

**2019 – 2022 WGAW – AUDACY KNX-AM WEB WRITERS AGREEMENT**

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**2019 – 2022 WGAW – AUDACY KNX WEB WRITERS AGREEMENT**

Agreement made this 1st day of June, 2020, between the WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office at 7000 W. Third Street, Los Angeles, California 90048 (hereinafter called "WGA" or "Union"), and Audacy California, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware and having its principal office at 2400 Market St. 4th Fl., Philadelphia, Pennsylvania 19103 (hereinafter called the "Company" or "Employer") owning and operating Radio Station KNX-AM in Los Angeles, California (hereinafter called "KNX" or the "Station").

This Agreement shall be known as the "KNX Web Writers Agreement," and it shall be binding upon and inure to the benefit of the WGA and the Company.

In consideration of the mutual covenants herein contained, it is agreed as follows:

**I. SCOPE OF AGREEMENT**

This Agreement applies to all full-time and part-time employees engaged in writing and producing for the KNX website (currently known as knx1070.radio.com) ("KNX Website") and who are employed by Audacy California, LLC (hereinafter referred to as "Employees" or "Web Employees").

This Agreement does not apply to any Staff or Per Diem Employees who are not engaged in writing and producing, including but not limited to assistants, coordinators, and/or other office clerical employees.

**II. RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION**

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and part-time Employees engaged in writing and producing for the KNX Website, and who are employed by KNX, and agrees that it will, during the term of this Agreement, deal exclusively with the Union as the collective bargaining representative of such Employees so long as the Union complies with the warranty of representation set forth in subparagraph C below. Notwithstanding the foregoing, this Agreement does not and is not intended to cover persons who sell individual pieces of material or content to the Station on a freelance basis.

B. The Company will not interfere with the right of any person employed by it to become a member of the Union and will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

C. The Union warrants that it represents for collective bargaining purposes the full-time and part-time Employees engaged in writing and producing for the KNX Website and who are employed by KNX, and will continue to do so for the duration of this Agreement.

**III. 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 Union 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 III 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 acquiring or retaining membership in good standing.

**IV. DUES CHECK-OFF**

A. The Company agrees that upon thirty (30) days' notice thereafter from the Union, 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 Union upon receipt from each 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.

**B. WRITERS GUILD OF AMERICA**

"I, the undersigned, hereby authorize and direct Audacy California, LLC (the "Company") to check off from my wages every week Writers Guild of America ("WGA" or "Union") membership dues and assessments uniformly required as well as initiation fees, if owing (with 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, West, Inc., 7000 West 3rd Street, Los Angeles, CA 90048.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the WGA and the Company, or for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew it self for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Company and the Union at least twenty (20) days prior to the expiration date of the present contract or the one (1) year period from date of signature. If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each such period."

WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

C. The Union shall indemnify and hold the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

## V. GRIEVANCE AND ARBITRATION PROCEDURE

A. Disputes, claims or complaints arising between the Employer and the Union or any employees covered by this Agreement concerning the interpretation, application or breach of the specific terms of this Agreement will be considered a grievance and shall be adjusted in accordance with the procedures set forth in this article. For the purpose of resolving any differences there shall be one (1) representative designated by the Union who shall have the right to meet with Company representatives when such matters arise.

B. 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.

C. A grievance must be brought to the attention of the employee's immediate supervisor within forty-five (45) calendar days of the event(s) giving rise to the grievance. If it cannot be resolved then it should proceed as follows:

1. Step 1: A meeting between the employee, his/her designated Union representative (if requested by the employee), and the employee's supervisor within five (5) working days after the grievance is brought to the supervisor's attention. If the grievance is not resolved within ten (10) working days of being brought to the employee's supervisor's attention, then it shall be deemed denied and the matter shall be moved to Step 2.
2. Step 2: The grievance will be reduced to writing, citing the provisions of the Agreement that are alleged to have been violated, and provided to the Company's representative no more than ten (10) working days following the Step 1 denial of the grievance. A meeting between the employee, his/her designated Union representative, and a representative of the Company will be held within ten (10) working days from the date that the Company received the written grievance. If the Company or the Union is unavailable to meet during these ten (10) days, either party may request a reasonable extension. The Company will provide a formal response in writing no more than fifteen (15) working days after the parties meet. If the grievance is not resolved after the Step 2 meeting, the Union or the Company may submit the matter to arbitration.

D. The matter shall be submitted to arbitration in the following manner:

1. The Union may submit the matter to arbitration by notifying the Company in writing of intent to arbitrate within fifteen (15) working days of the Company's formal response to the Step 2 meeting.
2. The arbitrator shall be a disinterested person. The parties shall in good faith attempt to mutually agree upon one (1) arbitrator within fifteen (15) days after the Company's receipt of the arbitration notice.
  - a. Should the parties fail to agree on an arbitrator, the arbitrator shall be assigned based on the following rotation:
    - i. Horowitz, FREDRIC R.
    - ii. Grossman, Joel M.
    - iii. Kenneth Perea

- b. In the event that the arbitrator is unavailable to hear the case within ninety (90) days, absent mutual agreement of the parties, the next arbitrator on the list will be appointed. In the event that no arbitrator is available within ninety (90) days the arbitrator with the next available date shall hear the case, absent mutual agreement of the parties.
3. The parties will cooperate in exchange of information prior to the hearing regarding the expected utilization of documents and witnesses, including the exchange of lists of witnesses and copies of documents to be utilized. The parties agree to produce requested documents and/or lists, subject to confidentiality and privilege concerns, at least fifteen (15) days in advance of arbitration. Such utilization shall not be precluded because such exchange did not take place.
4. The arbitration shall be conducted under the Labor Arbitration Rules then prevailing of the American Arbitration Association "AAA", except where in conflict with the provisions herein, which shall control. The fees and expenses of the arbitrator and a court reporter, if mutually agreed upon, shall be borne equally by the parties.
5. A final decision of the arbitrator shall be made speedily, shall be transmitted in writing by registered mail to the parties, and such a decision shall be binding upon the Company, the Union, and the Employee(s) affected thereby and each of them will promptly comply.
6. The powers of the arbitrator are specifically limited to a determination of the meaning or the application of this Agreement including the arbitration clause. Nothing herein contained shall be deemed to give the Arbitrator the authority, power, or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

## **VI. MANAGEMENT RIGHTS/OWNERSHIP OF MATERIAL PRODUCED**

A. Except as modified or restricted by this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Station, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine the qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Station's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Station; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Station; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Station and to direct the Station's employees. The Station's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Station's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Station's right to exercise such right, prerogative or function or to preclude it from exercising the same in some other way not in conflict with this Agreement.

B. The material prepared in the course of work for the Station, as between the Employee and the Station, shall be the sole and exclusive property of the Station and may be used, reused, exploited, by the Station, the Company, and their parents, subsidiaries and related companies and their licensees in any manner (including, without limitation, the editing and re-editing of any recorded material) and in any media device and/or delivery system now or hereinafter known, devised, existing, contemplated, recognized and/or developed throughout the world in perpetuity.

## **VII. DUTIES**

All duties shall be non-exclusive. Employees may be assigned to perform duties in any category. Moreover, Employees may be assigned to perform similar and related non-exclusive functions for any media, emerging media, devices and/ or delivery systems. Assignment of category shall be at the sole discretion of management. An Employee may be assigned to perform duties in another category for no additional compensation.

Duties include but are not limited to booking and scheduling guests, interviewing, recording interviews, generating and researching story and interview ideas, coordinating and supervising program content, planning, writing, gathering audio, editing, performing production work for program and commercial material, monitoring pace and flow of programs, completing and monitoring transmitter and program logs, performing technical and clerical duties, driving vehicles, assisting promotion, training others, working on special projects and other duties as assigned.

Management employees may supplement Employees' duties in any situation and in their sole discretion. An Employee may write for on-air radio but after ninety (90) consecutive days of doing so, and if Employee continues to do so, Employee must be paid at the rate of pay applicable under the Staff Radio and Television Writer/Producers and Newswriters (Los Angeles) Supplement to the WGA -Entercom National Staff Agreement (the "Broadcast Newswriters Agreement").

As modified by the foregoing, the Station shall also have the right to assign an Employee to provide services in connection with: programs produced by the Station solely for distribution to other media outlets, including, without limitation, any television, radio, mobile, computer or Internet network, and any distribution outlet now owned or hereafter acquired by the Company or any of its parents, subsidiaries or related companies. The Station shall not be liable for payment of additional compensation to an Employee for such additional assignment or use and the compensation as provided by this Agreement is intended to and will constitute full consideration for all such assignments and uses. The Station may assign Employees to operate any portable prosumer electronic cameras and all related and associated equipment for any media. Where an Employee operates such a camera pursuant to this subparagraph, that Employee may also operate equipment related to the assignment, such as edit equipment and transmission equipment for transmitting the material to the Station for recording at the Station or for live on-air use or electronic story filing (together, "prosumer equipment"). Notwithstanding the foregoing, nothing herein is intended to confer jurisdiction on WGA over operation of prosumer equipment, or to otherwise limit the Company's right to assign other individuals who are not covered by this Agreement to operate prosumer equipment.

Employer agrees that its exercise of its rights under this provision will not directly reduce employment under the Broadcast Newswriters Agreement.

## **VIII. STAFF AND PER DIEM EMPLOYEES**

A. The Station shall be free to hire Employees on a Staff or Per Diem basis.

B. For Staff Employees, the first twelve (12) months of employment shall be considered an introductory period. Employees may be terminated without a warning at any time during the introductory period for any reason. If a Per Diem Employee transfers to Staff status, the

probationary period begins with the effective date of the status change (i.e., the adjusted date of hire). An employee's rate of pay will not be reduced because of a change to Staff status.

C. Seniority for Staff Employees is the length of service with the Station in a Staff position covered by this Agreement. Per Diem Employees are not covered by the seniority provision. The Company will supply the Union with a copy of the current seniority list upon request.

D. Should a Staff vacancy occur, a Per Diem Employee who has worked at least 250 shifts for the Station shall be eligible to apply for the Staff position.

E. Nothing herein shall be deemed to restrict or otherwise limit the Company's right to employ individuals covered by this Agreement on a Per Diem basis.

F. Except as otherwise provided herein or by applicable law, Per Diem Employees shall not be eligible for Company-provided benefits.

## **IX. MINIMUM TERMS AND CONDITIONS/NON-WAIVER OF RIGHTS**

A. The minimum terms and conditions governing employment are set forth in this Agreement. Nothing herein shall prevent the Company from providing more favorable terms and conditions.

B. The acceptance by an Employee covered under this Agreement, for any work or services under this Agreement, of payment or other consideration in money by check or in any other form, shall not be deemed a waiver by such Employee, nor constitute a release or discharge by him/her of such Employee's rights, either under this Agreement or under any agreement subject to this Agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases, shall be null and void to the extent provided for above, unless WGA's prior written approval is first had and obtained.

## **X. WAGES**

A. Rates: Staff Employees shall receive the following weekly minimum rates of pay:

	<b>10/9/2019</b>	<b>10/9/2020 (2%)</b>	<b>10/9/2021 (2%)</b>
<b>0-12 months of employment</b>	\$773.00	\$788.46	\$804.23
<b>After one (1) year of employment</b>	\$911.00	\$929.22	\$947.80

Per diem employees will be paid a minimum hourly rate of 1/40 of the weekly minimum rates of pay above.

B. The Company shall have the right to pay on a weekly, bi-weekly, or semi-monthly basis at the Company's discretion, upon reasonable notice to Employees and to the Union.

C. Staff and Per diem employees who (1) are not employed pursuant to a written personal services contract that provides for compensation in excess of the minimum scale, (2) have been employed for at least one year as of the date of the increase, and (3) have not received a pay increase in the twelve (12) months prior to the date of the increase will receive the following increases to their pay:

- i. 2% effective 10/9/2019;
- ii. 2% effective 10/9/2020; and
- iii. 2% effective 10/9/2021.

## **XI. WORKING CONDITIONS**

A. **WORK WEEK:** The regular work week for Staff Employees shall consist of forty (40) hours per week, and such hours shall be in five (5) days of work unless an alternative workweek schedule has been implemented pursuant to applicable law.

B. **OVERTIME:** Any hour or part thereof in excess of forty (40) hours worked per week or eight (8) hours worked per day shall be considered overtime. Overtime is mandatory; however, Employer will use best efforts to secure volunteers to work overtime before assigning overtime to Employees. Overtime shall be compensated at the rate of time and a half for hours worked after forty (40) in a week or eight (8) in a day. Meal periods shall be excluded from the computation of hours worked for purposes of calculating overtime. No overtime shall be worked without prior management approval or authorization.

C. **SCHEDULES:** Schedules shall be posted electronically fourteen (14) days in advance. A minimum advance cancellation notice of seventy-two (72) hours is required to cancel a scheduled Per Diem shift. Employee is responsible for checking his/her schedule and to call in for his/her schedule upon return from vacation or approved leave of absence. The Station is responsible for notifying the Employee of any schedule change made after the end of the Employee's shift. It is understood that notification via personal e-mail or via a message left on a personal answering machine or voice mail shall constitute adequate notification.

D. **MEAL PERIODS:** Employees who work a shift of five hours or more will be provided with an unpaid meal break of no less than one half hour in duration. If an employee is not given a half hour meal period during a shift of five (5) hours or more, then such employee shall receive a penalty equal to thirty minutes of pay at his or her regular rate of pay in addition to payment for time worked. For example, if an employee works from 10:00 a.m. to 6:00 p.m. and does not receive a lunch break, he or she will receive 8 hours of pay for time worked at his or her regular rate plus an additional thirty (30) minutes of pay as a penalty.

E. **MINIMUM CALL:** Employees shall be compensated for a minimum of four (4) hours per shift for assigned work if they are required to report to the Station. Employees shall be compensated for a minimum of two (2) hours for assigned work if they are not required to report to the Station.

F. **ON-CALL DUTIES:** Employees may be assigned to cover an on-call overnight shift on a rotational basis. Employees who are asked to perform work during their designated on-call overnight shift shall be compensated at the applicable overtime rate for a minimum of one (1) hour or for time actually worked, whichever is greater. Employees who are assigned to cover an on-call overnight shift are required to be accessible by telephone.

G. The Company will provide Employees with adequate physical working conditions in accordance with all applicable laws.



H. The Company recognizes that during the first week of employment, a new Employee may require familiarization with the area of the Company operation to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other Employee.

I. Upon request, the Company shall make available to all Employees covered under this Agreement lockable storage space.

J. Employees covered under this Agreement may participate on the Joint Committee on Safety and Health established pursuant to the Broadcast Newswriters Agreement.

K. 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 may include hands-on time on equipment in addition to instruction by a person who is well-versed on that equipment.

L. 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.

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

N. The Company will abide by all legal requirements with regard to building evacuation plans and fire drills. Except as directed by a governmental authority, no Employee shall be directed or required to remain at his/her work station if he/she reasonably believes that he/she is in physical danger from fire or other hazard.

O. Employees and managers will continue to treat each other with mutual respect.

## **XII. COMPANY BENEFITS AND POLICIES**

Staff Employees shall be eligible for the following Company -sponsored benefits and plans, on the following terms and conditions. To the extent that Staff Employees covered by this Agreement are eligible for Company sponsored benefits and plans, it is understood that from time to time, changes may be made to such benefits and plans that are generally applicable to all staff employees. By way of example, but not limitation, changes in such benefits and plans may include termination in accordance with the terms of the benefit plan or policy, substitution of, or merger with, another plan or policy or part thereof, improvements and modifications in the plan or policy, creation of a new plan or policy, etc. It is understood that where such changes apply to all staff employees of KNX generally, KNX will not be obligated to bargain with WGA on behalf of its represented Staff Employees with respect to those changes.

### **A. VACATION**

Staff Employees covered by this Agreement are eligible for vacation benefits as set forth in the Audacy Employee Handbook. All vacation requests must be submitted in writing in advance of the requested vacation and must be approved by Station management in writing in order to be effective. Station management shall have the right to establish "black out" periods regarding vacation selection.

**B. SICK PAY AND SHORT AND LONG TERM DISABILITY BENEFITS**

Staff Employees covered by this Agreement are eligible for sick pay benefits as set forth in the Audacy Employee Handbook. Staff Employees covered by this Agreement are eligible for short and long term disability benefits as offered by the Company to similarly situated non-union employees.

**C. LEAVES OF ABSENCE**

Staff Employees covered by this Agreement are eligible for the following leaves of absence provided by the Company as set forth in the Audacy Employee Handbook: (1) Bereavement Leave; (2) Paid Parental Leave; and (3) Personal Leaves of Absence. All Employees, both Staff and Per Diem, are eligible for any leaves of absence provided under applicable law (including but not limited to leaves of absence under the Family Medical Leave Act or the California Family Rights Act), subject to satisfaction of statutory or legal eligibility requirements.

**D. HOLIDAYS**

Staff Employees receive holidays provided pursuant to Company policy, as set forth in the Audacy Employee Handbook. If due to operational needs, a Staff Employee is not given the holiday off, or if the holiday falls during the Staff Employee's vacation, or if the holiday falls on the Staff Employee's regular day off, he/she will be given, at management's option, a compensatory day off or eight (8) hours straight time pay in addition to regular pay. Compensatory days off shall be granted based on the operational needs of the Station, and will be scheduled at a time mutually satisfactory to the Station and Employee. It is understood, however, that if in the reasonable view of management, Employee can only be replaced with difficulty, such compensatory days may, at management's election, not be scheduled. In the event that such compensatory days are not taken within six (6) months of their having been granted, Employee will be paid forthwith at straight time for such compensatory days.

The Company agrees to provide notice to the Union of the Company's schedule of holidays on a yearly basis.

**E. TRAVEL AND EXPENSE REIMBURSEMENT**

The Company will reimburse for all necessary business expenses that are reasonable, approved, and properly documented and submitted.

**F. JURY DUTY PAY**

Staff Employees covered by this Agreement are eligible for jury duty pay as set forth in the Audacy Employee Handbook.

**G. LIFE INSURANCE**

Staff Employees covered by this Agreement shall receive Company -paid basic term life insurance in the amount of one times their base salary in accordance with the Audacy Group Benefits Plan. Staff Employees covered by this Agreement are eligible to purchase additional life insurance coverage and benefits for themselves, their spouses, or their immediate family. In addition, Staff Employees covered by this Agreement are eligible to purchase accidental death and dismemberment insurance for themselves, their spouses, or their immediate family. The terms and conditions of such benefits, including eligibility, are as set forth in the plan documents.

#### H. TRAVEL ACCIDENT INSURANCE COVERAGE

Employees covered by this Agreement are eligible for coverage for travel accidents under any existing Company insurance policy that provides such coverage, pursuant to the terms and conditions of such policy.

#### XIII. HEALTH AND RETIREMENT BENEFITS:

Staff Employees covered by this Agreement will be eligible to participate in the following Company health and retirement benefit plans on the same basis as non-represented staff employees pursuant to the terms of the applicable plans, programs, or policies: (1) the Audacy Group Benefits Plan, (2) the Commuter Flexible Spending Account Benefit; and (3) the Audacy 401K Savings and Retirement Plan.

Eligible Per Diems will have the option of enrolling in the Audacy Part Time Health Benefit Plan that has been established by the company to comply with the Affordable Care Act.

#### XIV. COMPLIANCE WITH COMPANY POLICIES:

All Employees covered by this Agreement are expected to review and comply with all generally applicable Company policies, including but not limited to the Audacy Equal Employment Opportunity, Anti-Harassment, and Anti-Retaliation Policies and those policies set forth in the Audacy Code of Business Conduct and Ethics. In addition, the Audacy Employee Handbook will be made available to Staff Employees, and all Staff Employees are expected to review and comply with the policies set forth therein, and participate in any training required under such policies and any other policies promulgated by the Company.

The Company will provide a copy of the Audacy Employee Handbook to the Union each January during the Term of this Agreement.

#### XV. DISCHARGE AND LAYOFF

A. DISCHARGE: The Company shall have the right to terminate any Employee covered by this Agreement.

B. PERFORMANCE COUNSELING: If a Staff Employee's job performance is unsatisfactory, a management critique shall specify the areas in need of improvement, and there will be an opportunity for that Staff Employee to improve his/her job performance.

C. NOTICE: Any Staff Employee terminated under the terms of this provision, other than for misconduct, incompetency, insobriety, insubordination or for any of the reasons set forth in the Audacy Employee Handbook section entitled "Immediate Discharge" shall be given a minimum of two (2) weeks notice or pay in lieu thereof.

D. LAYOFF: In the event that the Company determines it is necessary to lay off Employees, the Company shall be free to determine who is to be laid off in its sole discretion.

E. SEVERANCE PAY: In cases of discharge or separation for reasons other than misconduct, incompetency, insobriety, insubordination, or "cause" as defined in the Audacy Group Benefits Plan/Severance Benefits section entitled "Participation", Staff Employees who have completed two (2) years of service will be eligible to receive one (1) week of severance pay for each full year of employment up to ten (10) weeks. Severance pay shall be calculated based upon the Staff Employee's actual base pay at the time of discharge or separation. All severance payments are conditioned on the Staff Employee's execution of a general release of claims on a form determined

by the Company prior to the receipt of such severance pay.

**XVI. NO DISCRIMINATION**

The Company and the Union agree to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, alienage or citizenship status, marital status, creed, genetic information, height or weight, sexual orientation, veteran's status, gender identity and gender expression, or any other characteristic protected by law.

**XVII. SHOP STEWARDS AND ACCESS**

Duly authorized representatives of the Union may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company, except at any places where the Company reasonably deems secrecy essential; in such latter places, Union representatives shall consist only of Employee's regularly working at such places. The Company further agrees to recognize Employee(s) designated by the Union as Shop Steward (s) or Alternate Steward(s) and to permit such person(s) to engage in such legitimate Union activities that do not interfere with normal operations. Upon timely request of the Employee, and subject to operating needs, the Company will rearrange the schedule of any Employee who is elected to the Union Board or as a Shop Steward to allow such Employee to attend scheduled Union Board and/or Shop Steward meetings on his/her own time.

**XVIII. CONSOLIDATION OF OPERATIONS**

A. In the event the Company decides it makes business sense to merge or consolidate the unit covered by this Agreement with a network, station or other operation not covered by this Agreement (including but not limited to a network, station or other operation not owned by the Company), the Company and the Union agree that the Company shall notify the Union of its desire to bargain over the Company's proposal to allow employees at the merged or consolidated operation not covered by this Agreement to perform work on behalf of the merged or consolidated operation covered under this Agreement. Such notice may be delivered in the manner set forth in Article XX herein, and for purposes of this Paragraph, notice shall be deemed received on the business day on which the notice was mailed or emailed. If notice is provided via first class mail, the Company agrees to telephone and/or e-mail Fatima Murrieta (or her successor) to inform her that notice was mailed to her office.

B. The Union agrees to meet with the Company within thirty (30) calendar days of receipt of such notification to bargain over the issue set forth in Paragraph A above. Prior to such meeting, the Company shall provide information to the Union concerning all aspects of the claimed merger or consolidation that is requested by the Union and is relevant to the Union's role as collective bargaining representative.

C. Under no circumstances will the provisions of this Agreement be in any way modified for a period of ninety (90) days from the date bargaining commences. Unless there is mutual written agreement otherwise, the number of bargaining unit employees covered by this Agreement on the day before such notice is delivered to the Union as described in Paragraph A above shall not be reduced by layoff during the ninety (90) day bargaining period. The Company shall have no duty to replace employees who voluntarily resign, are terminated due to incapacity or death, or who are terminated for cause during the ninety (90) day bargaining period.

D. The Company and the Union agree to endeavor to complete these negotiations within ninety (90) calendar days from the date the notification referenced in Paragraph A above is deemed received. If no agreement is reached by the Company and the Union during the ninety (90) calendar day bargaining period, the Company may implement its last proposal on consolidation to the Union.

E. The Company and the Union acknowledge that the bargaining contemplated herein shall not constitute a waiver of any legal right held by either of them, and the Company and the Union expressly reserve all of their respective legal positions. If the Company and the Union have not reached mutual agreement within the ninety (90) calendar day bargaining period, either may avail itself of any and all rights each of them may have under the law and any applicable provisions of this Agreement, including the right to initiate proceedings before the National Labor Relations Board. Nothing contained in this Paragraph shall prevent the Company and the Union from continuing negotiations or attempting to reach agreement on their own at any time.

**XIX. WRITTEN WARNINGS AND ACCESS TO PERSONNEL FILES**

A. Management may, when it deems appropriate in its sole discretion, issue a written warning or counseling memorandum to an Employee for reasons that include but are not limited to violations of Company or Station policy, failure to adhere to managerial directives, or as part of a performance critique as set forth in Article XV(B) herein. Such a written warning or counseling memorandum shall document the reasons for such warning or memorandum. If the written warning or counseling memorandum is made part of the Employee's personnel file, a copy will be provided to the Employee and to the Union. Any written response by the Employee to such written warning or counseling memorandum will likewise be made part of the Employee's personnel file. Nothing herein shall obligate the Company to issue a written warning or counseling memorandum for conduct that may result in immediate discharge, including but not limited to misconduct, incompetency, insobriety, insubordination, or any of the reasons set forth in the section of the Audacy Employee Handbook section entitled "Professional Conduct."

B. Employees may request access to their personnel files. Such request should be made in writing to the Human Resources Representative. Access will be provided at a reasonable time thereafter on a date and time that is mutually convenient to the Employee and to the Human Resources Representative and subject to operational need. The personnel file will be reviewed in a location designated by the Human Resources Representative, and documents may not be removed from the personnel file by the Employee. An Employee may request and be provided with copies of any documents in the personnel file that the Employee signed in connection with his or her employment.

**XX. NOTICES**

Notices required under this Agreement shall be sent by mail to the Union at the following address, Writers Guild of America, West, 7000 West Third Street, Los Angeles, CA 90048 (attention: Fatima Murrieta (or her successor)) or to the Company in care of the Legal Department, Audacy California, LLC, 2400 Market St. 4th Fl, Philadelphia, Pennsylvania 19103. In addition, the Union and the Company agree that notices delivered by e-mail shall satisfy this requirement.

**XXI. SEPARABILITY**

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.

**XXII. TERM OF AGREEMENT**

The term of this Agreement shall be three years from October 9, 2019.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year, unless written notice of election to terminate or cancel or modify any provision of this Agreement is given by one party and received by the other not later than sixty (60) days prior to the expiration of the

Agreement.

**XXIII. LOCKOUTS – STRIKES**

A. The Company agrees that, during the existence of this Agreement and so long as the Union performs its obligations hereunder, it will not lock out any of the Employees covered by the terms hereof unless and until the Union fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award.


B. The Union agrees that, during the existence of this Agreement and so long as Company performs its obligations hereunder, and unless and until the Company fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award, (1) it will not strike against, picket or boycott the Company, or directly or indirectly interfere with any of the Company’s operations, as to the Employees covered by this Agreement with respect to services rendered hereunder; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet or participate in any such strike, picketing boycott or interference with any of the Company’s operations; (3) to the extent the Union has agreed not to strike, it will instruct its members to perform their contracts with the Company.

C. In the event of a strike by any other union, or by the Union concerning employees not covered by this Agreement, the Employees covered by this Agreement shall perform their scheduled assignments but shall not be required to perform duties not ordinarily performed by them prior to said strike.

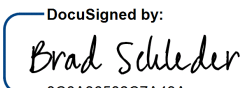
D. Nothing in this Agreement shall require the Union or members thereof to cross a picket line established in connection with a labor dispute, involving the Employer by a union or unions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AUDACY CALIFORNIA, LLC

By:   
8C8E0396A8FE42B  
Date: 10/6/2021

WRITERS GUILD OF AMERICA, WEST, INC.

By:   
8C6A36582C7A43A...  
Date: Brad Schleder  
8/27/2021