

Collective Bargaining Agreement

between

GIZMODO USA, LLC

and

WRITERS GUILD OF AMERICA, EAST

March 1, 2025 to February 28, 2028

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Collective Bargaining Agreement
Writers Guild of America, East and Gizmodo USA, LLC

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Union, and Gizmodo USA, LLC, hereinafter called the Company, agree as follows:

I. RECOGNITION AND SCOPE

Gizmodo USA, LLC (“Company”) recognizes the Writers Guild of America, East, Inc., AFL-CIO (the “Union” or “WGAE”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) for employees of Company in the United States of America in the Editorial Department under the direct supervision of such Editorial Department, excluding executives, confidential employees, supervisory and managerial employees, and employees within the sales, administration, and affiliation partnership departments (the “Employees”).

II. PAID TIME OFF & LEAVES OF ABSENCE

A. Unlimited Paid Time Off (PTO)

Employees are encouraged to take time off pursuant to the Unlimited PTO policy. Given the need for appropriate rest and recuperation, all employees shall be entitled to take a minimum of three (3) weeks off per year. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. Should any employee be told by their manager or supervisor that they cannot take time off, they should discuss the matter with HR, or other Company designee.

The Company will manage schedules to maintain adequate staffing to cover staff on paid time off or other leaves of absence. This provision shall not be subject to arbitration.

The unlimited PTO policy shall be implemented consistent with the following:

1. Unlimited PTO means taking the time you need for vacation, time off for non-extended illnesses or injury, preventative care, care, diagnosis, or treatment of an existing health condition of either you, a covered family member or other person under applicable state or local law, time off for being the victim of domestic violence, sexual assault, or stalking, bereavement leave, and to shift your schedule as necessary. Extended illnesses, however, are addressed under disability, as further discussed below.

2. Unlimited PTO requires employees to coordinate with their managers and co-workers regarding their schedule and responsibilities before taking time off. Unless it’s an unplanned, unexpected absence (as in the case of dealing with an unforeseeable event, injury or illness), employees may not take time off without first contacting and coordinating with their manager. Time off requests shall be made to the Employee’s direct supervisor and will be granted subject to scheduling and operational need. Such requests shall not be unreasonably denied.

3. Written supervisory or managerial consent must be obtained for time off in excess of two consecutive weeks.

4. Unlimited PTO is not intended to cover extended illnesses or other leaves in excess of two consecutive weeks. For extended illnesses, please refer to the Short-Term Disability Policy.

5. Employees are expected to avail themselves of all paid wage replacement programs under short term disability coverage, long term disability coverage, state wage replacement programs, and/or similar programs.

6. With Unlimited PTO, employees do not earn or accrue PTO days as in traditional plans, therefore, the Company does not compensate employees for “unused” Unlimited PTO time upon termination of employment.

B. Leaves of Absence

The Company shall continue to offer the following leaves of absence under the same terms and conditions in effect as of the ratification of this Agreement, as provided in the Employee Handbook. If the Company changes the Employment Handbook, a copy shall be supplied to the Union.

- Medical Disability Leave
- Military Leave
- Workers’ Compensation Leave
- Bereavement Leave
- Jury Duty: 5 days of full pay as stipulated in the handbook.
- Parental Leave: The Company shall provide fifteen (15) weeks of paid parental leave to all parents (either by birth, surrogacy, adoption, or foster of a new child, or becoming legal guardians of a new child).

The Company will comply with all applicable federal, state, and local leave laws providing leaves of absence.

C. Holidays

The Employer shall maintain the current thirteen (13) holidays schedule. If non-unit employees are offered an increase to the holiday schedule, bargaining unit members will be offered the same increases to the holiday schedule.

III. BENEFITS

A. Health Care.

1. The Company will not change the plan design (deductibles, co-payments, co-insurance) of its medical, prescription, dental, and vision benefit plans, or the

premiums paid by employees for those benefits, in 2025. If the cost of providing these benefits increases after 2025, the Company will bear the increase in cost to a maximum of 10% per year. If the cost increases by more than 10% per year, this Agreement will reopen for the limited purpose of negotiating possible changes in plan design and cost. If at any time the Company contemplates changing other elements of the benefits (insurer, provider networks, etc.) it will give the Union at least 30 days' notice.

2. Health Care Benefits. The Company will offer Unit Employees all health care benefits on the same basis and terms as it offers non-unit employees. The Company will endeavor in a commercially viable manner to provide health care benefits that comply with the World Professional Association for Transgender Health (WPATH) standards. In the event of WPATH compliant health care benefits results in cost increases more than 10% per year, this additional cost shall be borne by the employees who have selected such benefits.

B. 401(k). The Company shall maintain a 401(k) plan or better, including a one-to-one match of employee contributions up to 4%. The Company may change the plan provider after notice to the union.

C. Other Benefits. The Company will offer Unit Employees all other benefits on the same basis and terms as it offers non-unit employees.

D. Wellness. The Company shall continue its current reimbursement practice of up to \$50 a month per employee for health and wellness expenses, upon presentment of an invoice acceptable to the Employer.

E. Cell Phone. The Employer shall maintain the existing cell phone reimbursement of up to \$80/month, upon presentment of an invoice acceptable to the Employer.

IV. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

C. Nothing in this Article shall be construed to require the Company to cease employing any Employee if the Company has reasonable grounds for believing that:

(1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of requiring or retaining membership in good standing.

D. If the Company should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

E. The Company will provide a copy of the current Gizmodo USA – WGAE Agreement to all employees hired into bargaining unit positions.

V. DUES CHECKOFF

A. The Employer agrees that upon 30 days' notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in Section B below and provided that all other circumstances comply with all applicable provisions of the federal law.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct Gizmodo USA, to checkoff from my wages every pay period union membership dues and assessments uniformly required as well as initiation fees, if owing (initiation fees to be prorated over a twelve week period), as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York, 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

WITNESS: _____ SIGNATURE: _____ DATE: _____

VI. GRIEVANCE PROCEDURE

A. STEP 1: If any dispute shall arise concerning the interpretation or application of the Agreement, it shall be taken up between the employee, with or without the WGAE Steward or WGAE representative, as the employee may elect, and the Employer's designated representative. The dispute shall be raised within thirty (30) calendar days from the date on which the question arose, or the date on which it should reasonably have been known that a dispute existed. Disputes concerning the discharge of an employee shall commence at Step 2, below.

B. STEP 2: If any question of interpretation or application of this Agreement is not settled under paragraph (a) above, it shall be submitted in writing by the employee or by WGAE in the name of the employee, to the Employer's President (or other designee) within thirty (30) calendar days from the date the question was first taken up at Step 1. The written grievance shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested.

C. STEP 3: Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing paragraphs of this Article may be appealed to arbitration, provided written request is made to the other party within thirty (30) calendar days after the response to the Step 2 grievance is received, as provided for under paragraph (b) above. Such written request for arbitration shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested. In the event of any such request for arbitration, the Company and WGAE shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, the grieving party may request the American Arbitration Association to submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

D. POWERS OF THE ARBITRATOR: The arbitrator shall have no power to change, alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the respective parties, and such decision, if within the limits herein prescribed, shall be final and binding on the parties to the dispute. The arbitrator may not go beyond the terms of this Agreement in rendering a decision. Each party will bear its own expenses in carrying out the provisions of this Article and the parties will share equally in the expenses of the arbitrator. The Arbitrator shall have no power to engage in any form of interest arbitration.

E. COMPANY GRIEVANCES: In the event the Company has a question concerning the interpretation or application of this Agreement, it will be processed by submitting the question in writing to the Executive Director of the WGAE, and if the question is not settled within fourteen (14) calendar days, paragraphs (C) and (D) above may be applied.

F. **TIMELINESS:** Failure to take up or advance any question within the time limits set forth in this Agreement shall be considered as a waiver of the right to further processing of the question. In cases where a “continuing question” exists, claims for retroactive application shall be limited to fourteen (14) calendar days prior to the date the question was first taken up pursuant to paragraph (A) above.

VII. DISCIPLINE AND TERMINATION

A. All employees shall be subject to a one hundred eighty (180) day probationary period, during which the Company has the sole discretion to terminate employment. Upon the probationary employee’s written request, the Employer agrees to perform a performance review after the first 90 days so the employee may gain an understanding of their performance and how they may clear probation.

B. The Company shall have the right to discipline, demote, suspend, terminate or otherwise take any employment related actions with respect to employees for just cause.

In addition to any other evidence or justification, the Company may demonstrate just cause through the use of progressive discipline.

Employees discharged for just cause shall not be entitled to severance pay.

C. **Termination for Gross Misconduct:** Employees may also be terminated immediately for gross misconduct. Examples of gross misconduct include, but are not limited to, plagiarism, breaches of journalistic ethics, violence, harassment, dishonesty, refusal or failure to perform assigned tasks, unprofessional conduct, workplace bullying, theft, fraud and other financial misappropriations. If the union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred. Employees discharged for gross misconduct shall not be entitled to severance pay.

D. **Termination for Poor Performance/Editorial/Creative Reasons:** If the Employer determines in its sole discretion that an employee’s work product or performance is unsatisfactory for any reason(s) (e.g., editorial content, editorial quality, professional journalistic ethics, subjective creativity concerns), it may terminate the employee. However, prior to being so terminated, an employee shall be given notice of the reason(s) for potential termination and an opportunity to cure of at least one month or additional notice pay of one month. Such decision shall not be subject to challenge through the grievance and arbitration procedure other than to establish that the Employer’s decision was made for an editorial, creative or performance-based reason and that appropriate notice was provided.

Employees shall have the right to a union representative, including shop stewards, at all meetings that may lead to discipline. Whenever the Company issues a written notice of disciplinary action to an employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

VIII. LAYOFFS AND SEVERANCE

A. Termination for Poor Performance/Editorial/Creative Reasons. If an employee is terminated for just cause or gross misconduct, the Company is not obligated to pay severance. Employees terminated pursuant to Article VII, Section D, shall receive severance pay according to the following formula:

An employee involuntarily terminated after six months but less than one year of employment, 2 weeks of severance pay.

An employee involuntarily terminated after one year but less than two years of employment, 4 weeks of severance pay.

An employee involuntarily terminated after two years but less than three years of employment, 6 weeks of severance pay.

An employee involuntarily terminated after three years of employment, 8 weeks of severance pay.

B. Layoff. In the event an employee is terminated pursuant to a reduction in force, job elimination or layoff, each terminated employee will receive severance pay of two (2) weeks of severance per year of service, with at least twelve (12) weeks of severance pay.

1. Severance will be paid out by the Company in biweekly installments during the relevant severance period, only after the terminated employee has signed a release in a form acceptable to the Company. In addition, the Company will maintain the employee's health benefits for the relevant severance period, starting with the employee's termination date, after which the employee may elect continuing coverage under COBRA.

2. If an employee is offered the opportunity to resign (a/k/a as "buyout") he or she will receive at least that same package of severance pay and extended benefits. He or she will be afforded at least three days to consider the offer before being required to accept or reject it.

3. The Employer shall notify the Guild of a layoff in advance of notifying employees.

4. An employee who is laid off and is rehired within one (1) year shall not suffer a break in continuity and shall have their prior years of service counted towards the following provisions of the Agreement. Employee shall be considered for recall during the one (1) year after layoff for vacant positions the Employer deems the employee qualified to immediately fill.

5. Upon being notified by the Company of a date of termination, an employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

6. In the event of layoff, the Company and Union shall promptly meet and confer to discuss alternatives and options to the implemented layoff.

IX. EDITORIAL CONTROL

Decisions about whether to publish or remove editorial content for which the Company controls publishing rights, that is created by Editorial bargaining unit employees, and is for dissemination on Gizmodo USA-owned and operated digital verticals, or other distribution channels controlled by Gizmodo USA, including modifications of the aforementioned Editorial Content, shall only be made by editorial staff, subject to editorial management, subject to the right of the Employer to make such decisions because of legitimate business considerations and also subject to the review and direction by the legal team for legal, compliance, and use considerations, and the review and input by the product and technology teams for technology-related considerations.

The Company will make commercially reasonable efforts to make employee's work product accessible for bargaining unit employees to use in obtaining future employment.

Bargaining unit employees for Gizmodo USA sites shall not be assigned to create content which is demonstrably false.

An employee's byline or credit line shall not be used over the employee's protest.

The parties and the employees shall adhere to the Company's editorial policies presented to the union during negotiations, including SPJ Code of Ethics.

X. LABOR-MANAGEMENT MEETINGS

The labor-management committee shall have four (4) members: Two (2) from management and two (2) bargaining unit employees. The labor-management committee shall meet at least quarterly to discuss matters of concern relevant to the Company and the Union, including diversity in the workplace. The Company need not disclose any information it considers confidential.

XI. INTELLECTUAL PROPERTY

1. The Company will grant a nonexclusive license to employees for book rights based on work they have created for the Company, including the right to take 100% of the royalties of any book deal, subject to Company approval for the use of company marks or logos if any.

2. An employee who creates artwork for the Company may license to third parties the non-exclusive right to use the work upon the Company's approval, which shall not be unreasonably withheld. All other reuses or derivative works are subject to Company permission.

3. If the Employer intends to create derivative work with a third party based on work done by one or more bargaining unit employees, it shall utilize commercially reasonable efforts to include current bargaining unit employee(s) in the creation of the derivative work, to negotiate for additional compensation for any additional work performed by the employee(s), and to negotiate for credits for the derivative work that are consistent with the industry standards for the medium in which the derivative work is being created.

XII. PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES AND INTERNS

A. Part-Time Employees. “Part-Time Employee” means an employee who is regularly scheduled to work twenty-four (24) hours or less per week. The Company may hire Part-Time Employees without limitation, and Part-Time Employees shall be considered bargaining unit employees. Part-Time Employees are eligible to receive prorated benefits unless required otherwise by a specific provision of this Agreement or law. Part-time workers are eligible to receive health benefits after one month employed by the Company, severance will be paid out on a pro-rated rate, and part-time employees will receive unlimited PTO under the same conditions as full-time bargaining unit employees.

B. Temporary Employees. “Temporary Employee” means an employee engaged to perform temporary work as a substitute or temporary replacement for an employee. A Temporary Employee shall not work for more than fifteen (15) continuous months. Temporary Employees shall not be considered bargaining unit Employees. However, they shall not be paid less than the contractual minimum of the title for which they are temporarily replacing. If they are employed for longer than one (1) month they shall be eligible for Company benefits. A temporary employee who is converted to a full-time Company employee shall have the time spent employed counted towards their seniority for severance purposes only. The Company shall not discontinue an engagement, then rehire the same individual on a schedule that undermines the spirit of this Article.

C. Interns and Fellows. The intention of interns and fellows are not to replace bargaining unit employees. These programs are supposed to function as pathways to full employment and career enhancement. These roles will be paid and be subject to the provisions of this Article XII., C., 1 and 2.

1. Interns. “Intern” generally means a student or recent graduate 12 months after graduation hired by Company for an internship which shall not exceed 12 months of full time employment. Interns shall not be considered bargaining unit Employees.

2. Fellows. “Fellow” means a student or graduate hired by the Company for a fellowship not to exceed 24 months of full time employment. Fellows shall not be considered bargaining unit employees. Fellows shall receive no less than the minimum salary for grade 1 job titles. If a fellow is offered a full time position, the length of the fellowship will count towards their seniority.

D. Freelancers and Contributors. The Employer may utilize independent freelancers and contributors to perform work covered by this Agreement. Independent freelancers and contributors shall not be considered bargaining unit Employees.

XIII. WAGES AND CLASSIFICATIONS

A. Job Titles. The categories set forth in paragraph C, below are the titles of jobs which are performed by the Employees who are covered by this Agreement. The job titles reflect the major duties of each job in order to clarify the important differences between jobs. Such job titles do not include all the duties or the performance requirements for each job. The job titles are to be applied with some flexibility. An Employee, for instance, may be called upon to perform work ascribed to a lower-rated job title than the one held. On the other hand, an Employee may from time to time be given assignments in a higher-rated job title. Such flexibility, however, shall not be used to obtain work regularly in a higher-rated job title from an Employee classified in a lower-rated job title.

B. Minimum Rates of Pay. Employees within the job titles set forth in paragraph C, below, shall be paid in accordance with the applicable minimum wage rate. Company shall have the right to establish rates of pay for all Employees within applicable job titles provided the wage rate shall be no less than the applicable minimum wage rate as set forth in paragraph C, below.

C. Titles, Salary Minimums, and General Increases.

	JOB TITLE	CA, NYC & Chicago, MINIMUM WAGES	OTHER THAN CA, NYC & Chicago MINIMUM WAGES
Grade 1	Staff reporter (level 1)	60,000	50,000
	Editorial assistant		
	Production Assistant		
	Community manager		
	Photographer		

	Designer		
Grade 2	Staff reporter (level 2)	66,000	57,000
	Social media manager		
	Assistant editor		
Grade 3	Staff reporter (level 3)	72,000	64,000
	Associate editor		
	Managing editor		
	Video producer/editor		
Grade 4	Senior reporter	82,000	70,000
	Senior editor		
	Video lead		
	Social media editor		

Grade 5	Executive editor	92,000	77,000
	Deputy editor		

1. Employees above the salary minimums shall receive the following general wage increases:

- a. 3% general wage increase the first year, effective the first full pay period after March 1, 2025.
- b. 3% general wage increase the second year, effective March 1, 2026
- c. 3% general wage increase the third year, effective March 1, 2027.

2. General wage increases shall not be received by any employee who has not been employed by the Company for at least one hundred eighty (180) calendar days (for purposes of the 180 calendar day count, any time worked as an intern, fellow, or temporary employee will be counted toward the total days worked). The Employer retains the discretion to waive the one hundred eighty (180) calendar days work requirement to be eligible for general wage increases.

3. The Employer retains the right to award additional compensation within its sole discretion in the form of a merit or performance raise, in addition to a general wage increase. The Employer’s exercise of its sole discretion in this regard shall not be subject to the grievance and arbitration provisions.

XIV. NON-DISCRIMINATION

Bargaining unit members shall not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Rather, the parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee’s job duties.

The employer may not refuse to hire, may not terminate an employee, and may not take an adverse employment action against an individual because that individual has been previously convicted of one or more criminal offenses, or because of a belief that a conviction record indicates a lack of “good more character,” unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held, or employment of the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based upon any of the factors listed above. Such harassment is illegal under the law and will not be tolerated in the organization.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits.

The Company shall provide for reasonable accommodations for employees pursuant to applicable law. For example, reasonable work schedule changes for religious observances and holidays, reasonable family status accommodations for such responsibilities as breastfeeding and child care, reasonable accommodations for transgender employees such as safe washrooms and reasonable accommodations for persons with disabilities.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article VI or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

XV. HEALTH AND SAFETY/SEXUAL HARASSMENT/WORKPLACE CULTURE

A. The Company shall provide its employees with a healthy and safe work environment. Should an employee believe a direction from a supervisor would place them in an unsafe, or unhealthy situation, or would require them to commit an illegal act, the employee may discuss the circumstances with their supervisor or HR to try and find an alternative arrangement that does not pose such unsafe or unhealthy situation, nor require them to commit an illegal act.

B. Attached to this Agreement is the Company's sexual harassment policy. All employees shall be informed of this policy on an annual basis, and the Labor Management Committee shall work with Human Resources to raise awareness of the harassment policy, including the means by which complaints may be made. Employees may bring a union representative with them to meetings regarding harassment investigations and complaints. At

least every six (6) months, the Labor Management Committee shall discuss the Company harassment policy.

C. Employees shall not be retaliated against for making claims under this Agreement. When an employee brings a complaint to the Company, the Company shall provide a list of counselors covered under the current health insurance plan.

D. The Company shall continue to provide mandatory anti-harassment training. LMC will discuss appropriate diversity and inclusion-focused bargaining unit training, such as anti-discrimination and unconscious bias.

E. Online Harassment

1. The Company is committed to addressing work-related online harassment (e.g., abusive comments, threats of violence, doxxing, hate speech, etc.) by non-employees on its editorial platforms and enforcing its community standards for online content (including comments) in a consistent manner.

2. In the event an employee believes they have been subjected to such online harassment relating to their employment, or will face a foreseeable risk of online harassment, they may report it to their manager or Human Resources.

3. The Employer shall block individuals that it deems are “serial harassers” from a vertical’s social media accounts if requested by an employee.

4. The Employer will provide relevant training to Employees on the issues of online harassment, and the Employer will inform employees of the reporting procedures for such online harassment, provide appropriate guidance, and establish best practices for addressing such issues.

5. If there is reason to believe the employee will be a target of work-related online harassment, the Employer shall take reasonable steps, which, depending on the circumstances, may include contacting social media providers, informing the employee’s EIC that the employee may need additional appropriate accommodations to address the online harassment, and assisting the employee with contacting the Employer’s EAP program for mental health services, to assist Employees in protecting them from online harassment.

6. The Employer shall continue to provide DeleteMe or a similar service to their employees and their families, upon request.

F. The Company shall continue its practice of providing a safe outlet for every employee – not just for queer, gender-neutral, gender-nonconforming, non-binary, and gender-variant people – to communicate their pronouns. In accordance with Company policy, the Company shall, upon an employee’s request, change all existing employee records so that all such records use the names and/or pronouns with which the employee identifies. The Company

shall then maintain said employee's pronouns on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity. The Employer may require necessary documentation and legal verification as a condition of making the above-mentioned changes to personnel records.

XVI. CAREER DEVELOPMENT

A. Company shall give due consideration for promotion to present employees, to the training of employees for advancement and to the training of employees regarding new processes, procedures or technology, as applicable to their respective job responsibilities. Company shall give due consideration to the objectives of its equal opportunity policy when selecting employees for training and promotion. Company shall work with labor management committee to discuss yearly performance reviews and training for staff in leadership positions.

B. The Company shall post new hire positions unless an internal candidate is promoted or the Company has recruited a particular candidate. Bargaining unit job postings will include "this is a position covered under the collective bargaining agreement with the Writers Guild of America East, which establishes the minimum salary for this position at X."

XVII. NO STRIKE/NO LOCKOUT

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, slowdown, sit down, boycott of the Employer, concerted refusal to work, or other similar interference with or stoppage of work. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

XVIII. MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by

the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff or otherwise eliminate the jobs of employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation. Supervisors may perform bargaining unit work consistent with prior practice, but in no way with the intent of permanently replacing bargaining unit members.

XIX. LEGAL SUPPORT

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, or social media comments and posts where employees share and/or comment on Company content, Company shall defend and provide legal counsel for the employee for the duration of the suit at Company's expense. Final selection of such counsel will be at the discretion of the Company. Company and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as any fraudulent or criminal act or omission, or any intentional or knowing violation of the law or policies, or social media comments and posts that are not related to the performance of work on behalf of Company. If an employee has questions regarding the policies or guidelines applicable to his or her specific duties, the employee should reach out to his or her manager and the legal team.

XX. OFFICE LOCATION

A. Within the Same City Limits. If the Company moves any of its employees to a new office space, the Company will notify the Union at least sixty (60) days in advance of the move or as much notice as is practicable given the circumstances of the move. Where more than 25% of bargaining unit employees are moving, the Company will schedule a meeting to inform the Union and bargaining unit employees of the plans for use of the new office space.

B. Relocations Beyond City Limits. If the Employer moves any of its employees to a new office space, the Employer shall notify the Union at least three (3) months in advance of the move. In the event of a move beyond city limits, the Employer shall negotiate with the Union over relocation costs.

C. Flexible Work From Home. Employees may request to work outside the office. If an employee requests to work outside the office, the employee must demonstrate that they will be able to perform their duties in this environment, including being available to supervisor and colleagues during work hours. Upon notification to and approval of the employee's supervisor, employee may work from home not to exceed six (6) days per month. Requests shall not be unreasonably denied. Notwithstanding the above, employees may request additional days to work from home from their direct manager and upon approval of the managing director, due to extenuating circumstances such as recent illness, childcare needs, coverage of early or late work events, etc.

XXI. ARTIFICIAL INTELLIGENCE

A. The Company and Union acknowledge that definitions of generative artificial intelligence (“GAI”) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dal-E).

B. Any new uses of GAI that are not covered by the collective bargaining agreement and which will result in the direct loss of bargaining unit work, shall be subject to the parties’ right to reopen the contract upon thirty (30) calendar days’ written notice to the other party for the limited purpose of negotiating over that new use of GAI.

XXII. BULLETIN BOARDS

The Company agrees to provide a Bulletin Board or White Board suitably placed in areas accessible to employees.

XXIII. SUCCESSOR

In the event that the Company is sold in the form of an equity transaction, then the Company and the Union shall continue to adhere to the terms of this Agreement for its duration.

In the event that the Company sells any of its assets in the form of an asset transaction, and the purchaser hires as a majority of its employees, employees who are bargaining unit employees at the time of the sale, then the purchaser shall be required to assume and adopt this Agreement for the balance of its term from and after the date of the purchase, and the Union assents to the purchaser’s assumption and employment of the bargaining unit employees hired by the purchaser.

XXIV. DURATION

This agreement shall be in effect from March 1, 2025 through February 28, 2028. It is further agreed that if either party wishes to terminate or modify this Agreement, it shall notify the other party in writing at least sixty (60) days prior to February 28, 2028 or sixty (60) days prior to any subsequent anniversary date. It is further agreed that if no such written notice is timely given, the Agreement shall run from year to year thereafter, unless either party gives notice of an intent to terminate or modify the Agreement sixty (60) days prior to any anniversary date.

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

FOR THE EMPLOYER:

GIZMODO USA, LLC

By: Mylene Poncet

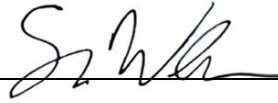


Date: March 21, 2025

FOR THE UNION:

WRITERS GUILD OF AMERICA, EAST,
INC. AFL-CIO

By: _____



Date: March 21, 2025