

**TENTATIVE AGREEMENT
FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AUDACY SERVICES LLC
And
WRITERS GUILD OF AMERICA EAST & WEST**

In reaching an agreement for a successor bargaining agreement, Audacy Services, LLC ("Audacy") and Writers Guild of America East & West ("WGA") (collective referred to as the "Parties") agree to the following terms, subject to approval by the WGAE Council, WGAW Board, and ratification by the bargaining unit:

1. The Parties agreed to modify the successor collective bargaining agreement and side letters to reflect the employer name change to "Audacy Services, LLC ("Audacy")."

2. The Parties agreed to modify the grievance and arbitration procedures as follows:

Modify National Staff Agreement, Article XII as follows:

A. In the event of any dispute, controversy, claim or grievance (hereafter called "grievance") arising out of the interpretation or breach of this Agreement or the applicable supplement, between the Union and the Company or between an Employee and the Company, the parties thereto agree promptly and in good faith to attempt to settle such matter between them amicably. For the purpose of resolving any differences of interpretation arising out of this Agreement, there shall be grievance machinery established, consisting of two (2) representatives designated by the Union who shall have the right to meet with Company representatives when such matters arise. At or before the grievance meeting, the party raising the grievance shall set out the nature of its claim in writing, and provide a copy to the other party.

Time limits set forth in this Article shall be binding on the parties. Notwithstanding the foregoing, any and all time limits set forth herein may be waived in writing by the mutual consent of the parties.

~~B. If a grievance is not resolved in the meeting referred to above, the parties may agree to the optional Step Two procedure set forth below. If the parties do not agree to hold the Step Two procedure, the grievance may be referred directly to arbitration without any tolling of time limitations.~~

~~(i) The Step Two Panel shall consist of three representatives designated by the Union and three representatives designated by the Company. The Panel shall meet as necessary to conduct hearings, and attempt to resolve any dispute brought before it. The hearing shall be conducted in an orderly fashion, but shall not be bound by rules of evidence and technicalities of procedure.~~

~~(ii) — It is the intent of this Agreement that the Panel members shall use their good faith, best judgment and common sense, as persons experienced in the broadcast industry, in attempting to resolve the disputes brought before them. If any four members of the Panel agree on a decision, such decision shall be final and binding upon the parties and upon the Employees involved.~~

~~(iii) — Decisions of the Panel shall be no precedent in nature and shall not be cited by either party in any arbitration or subsequent Step Two proceeding.~~

~~(iv) — If no decision is agreed upon, then in any subsequent arbitration or other proceeding, no reference shall be made to the Step Two grievance proceeding or to any statements or discussions therein, or to the failure of the Panel to settle the dispute.~~

~~(v) — Each side shall bear its own costs of the Step Two procedure. The Company, upon request of the Union, shall make reasonable efforts to release witnesses for hearings. The attendance of witnesses covered by this Agreement shall be on the basis of unpaid leave of absence for Union business unless the Company and the Union expressly agree otherwise. Union designated Panel members who are employed by the Company will not have their base pay reduced by virtue of serving on such Panel. In addition a Union designated Panel member employed by the Company who has been upgraded to Acting Editor for at least one hundred twenty five (125) full days during the preceding calendar year shall receive Acting Editor fees for any day of Panel service~~

The Company and the Guild shall agree upon a panel of arbitrators in Article XIII (B).

B. A demand for arbitration shall be made in writing. Such demand shall specify the applicable contract provision(s) claimed to have been breached, where the alleged breach is based upon a specific contract section. This provision shall not be construed as a waiver by the Company to argue issues of substantive arbitrability to the arbitrator, nor by the Union to argue to the arbitrator that its demand should be amended. There shall be one (1) arbitrator. Within fifteen (15) days of the demand, the Union and the Company shall jointly select the arbitrator. A permanent board of arbitrators has been selected to hear disputes during the term of this Agreement.

In New York/Chicago the panel shall consist of:

~~Susan McKenzie~~

~~Carol Wittenberg~~

~~George Nicolau~~

~~To Be Determined~~

1. Noel Berman
2. Daniel Brent
3. Howard Edelman
4. Melinda G. Gordon
5. Joshua Javits
6. Susan MacKenzie

7. Joan Parker
8. Janet Spencer
9. Carol Wittenberg

In Los Angeles, the panel shall consist of:

1. Sara Adler
 2. Norman Brand
 3. Mark Burstein
 4. Douglas Collins
 5. Paul E. Crost
 6. David Derin
 7. Dixon Dern
 8. Edna Francis
 9. William Gould IV
 10. Joel Grossman
 11. Fredric R. Horowitz
 12. Najeeb Khoury
 13. Fred Kuperberg
 14. Kenneth Perea
 15. Sol Rosental
 16. Robert Steinberg
 17. Gail Migdal Title
- ~~To Be Determined~~

~~In Chicago, the panel shall consist of:~~

~~George Fleischli~~

~~To Be Determined~~

The Union and the Company shall alternate on a case-by-case basis in first striking a name from the list of arbitrators. Thereafter, the other party shall "strike" a name from the list, until one (1) arbitrator's name remains. The arbitrator whose name remains (after the Strike Process is completed) shall be the arbitrator. The Strike Process shall commence within two (2) business days following the completion of the fifteen (15) day mutual selection period, above, and must be concluded no later than three (3) business days thereafter. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order and/or timely, the other party may thereupon select the arbitrator to hear the matter.

~~Each Arbitrator shall hear disputes on a rotating basis; however, in the event the appropriate Arbitrator has no available dates for hearing the case within a two (2) month period, either party may elect to proceed to the next Arbitrator.~~

~~The permanent board of arbitrators shall serve for the duration of the Agreement unless either party, thirty (30) days prior to expiration of the Agreement, requests the removal of any arbitrator by notice in writing to the other party. In such event or in the event an arbitrator should resign or for other reasons be unable to perform his/her duties, the arbitrator's successor shall be chosen by mutual agreement of the parties.~~

~~Until such time as a permanent board of arbitrators is agreed upon by the parties or in the event that at any time no arbitrator who is a member of the board is available, an arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.~~

The arbitrator's decision in writing shall be final. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator. The award of the arbitrator shall be made within thirty (30) days after the close of the hearing, and shall be accompanied by the opinion.

The parties also agreed to delete Supplement F, Article IX and provide that Articles XII and XIII of the National Agreement will apply to employees covered by that Supplement.

3. The Parties agreed to modify cross utilization side letters as follows:

It is understood that writers at the Company-owned radio stations, Company-owned digital platforms, and television partner stations may be assigned to write for any of these stations and platforms. "Television partner station" shall include any television station with which the Company enters into a contractual relationship. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

4. The Parties Agreed to modify Article XX(L) (Working Conditions) of the National Staff Agreement as follows:

The Parties share a commitment to diversity and inclusion. In furtherance of this commitment, upon request of the union or management at KNX-AM, WBBM-AM or WCBS-AM annually, the Parties will convene a committee consisting of members appointed by the Company and selected by the applicable bargaining unit to meet and discuss issues such as recruitment, retention, advancement and mentorship, and the composition of the workforce among the relevant bargaining unit. The Parties agree that they will work cooperatively and in good faith toward mutual goals. Additional meetings may be scheduled by mutual agreement of the Parties.

The Company, WGA, and the employees covered by this Agreement share a mutual commitment to the principle of diversity and inclusion and agree that they will not unlawfully discriminate against any individual.

In furtherance of the mutual commitments expressed in this Article, the Company invites the Diversity Committee established under this Agreement to discuss the Company's DEI efforts such as the recruitment and retention of a diverse and inclusive workforce including advancement and mentorship opportunities, community outreach, and ways to develop and

communicate best practices in reporting on the area's diverse communities, as well as other company initiatives that support the mission of diversity and inclusion. Upon request, the Company shall discuss with the Diversity Committee and offer to bargaining unit employees appropriate available opportunities for trainings (e.g., unconscious bias training) and opportunity to participate in available company initiatives that support the goals of the Diversity Committee.

The parties agree that they will work cooperatively and in good faith toward mutual goals. It is understood that any such committee is advisory in nature and that management retains final discretion over its operations, including but not limited to editorial decisions.

Further, the Company agrees to meet with WGA employees upon reasonable request to discuss DEI issues pertaining specifically to the bargaining unit. Upon request, the Diversity Committee and the Company shall endeavor to identify specific initiatives and discuss reasonable funding, where available, for the Diversity Committee's requests that will be considered consistent with the Company's procedures for other similar employee resource groups. It is expressly understood that neither these meetings, nor any DEI committee, will address matters that should be resolved through the appropriate statutory mechanisms. It is further understood that any initiatives developed as a result of these meetings shall not become the basis of a grievance and are not arbitrable.

5. The Parties agreed to modify Supplement K regarding Acting Editor Fees as follows:

Starting in April 6, 2023, if a Newswriter is assigned as an Acting Editor for each hour he/she is so assigned he/she is to receive, in addition to his/her regular compensation, the sum of Three Dollars and fifty cents \$3.50 per-hour effective the second-year anniversary of this agreement.

When a Newswriter has been upgraded as an Acting Editor under this Article for at least one hundred twenty-five (125) full days during the preceding calendar year, he/she shall receive the sum of twenty dollars (\$20.00) effective the second-year anniversary of this agreement, for each day of vacation, for each compensating day off, and for each day of paid sick leave to which he is entitled, in addition to his/her regular pay for the day.

6. The Parties agreed to modify all supplements holiday provisions to provide:

Employees may elect Juneteenth (June 19) as the designated floating holiday under the agreement.

7. The Parties agreed to modify Article V regarding Vacations as follows:

D. Staff Employees shall be given the following vacation with pay each year, based on their seniority date with the Company:

<u>Staff Employees Hired</u>	<u>Amount of Vacation</u>
--After March 31 of current year	None

On or before March 31 of current year	1 week (after 3 months service)
On or before December 31 of preceding year	1 week (plus 1 additional week after 9 months service)
On or before June 30 of preceding year	2 weeks
On or before December 31 of fifth third -preceding year	3 weeks
On or before December 31 of fifteenth tenth preceding year	4 weeks
On or before December 31 of twentieth preceding year	5 weeks

8. The Parties agreed to add a new side letter regarding hazard pay to provide:

In the event of a major health or safety emergency, the parties agree to meet in good-faith to discuss whether the company shall provide additional compensation in an amount to be negotiated with the Guild for employees who work in conditions that pose health and safety risks. In the event that no agreement is reach, such outcome shall not be subject to the grievance and arbitration provisions of the agreement.

9. The Parties agreed to modify Article XX (Working Conditions) of the National Staff Agreement as follows:

G. The Company shall provide adequate training on new equipment and/or in new methods to assist employees in acquiring the skills they will be required to use on the job. The training will include hands-on time on equipment in addition to instruction by a person who is well-versed on that equipment.

Correspondingly, the Union recognizes the employees' need to acquire such skills in a manner that is responsive to the Company's changing needs, including any new or different methods, operations and/or technology employed in the broadcasting industry. Where appropriate such training shall include, but not be limited to, audio broadcast interaction with digital media such as web production and podcasting.

The nature and amount of such training shall not be subject to arbitration, except that such limitation shall not apply in the event of a grievance or arbitration of any discipline.

10. The parties agreed as following regarding editorial standards relative to WBBM-AM:

Representatives of the Union and the Company agree to meet within sixty (60) days of ratification to discuss editorial standards at WBBM, including editorial policies and style guides. The Company will

provide the Union with copies of all applicable editorial policies and style guidelines in advance of the meeting. Additional meetings may be scheduled by mutual agreement.

11. The Parties agreed to add a new side letter regarding bargaining unit lists as follows:

Once every quarter the Company will provide to the Union a list of all unit employees, including their dates of hire, job titles, compensation, enrollment status in the WGA Pension and Health Plans and, to the extent these are available to the Company, addresses. The Company shall include the Shop Steward in its notification to the Union of any newly hired employees, and shall provide the Shop Steward with adequate time to meet with and onboard the new employee. Nothing in this section shall preclude the Union from requesting documents and information to which it is otherwise entitled under applicable law.

12. The Parties agreed to add a new side letter regarding commuting reimbursements as follows

In order to provide continuing coverage in the case of an emergency, the company, in its discretion, shall reimburse employees for commuting expenses (such as a taxi, car service, tolls, parking, and mileage) when they work during overnight shifts, inclement weather or news emergency, notwithstanding any past practices regarding such reimbursements.

WAGES AND BENEFITS

12. The Parties agree that the following wages shall be applicable for the successor bargaining agreement (the specific dollar amounts will be codified in the final executed agreement):

Assistant Producer – WBBM-AM

- Effective April 6, 2022, the minimum staff salaries for Assistant Producers shall be as follows:
 - 0-1 year \$15.40
 - 1-5 year \$16.25
 - Over 5 years \$16.90

The above wage rates shall be increase by 2% effective April 6, 2023; increase by 2% effective April 6, 2024; and increase by 2% effective April 6, 2025.

News Desk Associate- WCBS-AM

- Effective April 6, 2022 minimum staff salaries and temporary hourly rates shall increase by three (3) percent.
- Effective April 6, 2023 of this agreement minimum staff salaries temporary hourly rates shall increase by two and a quarter (2.25) percent.
- Effective April 6, 2024 of this agreement minimum staff salaries temporary hourly rates shall increase by two and a half (2.50) percent.

- Effective April 6, 2025 of this agreement minimum staff salaries temporary hourly rates shall increase by two and a quarter (2.25) percent.

Daily Hires at KNX-AM:

- Effective April 6, 2022 Daily Hire pay rates shall increase by three (3) percent.
- Effective April 6, 2023 Daily Hire pay rates shall increase by two and a quarter (2.25) percent
- Effective April 6, 2024 Daily Hire pay rates shall increase by two and a half (2.5) percent
- Effective April 6, 2025 Daily Hire pay rates shall increase by two and a quarter (2.25) percent

Staff Newswriters (WCBS-AM, WBBM-AM, KNX-AM) & Staff Promo Writer (WCBS-AM)

- Effective April 6, 2022 minimum staff salaries shall increase by three (3) percent.
- Effective April 6, 2023 of this agreement minimum staff salaries shall increase by two and a quarter (2.25) percent.
- Effective April 6, 2024 of this agreement minimum staff salaries shall increase by two and a half (2.5) percent.
- Effective April 6, 2025 of this agreement minimum staff salaries shall increase by two and a quarter (2.25) percent.

Temporary Newswriters at WCBS-AM and WBBM-AM

- Effective April 6, 2022 minimum temporary hourly rates shall increase by three (3) percent.
- Effective April 6, 2023 of this agreement temporary hourly rates shall increase by two and a quarter (2.25) percent.
- Effective April 6, 2024 of this agreement temporary hourly rates shall increase by two and a half (2.5) percent.
- Effective April 6, 2025 of this agreement temporary hourly rates shall increase by two and a quarter (2.25) percent.

Increase applicable to all current unit employees

- Effective April 6, 2022 and subsequent years the increases above shall be applicable to all employees whose salary exceeds the minimums set forth in this Agreement.

13. The Parties agree that the following pension benefits be applicable for the successor bargaining agreement:

ARTICLE XXI(F) STAFF BENEFITS

Amend as follows:

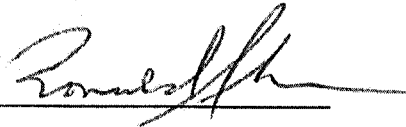
F. WGA Pension Plan: Effective January 1, 2011, Staff employees became covered by the Producer-Writers Guild of America Pension Plan. Effective ~~April 9, 2017~~, On April 6, 2023, the contribution rate will be 9% (nine percent), effective April 6, 2024 the contribution rate will be 9.75% (nine and three-quarters percent), and effective April 6, 2025 the contribution rate will be 10.5% (ten- and one-half percent) ~~8.5% (eight and one-half percent)~~ on gross earnings subject to the earnings cap outlined Paragraph D above.

The Guild will have the right to divert 0.25% of the negotiated wage increase in the second year of the Agreement; 0.25% in the third year of the agreement; 0.25% in the fourth year of the agreement to the Pension contribution increases on behalf of employees eligible to participate in the Pension.

14. The Parties agree that Duration Article XXVI to reflect four-year term retroactive from April 6, 2022 through April 5, 2026.

IN WITNESS WHEREOF, the Parties have affixed their respective signatures

AUDACY SERVICES, LLC

By 

Date 8/11/22

WRITERS GUILD OF AMERICA, EAST, INC.

(for itself and its affiliate, Writers Guild of America, West, Inc.

By 

Date 9/8/22