

COLLECTIVE BARGAINING AGREEMENT

**STATIC MEDIA INC. (JALOPNIK) & WRITERS GUILD OF
AMERICA EAST**

December 5, 2025 – September 30, 2028

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Article 1: Recognition & Scope

Static Media Inc. (“Company”) recognizes the Writers Guild of America East (the “Guild”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) for all Jalopnik editorial employees of the Company in the United States of America with the following job titles: “Managing Editor, Jalopnik,” “Staff Writer, Jalopnik,” and “Senior Editor, Jalopnik” and employees performing the same work (the “Employees”). Specifically excluded are executives, confidential employees, supervisory and managerial employees as defined under the Act.

Article 2: Union Security & Dues Check-Off

1. Union Security

- a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless they are a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days following their employment, or the Effective Date of this Agreement, whichever is later.
- b. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 1(a) above 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, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.
- c. Nothing in this Section 1 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:
 - i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
 - ii. such bargaining unit employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit

employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

2. Dues Checkoff

The Company agrees that upon thirty (30) days' notice thereafter from the Guild, it shall 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 bargaining unit employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided 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 The Company, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, 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 Company, 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 Company 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:_____

3. Dues shall be deducted on each payday. The Company further agrees to furnish the WGAE at the time it remits the dues a roster of all employees' names, weekly rate of pay, date of employment, and fees/dues deducted, or, if no deduction was made, the reason for not making a deduction.

4. The Union shall be solely responsible for collecting the initiation fees, other assessments, fees, fines, and/or collecting the dues from employees while they are laid-off, and the Employer shall have no obligation to deduct these amounts from the employees' wages. Absent mutual agreement to extend the check-off beyond the duration of this Agreement, the Employer's obligation to deduct dues shall terminate with the expiration of this Agreement.
5. **Indemnification:** The Union shall indemnify, defend and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from action taken by the Company for the purpose of complying with this Article, including the reasonable cost of a defense made necessary by any such liability, claim, demand, suit or other forms of liability.

Article 3: Job Postings/New Hires/Information to the Union

1. Open positions will be posted on Slack to editorial Jalopnik staff simultaneously with the external posting.
2. During the onboarding process, a copy of this Agreement and a job description shall be supplied by the Company to every newly hired bargaining-unit employee. A copy of these documents will be provided to the Union.
3. The Company will notify the Union at least two (2) weeks prior to a new hire's start date if the new hire is performing similar duties to bargaining unit employees but will have a newly created job title.
4. Within five (5) days of a new hire's date of employment, the Company will provide time for Union representatives to meet with new employees to review the terms of the collective bargaining agreement.
5. Bargaining unit job postings will include:
 - i. The statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."
 - ii. The actual and precise salary range for the position
 - iii. A notice of nondiscrimination
6. On a quarterly basis, the Company shall supply the Union with a list containing the following information for each employee:

- (a) name, home address, gender (if self-identified by employee), race (if self-identified by employee), date of birth;
- (b) contact info including work email, personal email, cell phone, and home address
- (c) hire date;
- (d) job title and job descriptions;
- (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- (f) any merit increases granted by name of the employee, individual amount, resulting new salary, and effective date;
- (g) salary changes by reason thereof, and effective date;
- (h) resignations, retirements, deaths;
- (i) and other revisions in data from the prior quarter. The Company shall note the revisions.

Article 4: Discipline & Discharge

1. No employee shall be discharged or otherwise disciplined without just cause.
2. Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, written corrective-action plans, mentoring, accommodation, or rehabilitation.
3. As required by law, employees shall have the right to Union representation at all meetings that may lead to discipline.
4. The Company will send via email the Union and the employee with copies of any written disciplinary action by close of business within three (3) business days, and the employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

Article 5: Labor Management Committee

The Employer and the Union will establish a Joint Labor-Management Committee which will meet by mutual agreement as needed for the purpose of resolving Employee concerns and matters affecting relations between the parties, including but not limited to: member issues, training, new technology, methods of operation, workload, and work processes, and other such matters.

Article 6: Grievance & Arbitration

1. Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth below. A grievance shall be defined as an allegation by the Union or the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.
 - a. Step I: The Union shall advise the Company in writing of a grievance. Grievances shall be filed within thirty (30) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The Company shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.
 - b. Step 2: If a grievance is not satisfactorily resolved at Step I, it may be referred to arbitration by written request to the other party within thirty (30) calendar days of receipt of the Step I decision.
 - c. Upon demand for arbitration, both parties shall immediately petition the Federal Mediation & Conciliation Services for the names of seven (7) arbitrators from the National Academy of Arbitrators. Such list must contain at least 30% of diverse arbitrators, as defined by Resolution 105 of the ABA House of Delegates. If the list does not comply, each party must add one diverse arbitrator. Within seven (7) calendar days from receipt of the list (or the addition of the diverse arbitrators), the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.
2. The arbitrator's opinion and award shall be final and binding upon the parties.
3. The arbitrator shall have no authority to make a decision on an issue not submitted to them. The arbitrator shall have no authority to alter, modify, or amend any terms of this Agreement.
4. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
5. Any time periods in this Article may be waived or held in abeyance only by written agreement between the parties.

Article 7: Non-Discrimination & Anti-Harassment

The Company shall provide a work environment where people are treated with dignity and fairness, where people can work together comfortably and productively, and that is free from harassment, discrimination, or other inappropriate conduct at work.

- 1. Non-Discrimination:** Bargaining unit employees will 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, pregnancy status (including pregnancy termination), family relationship, criminal record, history of incarceration, socioeconomic status, immigration status, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, housing status, appearance, history of drug use, publicly-expressed opinions, or any other factor protected by applicable law. Rather, the Parties acknowledge that discrimination shall not be tolerated.

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.

2. Disability Accommodation:
 - a. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.
 - b. Bargaining unit employees who are disabled have the right to accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical/digital workspace and modification of any aspect of the employee's workload or accepted work practices as required by law.
 - c. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to identify reasonable accommodations in accordance with applicable law and Company policy.
 - d. Employees requesting an accommodation or seeking additional information on accommodations may request to have a Union representative (a steward, Union member or Union-employed staff person) attend meetings or initiate a request on their behalf.
3. Lactating employees will be provided reasonable break time each day to express milk. The Company will also make available a room or private area other than a toilet stall for lactating employees to express milk in private. This room must be within close proximity to the employee's work area. The Company prohibits discrimination against any employee for exercising their rights under this policy.

4. **Gender Anti-Discrimination** 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.

5. Anti-Harassment

1. The Company shall continue to enforce its anti-harassment policy, ensure that the policy is available to all employees, and provide training on the policy as required by law. The Company shall ensure that any policy includes clear reporting procedures.

Article 8: Management Rights

1. **In General:** The Union and its membership recognize that the Company retains and reserves all its rights, power, and authority to operate and manage the business; to direct, control, and schedule its operations and workforce; and to make any decisions, to contract and subcontract out work at the sole discretion of management, retain all functions and authority connected with or in any way affecting the business, whether or not specifically mentioned herein and whether or not hereto exercised, unless specifically and expressly limited by the terms of this Agreement. Further, the terms in this Agreement constitute an explicit waiver of the Union’s right to bargain over subjects covered by the Company’s management rights.
2. **Non-Waiver of Rights:** If the Company does not exercise any function reserved to it, or if it exercises such function in a particular way, such conduct shall not be deemed a waiver of its rights to exercise such function in the future or preclude the Company from exercising the same function in some way not in conflict with an express prohibition contained within this Agreement.

Article 9: Offer Letters, Individual Agreements, Minimum Terms

1. Minimum Terms
 - a. The Company may continue to provide bargaining-unit employees with terms and conditions of employment above those contained in this Agreement.

2. The following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:
 - a. All at-will employment provisions shall be deleted in their entirety.
 - b. All non-compete obligations shall be deleted in their entirety.
 - c. All mandatory arbitration provisions shall be deleted in their entirety.
 - d. Each individual employment agreement shall be amended to include the following provision: "Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law."

Employees shall not be required to sign non-disclosure or non-disparagement agreements.

Article 10: Legal Defense

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 the employee(s) have questions regarding the policies or guidelines applicable to their specific duties, the employee(s) should reach out to their manager and the legal team.

Article 11: Union Access and Business

The Employer shall allow for the creation of a union Slack channel on the Company Slack, or in absence of Slack, a union channel on any comparable internal Company communication server.

Article 12. Strike and Lockouts

1. No Strikes or Picketing: During the term of this Agreement, or any written extension hereof, the Union shall not call or authorize any strike against the Company at the establishment covered by this Agreement. For the purpose of this Article, a walk-out, sit-in, sick-out, slow-down, sympathy strike, recognitional picketing relating to organizing campaigns at other Company facilities, picketing due to a labor dispute at other Company facilities, or picketing for any other reason, or any other form of work interruption or work stoppage shall be considered a strike.
2. Union's Obligation: In the event of occurrence of a strike in violation of this Article, the Union, its officers, and its agents shall immediately take affirmative action to cause employees to return to work, including but not limited to immediately notify the employees that such strike is unauthorized and directing the employees to return to work.
3. Violation: Any employee or employees who violate the provisions of this Article may at the sole discretion of the Employer be disciplined or discharged irrespective of whether other employees are disciplined or discharged.
4. No Lockout: The Employer agrees not to lock out its employees during the term of this Agreement.

Article 13: Artificial Intelligence

The company will continue its current Artificial Intelligence policy. Any changes to the current Artificial Intelligence policy by the company shall be subject to the parties' right to reopen this Article of the contract upon thirty (30) calendar days' written notice to the other party for the limited purpose of negotiating over the Artificial Intelligence policy.

Article 14: Remote Work

The company will continue its current fully remote work policy. Any changes to the current remote work policy by the company shall be subject to the parties' right to reopen this Article of the contract upon thirty (30) calendar days' written notice to the other party for the limited purpose of negotiating over the remote work policy.

Article 15: Layoffs and Severance

1. If an employee is terminated for just cause or gross misconduct, the Company is not obligated to pay severance. Employees terminated pursuant to Article 20: Editorial Carveout, shall receive severance pay according to the following formula:

Severance pay accrues at the rate of one week for each year of Company service, subject to the following minimums:

- a. An employee involuntarily terminated after six months but less than two years of employment, 2 weeks of severance pay.
 - b. An employee involuntarily terminated after two years but less than three years of employment, 3 weeks of severance pay.
 - c. An employee involuntarily terminated after three years but less than four years of employment, 4 weeks of severance pay.
2. 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 thirteen (13) weeks of severance pay.
3. Severance will be paid out by the Company in one lump sum, within fifteen (15) business days 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 to the end of the month, after which the employee may elect continuing coverage under COBRA.
4. If an employee is offered the opportunity to resign by the Company (a/k/a as "buyout") the Employee will receive at least that same package of severance pay. The Employee will be afforded at least three days to consider the offer before being required to accept or reject it.
5. The Employer shall notify the Guild of a layoff in advance of notifying employees.
6. 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.
7. 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.

Article 16: Benefits

1. **Health Care.**
 - a. 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 base plan benefits increases after 2025, the Company will bear the increase

in cost to a maximum of 15% per year. Employees remain responsible for any “buy up” healthcare plan. If the cost increases by more than 15% per year, this Article 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.

- b. **WPATH Standards.** 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.
2. **401(k).** The Company shall maintain its current 401(k) plan or better, with contributions summarized as a fifty (50) percent match of employee contributions up to 6%, and a \$5,000 cap on the Company match per year and 100% vesting of the Company match after one (1) year of employee service with the Company.
3. **Wellness.** The Company shall continue its current ClassPass Corporate Wellness Program, subsidizing twenty-four dollars (\$24) per month towards an employee's enrolled and active membership.
4. **Cell Phone.** The Employer shall provide a cell phone stipend of seventy-five dollars (\$75) per month.

Article 17: Freelancers and Contributors

1. **Freelancers and Contributors.** The Company has the discretion to subcontract or otherwise transfer or assign bargaining unit work to individuals outside of the bargaining unit pursuant to its past practice, including but not limited in the case of having insufficient capacity on staff for a set period of time, or when the Company lacks the requisite technology, facilities, or equipment. The Company shall have the right to subcontract bargaining unit work to third parties for legitimate business reasons provided that such subcontracting is not done with the sole purpose of replacing a bargaining unit employee or employees. Independent freelancers and contributors shall not be considered bargaining unit Employees.

Article 18: 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 nonemployees on its editorial platforms and enforcing its community standards for online content 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. 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 third party comment moderation sites of need for additional support in blocking users, providing DeleteMe services to the Employee(s) affected, 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. Any alleged violations of this Section are not subject to the Arbitration provisions of this Agreement.

Article 19: Hours of Work

1. Regular Work Week for Bargaining Unit Non-Exempt Employees.
 - a. The regular full-time workweek for bargaining unit non-exempt Employees shall be five (5) days, forty (40) hours per week, which shall include a daily thirty (30) minute lunch break. The regular work schedule shall generally include at least two (2) consecutive days off.
 - b. Any overtime hours must be pre-approved by upper management.
 - c. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters (i.e., such work shall be the exception and not the rule).
2. Overtime and Compensatory Time
 - a. The Company shall comply with all legal requirements as to overtime compensation for non-exempt Employees.

The Company shall continue its informal practice of permitting managers and exempt bargaining unit Employees to negotiate comp time after long nights or weekend work.

Article 20: Editorial Carveout

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.

Article 21: Compensation

1. The Company will consider each Unit Employee for additional raises or promotions at least once a year. Each Unit Employee has the right to meet with their manager at least once a year to discuss possible additional raises or promotions.
2. Annual Increases:
 - a. Effective October 1, 2025, each employee shall receive an increase of 7%, or the applicable grade minimum, whichever is greater, but not both.
 - b. Effective October 1, 2026, each employee shall receive an increase of 5%, or the applicable grade minimum, whichever is greater, but not both.
 - c. Effective October 1, 2027, each employee shall receive an increase of 5%, or the applicable grade minimum, whichever is greater, but not both.
3. The parties understand that the Employer may, in its sole discretion, grant increases to employees greater than these minimum increases.
4. No bargaining unit member will have their salary reduced during the term of this agreement.
5. Minimums

Title	Minimum
Staff Writer (New York, California, and Chicago)	\$60,000
Staff Writer (all other locations)	\$53,000
Senior Writer/News Editor (New York, California, and Chicago)	\$68,000

Senior Writer/News Editor (all other locations)	\$61,000
Senior Editor (New York, California, and Chicago)	\$76,000
Senior Editor (all other locations)	\$66,000
Managing Editor (New York, California, and Chicago)	\$89,000
Managing Editor (all other locations)	\$74,000

- a. The minimum wage rates established in this Agreement are minimums only. Nothing herein prohibits the Company from paying salaries above these minimums.
 - b. Minimums shall be prorated for part-time employees.
6. An Employee who is promoted into a job title with a higher minimum salary shall receive the greater of the new minimum wage rate or salary associated with that title, or a 10% increase to their existing wage rate or salary. Nothing shall prevent the Company from offering a greater wage increase upon promotion.
7. The Company may create and hire for new bargaining unit titles, but shall discuss with the Union the appropriate departments, salary minimums, job requirements, and title of any new position, which shall be commensurate with existing titles. Except as otherwise set forth in this Agreement or upon agreement of the parties, no bargaining unit title shall be created with an annualized salary of less than those set forth in the Wage Minimums section of this Article.
8. Equal Pay for Equal Work: In the event that any bargaining unit employee believes that they are paid below the average salary paid to other employees in the same role, they may raise the issue with Company HR, and the Company shall take steps to meet with the employee regarding their concerns within ten (10) days. Requests to adjust the lower paid bargaining unit employee's salary shall be considered in good faith. Any alleged violations of this Section are not subject to the Arbitration provisions of this Agreement.

Article 22: Leaves of Absence

1. Family and Medical Leave: The Company will follow any and all legal requirements concerning Paid Family and Medical Leave where applicable.

2. **Jury Duty:** The Company will pay employees selected for jury duty service the difference between their jury duty pay and their regular salary for the duration of such service.
3. **Parental Leave:** The Company shall provide employees who have given birth to a child (a maximum of sixteen (16) weeks of paid parental leave in a rolling twelve (12) month period. Employees who have adopted a child or been placed with a foster child will receive a maximum of six (6) of paid parental leave in a twelve (12) month period. Employees who are a spouse or committed partner of a person who has given birth to a child or has adopted a child or been placed with a foster child will receive a maximum of six (6) weeks of paid parental leave in a twelve (12) month period. Paid parental leave is compensated at one hundred (100) percent of the employee's regular, straight-time pay and will be paid on regularly scheduled pay dates.
4. **Other Leaves:** 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:
 - Medical Disability Leave
 - Military Leave
 - Workers' Compensation Leave
 - Bereavement Leave

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

Article 23: Holidays

1. The Company will observe and grant holiday time off to all employees on the twelve (12) following holidays:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Years Eve (effective 2026)
2. The Company will offer two (2) additional floating holidays offered only for religious observances or personal beliefs as determined by the Company.

3. If one of the above holidays falls on Saturday, it normally will be observed on the preceding Friday; if one falls on Sunday, it normally will be observed on the following Monday.
4. If a designated holiday lands on an employee's non-scheduled working day, the employee may take off the next scheduled workday.

Article 24: Paid Time Off

1. Paid Time Off ("PTO")

- a. PTO credit for full- and part-time employees is calculated on regular hours worked each month and eligible employees may earn up to the days accrued in the following schedule.
- b. Each employee will accrue PTO consistent with the below table, beginning with the date of hire:

Months of Service	Days (Hours) Accrued per 12 Months of Work	Days (Hours) Accrued per Month
0	12 (96)	1.00 (8.00)
24	15 (120)	1.25 (10.00)
60	20 (160)	1.67 (13.33)
120	25 (200)	2.08 (16.67)

- c. For the sole purpose of determining annual accrued PTO, bargaining unit Employees who were previously employed shall have their full tenure at Jalopnik (including time served prior to acquisition) apply.
- d. Paid time off can be used in minimum increments of one (1) hour.
- e. PTO is paid at the employee's base pay rate at the time of absence.

- f. Employees must request approval from their supervisors with as much advance notice as possible through the Company's designated electronic system to request time off.
- g. PTO does not accrue during unpaid leaves of absence or other periods of inactive service.
- h. In the event accrued PTO is not used by the end of the calendar year, PTO balances as of December 31 will be forfeited and not paid to the extent permitted by applicable state law.
- i. Upon termination of employment, any accrued, but unused PTO will be forfeited and not paid out unless required by applicable law in the employee's work state. Additionally, prior and new PTO requests may be denied once a resignation notice has been given.
- j. **Employees employed in California and Colorado:** employees may carryover unissued but accrued PTO from one calendar year to the next up to a maximum of one year's accrual. Once an employee reaches the maximum amount, the employee will stop accruing PTO until their balance falls below the maximum amount. Once the total amount of PTO accrued falls below the maximum amount, the employee will continue to accrue PTO at their regular accrual rate. Accrued PTO that has not been used will be paid at the time of an employee's resignation or termination from employment. Unused, accrued PTO will be paid at the employee's final base rate of pay at the time of their separation from employment with the Company as required by state law.

2. **Paid Sick Time**

- a. Paid sick time is a time off policy available to all employees to care for their own health or the health of a family member. Sick time may be used for mental and physical illness or injury, hospitalization, recovery, preventative medical care, specialized appointments, time off related to domestic violence, sexual assault, and absences associated with the death of a family member.
- b. Family member is defined as a child, parent, spouse, domestic partner, grandparent, sibling, grandchild, or family member equivalent as determined by the Company.

- c. Paid sick time is in addition to PTO and Paid Parental Leave. Employees will receive (15) paid sick days (120 hours) on January 1 of every calendar year.
- d. Paid sick time can be used in minimum increments of one (1) hour. Sick time is paid at the employee's base pay rate at the time of absence. To take sick time, employees should request approval from their supervisors as soon as practical through the Company's designated electronic system.
- e. If an employee takes paid sick time for more than three (3) consecutive working days, the Company reserves the right to require a statement from an employee's physician or other medical certification, if permitted by applicable state law.
- f. If an employee exhausts the allotted one hundred and twenty (120) hours of paid sick time, and an exception has not been granted, the employee must use other available paid time off before utilizing any available unpaid leave.
- g. Paid sick time is not paid out upon termination. Unused paid sick time does not carryover to the next calendar year, unless required by applicable state or city law.

Article 25: Separability, Savings

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.

Article 26: Term of Agreement and Negotiations

This Agreement shall be in full force and effect from date of ratification, until September 30, 2028. This Agreement shall remain in full force unless either party serves written notice of its intent to terminate or modify this Agreement not more than 90 calendar days nor less than 60 calendar days before the date this Agreement terminates.

WRITERS GUILD OF AMERICA
EAST

STATIC MEDIA, INC. (JALOPNIK)



Sam Wheeler, Executive Director

Name (Print)/Title

Signed by:



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Reggie Renner
CEO