STIPULATION

STIPULATION OF AGREEMENT made and entered this 25 day of March, 2014, by and between Harper's Magazine Foundation ("Harpers") and Local 2 10, UAW-AFL-CIO (the "Union):

- 1. The collective bargaining agreement between the Union and Harper's is hereby renewed in all of its terms for a further period of two (2) years from March 1, 2013 through and up to February 28, 2015, except as specifically modified below:
- 2. Wages: Employees in the bargaining unit who are currently employed and who were employed on March 1, 2013 shall receive an increase in annual wage rate of Two Thousand Five Hundred (\$2,500.00) Dollars, effective and retroactive to March 1, 2013;
 - 3. The following employees are excluded from the bargaining unit:

Christopher Cox, Deputy Editor Chris Beha, Deputy Editor Jeremy Keehn, Web Editor

- 4. The Union agrees that the arbitration pending before Martin Scheimman is hereby settled and that it will withdraw its charges in Case No. 2-CA-120334 before the National Labor Relations Board.
 - 5. Article VI (2) of the cba is amended to provide as follows:
 - 1. The Employer shall not discipline or discharge without just cause.
 - 2. Notwithstanding the above, the Employer may, at its discretion, discharge assigning editors for the following reasons: (a) a pattern of commissioning pieces that are eventually killed, requiring a kill fee, because they are not up to the editorial standards or (b) a pattern of complaints by writers and/or agents about the editor's behavior, i.e., failure to respond to inquiries, editing differences. Such terminations shall not be subject to the grievance and arbitration procedures, except that prior to discharging any assigning editor pursuant to this provision, the

Employer agrees to mediation before Martin Scheinman Employees terminated under this provision shall be emitted to severance of two weeks' pay for each year of service up to a maximum of Twenty Six (26) weeks.

- 6. The parties agree to the adoption of the Aetna Gold EPO Plan effective May 1, 2014 and shall pay 100% of the premiums for individuals, employee/spouse, employee/children and family coverage under the Plan for the plan year ending April 30, 2015. The parties agree to reopen the Agreement with respect to health insurance benefits subject to the conditions of Section IX (a) and (b) of the Agreement.
 - 7. This Agreement is subject to ratification by the Union membership.

Agreed:	Local	211	0,	UA'	W-	AFL	-CIO
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Date:

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