

2019 - 2022 WGA-ENTERCOM NATIONAL STAFF AGREEMENT**Table of Contents**

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2019 - 2022 WGA-ENTERCOM NATIONAL STAFF AGREEMENT

AGREEMENT made as of the 6th day of April, 2019, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union"), acting on behalf of itself, and 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, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed as Staff Radio Writers, Editors, News Desk Associates, Assistant Producers and Production Assistant/Assistant Producers at WBBM-AM, (as hereinafter more particularly defined), and Entercom Operations Inc. acting on behalf of itself and its subsidiaries, Entercom California, LLC, Entercom Illinois, LLC and Entercom New York, LLC (collectively, the "Company" referred to herein).

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

I. SCOPE

A. This Agreement applies and is limited in its application to staff Promotion Writer/Producers (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company at WCBS-AM in New York or at KNX-AM in Los Angeles, staff Newswriters (as hereinafter defined in the applicable supplement) now or hereafter employed at WCBS-AM in New York, at WBBM-AM in Chicago or at KNX-AM in Los Angeles for local AM radio broadcasts, Radio staff News Desk Associates (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company at WCBS-AM in New York, and staff Assistant Producers now or hereafter employed by the Company at WBBM-AM in Chicago

B. This Agreement shall be supplemented by separate agreements with the Company covering certain specific terms of employment as follows:

New York Staff Promotion Writer/Producers
New York Staff Newswriters
New York Staff News Desk Associates
Chicago Staff Newswriters
Chicago Assistant Producers and Production Assistant/Assistant Producers
Los Angeles Staff Promotion Writer/Producers and Newswriters

C. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement and/or applicable Supplement thereto as to the name, social security number, employment date, shop (e.g., WBBM-AM), classification (e.g., Newswriter) and starting weekly salary of each Employee. The Company will also furnish the home address of the Employee except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

In the event the Company should transfer any employee covered by this Agreement to a position in another shop covered by this Agreement or to a position not covered by this Agreement, or if an Employee resigns, the Company will notify the Union in writing of such change.

D. It is agreed that the scope of this Agreement is without prejudice to any claim which may

hereafter be asserted by the Union or by the Company that the bargaining unit be wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

E. See also Local Supplements.

F. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement and/or applicable Supplement thereto.

G. See Sideletter 21 regarding News Editors at WCBS-AM in New York, and Desk Associates at WBBM-AM in Chicago.

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 Newswriters employed by the Company at WCBS-AM in New York, WBBM-AM in Chicago, and KNX-AM in Los Angeles, all Promotion Writer/Producers employed by the Company in New York at WCBS-AM, or at KNX-AM in Los Angeles and for all News Editors employed by the Company in New York, and for all staff News Desk Associates employed by the Company at WCBS-AM in New York, and all Assistant Producers and Production Assistant/Assistant Producers and News Desk Associates employed by the Company at WBBM-AM in Chicago, 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 contained in Paragraph C of this Article II.

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 a majority of the Newswriters employed by the Company at WCBS-AM in New York, WBBM-AM in Chicago and KNX-AM in Los Angeles, the Promotion Writer/Producers employed by the Company at WCBS-AM in New York or at KNX-AM in Los Angeles, the News Editors employed by the Company in New York, the staff News Desk Associates employed by the Company at WCBS-AM in New York, and the News Desk Associates and Assistant Producers and Production Assistant/Assistant Producers employed by the Company at WBBM-AM in Chicago, and will continue to represent a majority for such purposes for the duration of this Agreement.

D. See Sideletter 21 regarding News Editors at WCBS-AM in New York, and Desk Associates at WBBM-AM in Chicago.

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

C. Nothing in this Article III shall be construed to require the Company to cease employing any Employee if the Company has reasonable ground 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.

D. If the Company should employ an applicant not a member of the WGA, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements. (See also Sideletter 1.)

IV. DUES CHECK-OFF

A. The Company agrees upon 30 days' notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in 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 Entercom MARKET, LLC to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc.*, 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the 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: _____

C. The Guild shall indemnify and save 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.

**With respect to payment on behalf of employees at KNX-AM in Los Angeles, remit to Writers Guild of America, West, Inc., 7000 W. Third Street, Los Angeles, Calif. 90048*

V. VACATIONS

A. Vacations shall be scheduled by the Company throughout the calendar year at such times as the Company specifies. However, the Company agrees to take into account the preferences of the Employees affected whenever it can reasonably do so. Length of service within the particular operating unit will be a factor in vacation selection.

B. Vacations shall be scheduled the day following the Employee's scheduled day off.

C. If an Employee's vacation entitlement for the year is two (2) weeks or more, such entitlement may be taken during such year in two parts, with a minimum unit of one week. Notwithstanding anything herein, the Company agrees to give reasonable consideration to requests for further splits in units of at least one week. By mutual consent of the Employee and the Company, Employees may take one (1) weeks' vacation as five (5) separate or combined vacation days. Carryover of vacation from one year to the next shall be in accordance with Company policy. Nothing contained herein shall serve, in any manner, as a forfeiture of or limitation upon any or all protections provided by applicable law against forfeiture of accrued vacation.

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 preceding year	3 weeks
On or before December 31 of fifteenth preceding year	4 weeks

On or before December 31 of twentieth preceding year 5 weeks

E. An Employee whose employment is terminated for any reason shall receive vacation severance in accordance with the following Vacation Severance Pay Schedule:

<u>Termination Date</u>	<u>Vacation Entitlement</u>
January 1 – March 31	25% minus days already taken
April 1 – June 30	50% minus days already taken
July 1 – September 30	75% minus days already taken
October 1 – December 31	100% minus days already taken

F. If, at the request of the Company, an Employee is recalled from his/her vacation or is required by the Company to change or postpone an approved vacation in order to accept an assignment by the Company, he/she shall be reimbursed for any costs reasonably attributable to the interruption or change in his/her vacation. An Employee who is recalled from his/her vacation shall receive the unused portion of his/her vacation on completion of such assignment, or as soon thereafter as practicable. In addition, such Employee shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled period of his/her vacation up to a maximum of five (5) additional days.

G. Prior to the start of the calendar year, in each locality covered by this Agreement, the appropriate Company official will meet with the appropriate Union representative to discuss the Company's plans for the scheduling of vacations for the Employees covered by this Agreement. It is understood and agreed that with respect to the scheduling of vacations within the calendar year and the necessity for vacation replacements, the Company's decision shall be final, except that:

(1) in the case of Newswriters and News Desk Associates, if at the time the weekly work schedule is ready for posting or thereafter the Union is of the opinion that such Writer or News Desk Associate will be required to work an excessive amount of overtime as a result of the vacation work schedule for such week, or

(2) in the case of Promotion Writer/ Producers, if two weeks prior to the weekly work assignment in question or thereafter the Union is of the opinion that such Writer will be required to work an unreasonable number of hours as a result of the vacation work schedule for such week, the matter may be taken up under the grievance and arbitration machinery hereunder.

H. See also Local Supplements.

VI. TRAVELING EXPENSES

A. An Employee who leaves from home and travels to an out-of-area assignment shall be credited with one (1) hour for traveling from home to the terminus. Such time shall be measured from the scheduled departure of the public conveyance. A credit of one (1) hour, measured from the public conveyance's arrival time at the terminus, shall be allowed if, at the conclusion of such assignment, the Employee travels directly from the terminus to home. All other time traveled by any Employee who

travels to or from an out-of-area assignment shall be included in the computation of said Employee's work day.

B. If an Employee is required by the Company to perform services at any location sufficiently distant from the Company's facility where he/she is regularly assigned so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the reasonable board and lodging of such Employee while required to remain at such location, and agrees to furnish for such Employee transportation in accordance with Company policy.

C. The Company shall also pay all necessary expenses for trips between the facility as aforesaid and outside assignments. Subject to Company policy on cash advances and accounting, monies necessary for travel and work-related expenses will be advanced to the Employee by the Company prior to his/her departure. Miscellaneous local expenses will be reimbursed. An Employee who incurs reimbursable expenses shall submit expense reports within ten (10) days of his/her return from such travel and will be reimbursed within thirty (30) days after receipt of such statement for all authorized expenditures made in behalf of his/her assignment.

D. Any Employee using his/her automobile on Company business shall be compensated therefor in accordance with the then-current Company policy. Nothing herein shall be construed to permit the Company to require any Employee covered hereunder to use his/her own automobile. Where an Employee is required to use a Company car, the Company shall provide adequate insurance and indemnity. Where an Employee uses his/her own car on Company business, the Company shall provide insurance and indemnity pursuant to Company policy.

VII. OUT-OF-AREA ASSIGNMENTS

A. If an Employee covered by this Agreement is assigned by the Company to perform work covered by this Agreement outside the geographic jurisdiction of this Agreement, such Employee's wages and working conditions shall be governed by the terms of this Agreement and the applicable Supplement thereto.

B. Any Employee who receives a day off while on an out-of-area assignment shall be paid for that day off at a rate equal to one-fifth (1/5) of his/her weekly staff salary.

C. An Employee on an out-of-area assignment shall be credited with the travel time between his/her out-of-area lodging and the place of the assignment.

D. Notwithstanding the foregoing, an Employee on assignment outside the continental United States shall be paid for each day an amount equal to 1.65 times one-fifth (1/5) of his/her weekly staff salary. This rate shall be payable for each such day on such overseas assignment, whether worked or not, and shall constitute full payment, in lieu of all other payments.

VIII. SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave: The Company agrees to grant to Employees sick leaves in accordance with the Company policy prevailing at the time.

B. Leaves of Absence: The Company may in its discretion grant leaves of absence without

pay to Employees requesting such leave. If in the opinion of the Employee and the Union, a request has not been granted where justifiable reason exists, the matter may be taken up under the grievance machinery, but shall not be subject to arbitration. Upon resumption of employment after leave of absence, the period of service prior to such absence shall be included in determining length of service for the purposes of salary, vacation, sick leave, severance, severance pay, reemployment and, subject to the provisions of any applicable pension and insurance plans, pensions and insurance.

C. Maternity and Parental Leave: Maternity and parental leave will be granted in accordance with Company policy.

D. Jury Duty: Leaves of absence for jury duty will be granted in accordance with Company policy. Additional paid leave may be granted if warranted by the circumstances of the employee's jury duty. If such additional leave is not granted, the matter may be discussed by the Executive Director of the WGA, East or WGA, West and the Counsel of the Company.

E. Death in Family: Leaves of absence for death in family will be granted in accordance with Company policy.

F. Military Leave:

(1) Any Employee who is drafted for service in the Armed Forces of the United States or in any recognized auxiliary arm of such forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any recognized auxiliary arm of such Forces, shall be granted special leave of absence without pay for the duration of such service.

In the event that an Employee is required by law to leave the Company and accept civilian service with the Government, he/she shall be entitled to all the benefits of this Article.

(2) Any such Employee who applies in writing to the Company within a period of ninety (90) days following (a) his/her honorable discharge from the Armed Forces of the United States or any recognized auxiliary arm of such Forces or (b) the end of the compulsory period of any other service for which he/she was drafted, shall be reinstated in the position occupied by him/her at the date his/her leave of absence became effective, or be given employment in another position of like seniority, status and pay. As used herein, the word "pay" shall mean such Employee's regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on special leave of absence.

(3) In the event such former position has been discontinued, or in the event that such Employee is no longer capable of filling such former position and no satisfactory position of like seniority, status, or pay is available, the Company will pay to such Employee a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement hereunder by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her employment were considered as having been terminated at the expiration of his/her special leave of absence.

(4) Members of the Reserve Forces of the Armed Forces of the United States shall be granted military leave for Annual Unit Training in accordance with prevailing Company policy.

G. In the event any Federal, State or Local Law provides greater benefits for leaves of absence than those set forth in Article VIII herein, provisions offering such benefits shall govern in the applicable jurisdiction.

IX. MODIFICATION OF EXISTING AGREEMENTS, TRANSFER OF RESPONSIBILITY

A. The Company agrees that it will, and does hereby, modify all existing contracts and arrangements with Employees to bring the same into conformity with the provisions of this Agreement and the applicable local Supplements, with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Employee which are more favorable to such Employee than the terms of this Agreement and the applicable local Supplement.

B. The Company agrees that it will not enter into a contract with or employ, any Employee on terms and conditions less favorable to him/her than those set forth in this Agreement and the applicable local Supplement. Only the Union and the Company shall have the right to waive any of the provisions of this Agreement and the applicable local Supplement, provided, however, that the Company may only waive those rights and benefits which it has under this Agreement and the applicable local Supplement, and the Union may only waive those rights and benefits which it, or any of its members, has under this Agreement and the applicable local Supplement. The terms of this Agreement and the applicable local Supplement are minimum and the Company agrees that nothing herein contained shall prevent an Employee from negotiating or obtaining better terms than the minimums herein and in the applicable local Supplement provided.

C. Should the Company transfer an operation whose employees are covered hereunder to a location within twenty-five (25) miles of its present location, this Agreement shall continue to apply.

D. This Agreement shall be binding upon the parties, their successors and their assigns.

X. SEVERANCE

A. For all "layoffs" (severance of employment without the intent to replace the Employee dismissed), all discharges for "incompetence," as hereinafter referred to in Paragraph E hereof, and all discharges for "cause," as hereinafter referred to in Paragraph C hereof, the Company agrees to notify the Union before officially notifying the Employee concerned of the proposed termination. Where such notification to the Union has been oral, it will be confirmed in writing. At the Union's request the Company agrees to meet immediately with the Union to discuss the question, and, if no agreement can be reached at such meeting, the Union shall have the right to meet with the immediate supervisor of the Employee concerned, his/her acting department head, and/or such Company executives as the Company has designated, for the purpose of discussing the situation; provided that such meetings are held not later than fourteen (14) calendar days from the date the Union has been notified of the proposed termination, unless the Company has been unable to meet with the Union as requested within such fourteen (14) calendar days. The Employee may not be severed from the payroll sooner than fourteen (14) calendar days from the date the Union was first notified, unless the Union consents to such earlier severance, but may be severed at any time on or after the end of such fourteen (14) calendar days unless the Company has agreed otherwise, or unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days. It is understood that with respect to "layoffs" and discharges for

"incompetence" the final decision is to remain with the Company and such decision shall not be subject to arbitration, except as otherwise provided in Paragraph E hereof. The Union shall neither notify the Employee nor discuss the matter with the Employee prior to notification to the Employee by the Company. The grievance meeting provided for in the Grievance and Arbitration Articles of this Agreement may be waived as a prerequisite to arbitration by mutual consent of the Company and the Union provided that the meeting hereinbefore referred to in this Article has been held.

B. (1) All Employees Other Than Promotion Writer/Producers: In the event of a layoff of an Employee (other than a Promotion Writer/Producer), if the Employee laid off had been, prior to his/her layoff, in the employ of the Company under the applicable Supplement for a period of one (1) year and if at any time within one (1) year of the date of said layoff a vacancy occurs in the department or unit from which the Employee was laid off, the Employee so laid off shall be reemployed; or if more than one (1) Employee in that classification is laid off, the Employee(s) shall be employed in order of their seniority under the applicable Supplement prior to their layoff. This provision shall not apply if the Employee is unavailable. If an Employee is reemployed within such period, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff.

(2) Promotion Writer/Producers: In the event of a layoff of a Promotion Writer/Producer, if the Writer laid off is replaced at any time within one (1) year from the date of such layoff, the Company agrees that such Writer if he/she is then available, will be given preferential consideration for reemployment. If a Writer is reemployed, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff. The Company's decision on reemployment of any such Writer, however, shall be final and shall not be subject to arbitration.

C. The Company shall have the right to discharge an Employee for cause. (The word "cause" as used herein shall not include insubordination, dishonesty, intoxication or gross misconduct, which are covered by Paragraph D hereof, or incompetence, which is covered by Paragraph E hereof.) If the final decision of the arbitrator is that cause did not exist for the discharge, he/she shall make such award as he/she deems appropriate under the circumstances of the case.

D. The Company shall have the right to discharge an Employee immediately for insubordination, dishonesty, intoxication or gross misconduct. If the Union notifies the Company within ten (10) days after such discharge (thirty (30) days in the case of a News Desk Associate) that in its opinion such discharge is not justified, such discharge may be submitted to grievance procedure and arbitration under the provisions of Articles XII and XIII hereof. If the final decision of the arbitrator is that the discharge was not justified, the arbitrator shall order the reinstatement of the Employee involved to the position held by him/her with his/her seniority standing and all other rights unimpaired (unless in the interval his/her position has been eliminated or unless the arbitrator finds that the Employee's conduct subsequent to his/her discharge would justify his/her discharge) and with or without an award for the net wages (as hereinafter defined in Paragraph G hereof) lost by him/her either in whole or in part, as may be decided by the arbitrator.

E. The Company shall have the right to discharge an Employee for incompetence. An Employee who has one year or more of service shall have the option of electing to sign a release, attached as Exhibit A, in favor of the Company and receive severance pay of two weeks per year of service in lieu of the severance pay provided in Article XI or electing to submit his/her discharge to arbitration under the provisions of Article XIII. Each Employee who is discharged pursuant to this provision will be entitled to a 45 day period starting from the date of termination in which to review

and consider the release agreement. If the Employee does not elect to sign the release agreement within the 45 day period, no severance payments will be due. If the option is exercised, the termination shall be deemed a resignation by mutual consent.

(1) In the case of Newswriters and Promotion Writer/Producers, "incompetence" for purposes of discharge shall mean inability and/or unwillingness to perform the particular type of writing assignment (in the case of Editors, editing assignment) required by the Company. In the case of News Desk Associates employed in New York, "incompetence" for the purposes of discharge shall mean inability and/or unwillingness to perform the particular type of News Desk Associate assignment required by the Company. In any arbitration proceeding where the discharge is for incompetence, as above defined, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall find that incompetence is established if the Company has acted in good faith upon the basis of its judgment and not arbitrarily or capriciously. The Union shall not be limited in such arbitration in introducing testimony in an effort to support its position that the action by the Company was arbitrary or capricious. The parties agree that any arbitration arising out of a charge that the Company has acted arbitrarily or capriciously shall concern itself with the substance of the charge. If the final decision of the arbitrator is that the Company has acted arbitrarily or capriciously, the Company shall be obligated to reinstate the Employee, and the Employee shall be entitled to receive the net wages (as hereinafter defined in Paragraph G hereof) lost by him/her during the period of nonemployment by the Company following his/her discharge. Such period shall on his/her reinstatement be credited for all seniority purposes under this contract.

F. Acceptance by an Employee of severance pay shall not constitute an estoppel.

G. The term "net wages," as used in Paragraphs D and E hereof, shall mean the wages the Employee would have earned from the Company, less such earnings (before withholding for Federal and State taxes) as he/she may have received for services rendered during the period he/she would otherwise have spent in the service of the Company.

XI. SEVERANCE PAY

A. Newswriters, Promotion Writer/Producers, and News Desk Associates laid off or discharged for causes other than insubordination, dishonesty, intoxication or gross misconduct shall have the option of electing to sign a release attached as Exhibit A, in favor of the Company and receive severance pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount of Severance Pay</u>
0 - 3 months	0
3 - 6 months	2 weeks
6 - 12 months	3 weeks
12 months to 2 years	4 weeks
2 - 3 years	5 weeks
3 - 4 years	6 weeks
4 - 5 years	7 weeks
5 - 6 years	8 weeks
6 - 7 years	9 weeks

7 - 8 years	10 weeks
8 - 9 years	12 weeks
9 - 10 years	13 weeks
10 - 11 years	15 weeks
11 - 12 years	16 weeks
12 - 13 years	17 weeks
13 - 14 years	18 weeks
14 - 15 years	19 weeks
15 - 16 years	20 weeks
17 - 18 years	21 weeks
18 - 19 years	22 weeks
19 - 20 years	23 weeks
20 years and over	25 weeks

The Company will also give individual consideration to all entitled to receive severance pay. Each employee will be entitled to a 45 day period starting from the date of termination in which to review and consider the release agreement. If the Employee does not elect to sign the release agreement within the 45 day period, no severance payments will be due.

B. Any employee who gives less than two weeks' notice of resignation shall lose his/her accrued but unused vacation, except where prohibited by law. This forfeiture shall be one (1) day for each work day less than the above required two week notice period, e.g., if only one week of notice is given, the forfeiture shall be limited to five (5) days.

XII. GRIEVANCE MACHINERY

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.

XIII. ARBITRATION

A. In the event that such grievance cannot be settled by the parties through the grievance machinery, then either party may submit it to arbitration. Except as otherwise provided herein, the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association shall apply; provided that if such grievance has not been submitted to arbitration within six (6) months following the date on which the facts giving rise to the grievance were known by the party filing the grievance but, in no event, more than one (1) year following the date on which the grievance arose, such grievance shall be deemed to have been abandoned. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof.

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 the panel shall consist of:

Susan McKenzie

Carol Wittenberg
George Nicolau
To Be Determined

In Los Angeles, the panel shall consist of:

To Be Determined

In Chicago, the panel shall consist of:

George Fleischli
To Be Determined

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.

C. In the case of discharge of any Employee, where the discharge is subject to arbitration, the parties agree to the following expedited procedures in lieu of the grievance and arbitration procedures specified above:

- (i) The Union and the Company shall, upon execution of this Agreement, mutually select a panel of five (5) arbitrators who will have indicated willingness to arbitrate a case under this section expeditiously.
- (ii) Written or telephone notice of the discharge will be given to the appropriate office of the Union.
- (iii) Within fifteen (15) days of receipt of such notice to the Employee or the Union, whichever is later, the Union may notify the Company in writing of its intent to submit the discharge to arbitration. In such case, the parties will select an Arbitrator in order from a list agreed upon by the parties. The order shall be determined as follows: the first such arbitration shall be submitted to the first arbitrator appearing on the applicable list. The second such arbitration shall be submitted to the arbitrator whose name appears next on the applicable list after the name of the arbitrator selected to hear the first arbitration, and so on in rotation. If the arbitrator so selected cannot or will not offer a date within thirty (30) days of the notice of arbitration, either party may opt to move to the next arbitrator on the list,

and so forth with regard to the other arbitrators with respect to whom the same procedure shall be followed. If no arbitrator can hear the case within thirty (30) days, the parties will select the arbitrator from the panel who is able to hear the case at the earliest date after the notice of arbitration. The parties agree that postponements will be made only by mutual consent or because of extraordinary circumstances.

- (iv) There shall be no transcript of the proceedings.
- (v) Briefs, if any, must be filed within five (5) business days after the hearing.
- (vi) The Arbitrator shall issue an Award within five (5) business days of the close of hearing or the receipt of briefs, whichever is later.
- (vii) The Arbitrator's Opinion shall follow within five (5) days of the Award. For purposes of legal appeals from the Arbitration Award only, the parties agree that the award shall be considered to have issued at the time of the issuance of the opinion.

D. At arbitration hearings the release of Company employees who are covered by this Agreement, and whose attendance is requested by the Union, will be on the basis of an unpaid leave of absence for union business, unless the Company and the Union expressly agree otherwise. Nothing herein shall hamper or interfere with the Company's ability to operate its business.

E. Subject to the Company's performance of the foregoing, the Union agrees that it will not directly or indirectly authorize, aid, encourage, direct, abet or participate in any stoppage of work during the arbitration or prior to the rendition of the award, and the parties agree that all awards rendered will be binding upon them. Subject to the Union's performance of the foregoing, the Company agrees that it will not directly or indirectly lock out the Employees under this Agreement during the arbitration or prior to the rendition of the award.

F. Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

G. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement. In no event shall the arbitrator's award be retroactive to a date more than eighteen (18) months prior to the date when the demand for arbitration was served.

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.

XIV. 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 the 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) it will instruct its members to perform their contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other union, or by the Union concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any Employee because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

XV. NO DISCRIMINATION

The Company and the Union represent that they have not, and agree that they will not, discriminate against applicants for employment or Employees because of sex, race, creed, color, national origin, ~~or~~ age, sexual orientation, marital status, physical disability, or union activity.

Any dispute under the provisions of this Article XV may be taken up under the provisions of Article XII but shall not be subject to arbitration.

XVI. BULLETIN BOARDS

The Company agrees to provide bulletin boards suitably placed for the sole use of the Guild.

XVII. SENIORITY LISTS

Seniority lists will be maintained either as provided for in the Supplements to this Agreement or if not specified therein, in accordance with past practice.

XVIII. NOTICES

Notices required under this Agreement shall be sent to the Union at its respective addresses in New York or Los Angeles, in accordance with the employment location of the Employees covered.

XIX. SHOP STEWARDS AND INSPECTION

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 Employees 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 Council (Board) or as a Shop Steward to allow such Employee to attend scheduled Council (Board) and/or Shop Steward meetings on his/her own time. For Council (Board) members and Shop Stewards who must travel to such meetings from another state (other than one neighboring New York State), the Employee's regular days off may be rescheduled to include the meeting day plus either the day before or the day after such meeting.

XX. WORKING CONDITIONS

A. The Company agrees to provide Employees with adequate physical working conditions.

B. 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.

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

E. A Joint Committee on Safety and Health will be established in each city where the Company employs Employees covered by this Agreement. Each Committee shall consist of an equal number of Union and Company representatives, provided that no Committee shall consist of more than six members. The Committee may be convened to discuss any physical working conditions complaint affecting covered employees in that city including response to and protection from biohazard and other threats to workplace safety, worksite safety protocols, evacuation procedures and drills, etc. On an ad hoc basis, either the Union or the Company may include other appropriate individuals in the Committee's discussions.

F. In Los Angeles, a Guild representative from each location will be invited to serve on any Committees established by the Company to formulate emergency Safety plans for each location in the event of an earthquake. The Guild will select its representative to each Committee. On an ad hoc basis, the Committees may include other appropriate individuals in their discussions.

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.

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.

H. All entries submitted by the Company for awards for programming produced hereunder must identify all the writers/graphic artists who made a significant contribution in writing/creating the material being entered and identify them as writers/graphic artists. The determination of significant contribution shall not be subject to arbitration, but in the event of a dispute, such determination shall be subject to a review by a committee composed of representative(s) of the Company and representative(s) of the Guild.

I. The Company will maintain current anti-crime lighting where it exists and give good faith consideration to suggestions for enhanced lighting.

J. 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 event.

K. Upon request, the Company shall provide each employee with an annual performance review on or about the anniversary of such employee's date of hire.

L. 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.

M. The Parties share a commitment to ensuring that employees are provided a safe and respectful work environment. 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 workplace harassment and discrimination, including policies and procedures for reporting, investigating, and resolving complaints. 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.

XXI. STAFF BENEFITS
(See also Sideletter 13.)

A. Payroll Classification: All Employees covered by this Agreement shall be classified for payroll purposes in such fashion as to insure that they will receive, commencing with the date of their employment, all employee benefits accorded staff Employees under this Agreement.

B. All Staff Employees employed by the Company are eligible to participate in the following benefits:

Company Life and Accident Insurance Plans

Company Travel Accident Insurance Plan
Company Long Term Disability Plan
Company Flexible Spending Account (FSA) Plan

C. 401(k) Plan: The Company agrees that all Employees covered by this Agreement shall be eligible to participate in the Company's 401(k) Plan, subject to the terms and conditions of the plan. Effective March 1, 2000, all WGA staff remain in the Company 401(k) Plan at one-half the applicable rate of the Company match for non-union employees.

D. WGA Health & Pension Plan Earnings Cap: Contributions to the WGA Health and Pension Plans remitted on behalf of both Staff and Temporary employees covered under this Agreement/Supplements are subject to a gross compensation cap of \$225,000.

E. WGA Health Plan: Staff employees are covered by the Writers' Guild-Industry Health Fund. Effective April 8, 2018, the contribution rate will be 10% (ten percent), effective April 4, 2020, the contribution rate will increase to 10.5%, and effective April 3, 2021, the contribution rate will increase to 11.5% on gross earnings subject to the earnings cap outlined Paragraph D above.

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, the contribution rate will be 8.5% (eight and one-half percent) on gross earnings subject to the earnings cap outlined Paragraph D above.

G. Company Educational Assistance Program: Staff Employees covered by this Agreement will be eligible to participate in the Company educational assistance program, subject to the terms and conditions of said plan.

H. A qualified Company representative shall meet with Employees on an annual basis to review all Company benefits in which Employees may participate. This requirement can be met by a meeting open to other employees of the Company.

XXII. 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.

XXIII. PAY DAY

The Company reserves the right to designate the pay day on an individual location basis, and may issue pay checks every two weeks or twice monthly. The Company agrees to give the Guild at least thirty (30) days' notice of any change in the pay day.

Where an employee's regular paycheck has an acknowledged shortage of two hundred fifty dollars (\$250.00) or more, or the acknowledged shortage is equal to or greater than an employee's one-day pay, whichever is less, and the employee notifies the appropriate management of the shortage on the day he receives the check or notice of direct deposit, the Company will issue a special check in the amount of the shortage. This check should normally be issued three (3) business days after notification. This provision shall not apply where the shortage is caused by the employee completing a time sheet

incorrectly or submitting it late.

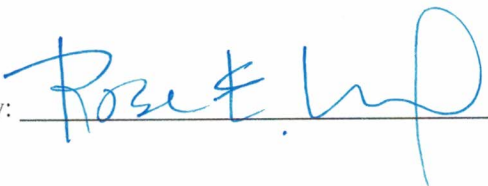
XXIV. EFFECTIVE DATES AND DURATION

This Agreement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

The term of this Agreement shall be from April 6, 2019 through April 5, 2022. The parties agree that at least sixty (60) days prior to April 5, 2022 they shall in good faith negotiate with respect to a new Agreement to take effect upon the termination hereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS INC.

By: 

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: 

EXHIBIT A**ACKNOWLEDGMENT AND RELEASE OF CLAIMS**

THIS RELEASE AGREEMENT (“Agreement”) is made between NAME (“Employee”) and Entercom Market LLC (“Employer” or “Company”).

Employer has offered Employee certain financial and other benefits conditioned upon the full execution and effectiveness of this Agreement. Employee has decided to accept this offer and, in consideration for benefits in this Agreement, Employee agrees to the covenants in this Agreement.

Therefore, for good and valuable consideration and intending to be legally bound hereby, the Parties agree as follows:

1. **Severance Payment**: In exchange for this Acknowledgement and Release of Claims, Employee will be paid \$[amount of severance], less all authorized payroll deductions and withholdings required by law (the “Severance Payment”). The Severance Payment(s) shall be made following the full execution of this Agreement, [*IF EMPLOYEE OVER 40YO*: provided Employee does not exercise the revocation right in Section 5F of this Agreement.]
2. **Release of Claims**: In exchange for the undertakings of the Company and benefits contained in this Agreement, which Employee acknowledges Employee would not otherwise be entitled to receive, Employee (on Employee’s own behalf and on behalf of Employee’s spouse, heirs, executors, and administrators, if any), hereby forever releases and discharges the Company, Entercom Communications Corp., and its and/or their respective present and former: subsidiaries, affiliates, divisions, joint ventures, members, and related companies; any employee benefit plans sponsored by the Company or any of its affiliated entities in which Employee participated or was eligible to participate; all of the foregoing entities’ respective officers, directors, agents, employees, trustees, shareholders, successors or assigns (hereinafter collectively referred to as the “Released Parties”) from any and all causes of action, rights, suits, debts, or demands whatsoever in law or in equity, including costs and attorneys’ fees (collectively “Claims”) which Employee has, had, or may have, whether known, unknown, or later discovered which arose up to and including the date Employee signs this Agreement.

This release includes, but is not limited to, any Claims arising from or relating to Employee’s employment relationship with Employer and the termination of that relationship, and Employee- will not now, or in the future, accept any recovery (including monetary damages or any form of personal relief), either individually or as a member of a class, in any forum from the Released Parties, which is based upon or arises out of any aspect of his/her employment with or separation from Company including, but not limited to, any claims for attorneys’ fees, any claims for unpaid wages or under any local, state or federal wage and hour laws, any claims he/she may have concerning any intentional or unintentional tort, any claims which he/she may have under any contract, collective bargaining agreement, or policy (including, but not limited to, the Agreement between him/her and the Company made as of the ___ day of _____, 201_), whether such contract or policy is written or oral, express or implied, any claims which he/she may have based upon any Federal, State or Local statutes, orders or regulations, including but not limited to those concerning leaves of absence (including the Family and Medical Leave Act of 1993, as amended [if California-based: and the California Family Rights Act]) those concerning pension and benefit plans (including the Employee Retirement Income Security Act of 1974), those prohibiting adverse actions or retaliation

against people who “whistle blow” or report improper conduct (including but not limited to the Sarbanes Oxley Act of 2002), and those concerning discrimination on any basis including, but not limited to, handicap or disability, race, color, creed or religion, sex, sexual harassment, national origin, age (including the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, [if California-based: the California Fair Employment and Housing Act] and/or any other claim of discrimination arising under Federal, State, or Local law), claims under any theory of wrongful discharge, or as a result of genetic information, veteran or marital status, height, weight or sexual preference or orientation, or any other basis of liability. [Name of Employee] specifically agrees to waive and release the Released Parties from all such claims.

IF CALIFORNIA EMPLOYEE – INSERT BELOW

[Name of Employee] hereby expressly waives and releases any and all rights, causes of action, liabilities, demands, and claims of any kind or nature under Section 1542 of the California Civil Code or any analogous state, local or federal law, and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known to him or her would have materially affected his or her settlement with the debtor or released party.”

Notwithstanding the foregoing, [Name of Employee] has not waived and/or relinquished any rights he/she may have to file any claim that cannot be waived and/or relinquished pursuant to applicable laws, including the right to file a charge or participate in any investigation with the Equal Employment Opportunity Commission or any other governmental or administrative agency that is responsible for enforcing a law on behalf of the government. However, [Name of Employee] acknowledges and understands that because he/she is waiving and releasing all claims for monetary damages and any other form of personal relief per this Release, he/she may only seek and receive non-personal forms of relief through any such claim. This release also is not intended to apply to insured or vested benefits, if any, for which [Name of Employee] is eligible, pursuant to the terms of any employee benefit plan in which he/she is, or has been, a participant.

Nothing in this Agreement shall prohibit or restrict Employee or Employee’s attorneys from lawfully, and without notice to the Company: (A) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively “Government Authorities”) regarding a possible violation of any law; (B) responding to any inquiry or legal process directed to Employee individually (and not directed to the Company and/or its subsidiaries) from any such Governmental Authorities; (C) testifying, participating or otherwise assisting in an action or proceeding by any such Government Authorities relating to a possible violation of law; or (D) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the

purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Employee to obtain prior authorization from the Company before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

3. No Additional Compensation or Benefits: Except as set forth in this Agreement, it is expressly agreed and understood that Employer does not have, and will not have, any obligation to provide Employee at any time in the future with any payments, benefits or other consideration other than those specifically set forth in this Agreement and any vested benefits to which Employee may be entitled according to the terms of Employer's ERISA-governed benefit plans.
4. [IF APPLICABLE UNDER SIDELETTER 3] Waiver of Claims Regarding Reemployment: Employee hereby waives his/her right to future staff and temporary employment with Employer in exchange for an additional 100% of the amount of severance pay to which s/he is entitled pursuant to Article XI of the collective bargaining agreement between the WGA East, the WGA West, and the Employer, up to a maximum of 10 additional weeks of severance pay.
5. Miscellaneous Provisions:
 - a. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if it is determined that the Release of Claims in this Agreement is unenforceable or void for any reason or in any part, Employee shall re-pay to Employer all compensation and benefits paid to Employee as part of this Agreement.
 - b. This Agreement sets forth the entire understanding between the parties in connection with its subject matter and supersedes all prior written or oral agreements or understandings concerning the subject matter of this Agreement. Employee acknowledges that in signing this Agreement, Employee has not relied upon any representation or statement made by Employer or any of its representatives that is not set forth in this Agreement. [Name of Employee] understands and agrees that the payments and benefits to be paid in consideration for this Acknowledgment and Release of Claims are intended to comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Acknowledgment and Release of Claims shall be interpreted to be in compliance therewith. In no event whatsoever shall the Company be liable for any tax, interest or penalties that may be imposed on Employee by Code Section 409A or any damages for any failure by Employee to comply with Section 409A or the above-referenced paragraph. [Name of Employee] acknowledges that he/she has been advised to obtain independent legal, tax or other counsel in connection with Code Section 409A.
 - c. [Name of Employee] HAS CAREFULLY READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS ACKNOWLEDGMENT AND RELEASE OF CLAIMS, including the fact that Employee has agreed to release and forever discharge the Releasees from any Claims arising out of Employee's employment relationship

with Employer, including specifically but not limited to Claims arising under the Age Discrimination in Employment Act of 1967, the terms and conditions of that employment relationship, and the termination of that employment relationship.

- d. EMPLOYEE UNDERSTANDS THAT HE/SHE HAS THE RIGHT TO, AND THAT HE/SHE SHOULD, CONSULT AN ATTORNEY BEFORE SIGNING THIS ACKNOWLEDGMENT AND RELEASE OF CLAIMS.
- e. EMPLOYEE UNDERSTANDS THAT HE/SHE HAS 45 DAYS FROM THE DATE OF RECEIVING THIS ACKNOWLEDGMENT AND RELEASE OF CLAIMS TO CONSIDER IT AND TO CONSULT AN ATTORNEY. HE/SHE ALSO UNDERSTANDS THAT IF HE/SHE SIGNS THIS DOCUMENT, HE/SHE HAS 7 DAYS TO REVOKE THE AGREEMENT. ANY NOTICE OF REVOCATION SHALL BE IN WRITING AND DELIVERED BY HAND OR MAIL WITHIN SEVEN (7) DAYS TO [NAME AND ADDRESS OF COMPANY OFFICIAL TO WHOM REVOCATION SHOULD BE DELIVERED]. HE/SHE FURTHER UNDERSTANDS THAT PAYMENTS TO WHICH HE/SHE MAY BECOME ENTITLED BY SIGNING THIS DOCUMENT WILL NOT BE PAID UNTIL AFTER THE 7 DAYS DURING WHICH HE/SHE MAY REVOKE THIS AGREEMENT, OR AFTER HIS/HER OFF-PAYROLL DATE, WHICHEVER IS LATER, BUT IN NO EVENT LATER THAN 60 DAYS FOLLOWING THE END OF THE 7-DAY REVOCATION PERIOD.
- f. EMPLOYEE IS SIGNING THIS ACKNOWLEDGMENT AND RELEASE OF CLAIMS VOLUNTARILY.

Entercom MARKET, LLC

By _____

[Name of Employee]

By _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Copies of Union Security Provision)

This will confirm our understanding that the Company will request its Personnel Department to furnish to all new Employees covered by the WGA Staff Agreements a copy of the Union Security Provision of this Agreement.

SIDELETTER 2

(Work-Related Complaints)

This will confirm our understanding that if a written work-related complaint about an Employee is made a part of the Employee's record, such Employee will be given the particulars of such complaint in writing and a copy will be given to the Union. Any written response by the affected Employee will likewise be made a part of such record. However, no such work-related complaint that is older than three (3) years, during which time no other incident occurred and unless such work-related complaint resulted in the Employee's suspension, shall be used in a grievance and/or arbitration proceeding. Additionally, the affected employee's response, if any, shall accompany the complaint if and when the complaint is made available by the Company for scrutiny by anyone.

An Employee may request that he/she be afforded an opportunity to see such record. Such record shall contain all personnel records kept by the personnel department and/or any other Company Employees as pertains to such Employee. Such request shall be made in writing to the appropriate department head, and will be granted during regular office hours, as soon as possible consistent with schedule requirements and the number of such requests received. The Company shall establish reasonable procedures for review of such records which may include a requirement that the Employee initial and date each document viewed.

SIDELETTER 3

(Discharge and Layoff)

During the 1987 negotiations the Company and the Union had full and frank discussions concerning the changing nature of the broadcasting business and the impact of increasing competitive forces.

As to discharge: In agreeing to make no changes in the discharge for incompetence provisions of Article X, of this Agreement the parties acknowledge: (i) over time, job requirements and the demands of the broadcasting business change; (ii) while absolute consistency is not possible in evaluating the employees covered by this agreement, if an employee's job performance is unsatisfactory, a management critique shall specify the areas in need of improvement and there will be opportunity for the individual to improve his/her job performance; and (iii) it is in the best interests of all concerned that such disputes be handled promptly and, if a discharge is arbitrated, that it be tried expeditiously.

As to layoff: In order to avoid the inherent uncertainties, and consequent disputes, in applying a "comparative abilities" test in a layoff and in order to provide a mechanism whereby the Company can continue to employ the employees it deems critical for continued operation after a layoff, the parties

have agreed to the following:

All layoffs shall be in inverse order of seniority, provided that up to one-quarter of the staff on the affected seniority list* may be protected from layoff irrespective of seniority. Where the affected seniority list is not evenly divisible by four, the number that may be protected shall be rounded up to the nearest whole number for remainders of one-half or more, and otherwise rounded down, but not less than one individual in any event. Prior to the layoff the Company will notify the Guild of the Employees who will be so protected, but the Company's choice of the Employees will be final and not subject to arbitration.

An Employee shall receive two weeks' notice of layoff, or pay in lieu thereof.

An Employee who is laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the layoff had been in strict inverse order to seniority, will receive an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XI, up to a maximum of 10 additional weeks of severance.

The Company may offer a laid-off Employee an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XI, up to a maximum of 10 additional weeks of severance, in exchange for the Employee's waiver of his/her rights to future staff and temporary employment. The Company's offer shall be made in writing at the time the Employee is notified of his/her layoff. If the Employee accepts, the Company shall be notified in writing no later than one week after the effective date of the layoff.

* All Newswriters, employed before and after March 1, 1977, on staff in the shop in which the layoff is to occur shall constitute the "affected seniority list."

SIDELETTER 4

(Staff Vacancies)

This letter confirms our understanding of the meaning of Paragraph B. of the Temporary Employees article of the Supplements to the 1984 National Agreement with regard to staff vacancies. Paragraph B. does not require a reduction in the number of Temporary Employees who are employed at the time the staff vacancy occurs. For purposes of that paragraph, and without prejudice to the position of either party in other contexts, a layoff does not create a staff vacancy. Based on this understanding, CBS has agreed to include the 1984 Paragraph B. as part of Paragraph B.1. of the Temporary Employees article of the Supplements to the National Agreement.

SIDELETTER 5

(Resignation by Mutual Consent)

This letter clarifies the expression "resignation by mutual consent" which was introduced into the Temporary Employees articles of the 1987 Supplements.

It is our mutual intention that this language is limited to situations in which monetary consideration is given in exchange for an Employee's resignation, in other words, a "buyout."

SIDELETTER 6
(DELETED)

SIDELETTER 7
(Auditions)

If the Company offers a regular staff employee an opportunity to audition (i.e., an on-the-job try-out) for any position in the Company, the Company will allow the employee to be released for such audition on the following terms and conditions: (1) such release shall be granted only if the employee's regular work schedule does not otherwise permit the employee to undertake the audition; (2) such audition shall be scheduled at a time mutually convenient for both units and the employee, with no less than four weeks' prior notice; (3) the employee shall be released for a mutually agreed upon period of time not to exceed one week; (4) no more than one employee from each unit may be released for any such audition at any one time; (5) an employee may have no more than one such release in any calendar year; and (6) an employee engaged in such audition shall be paid at the applicable rate of the position for which he/she is auditioning for the period of such audition. It is understood that the Company is not obligated to offer auditions to any employee.

SIDELETTER 8
(Burdensome Schedule)

The Company and the Union shall meet, at the request of the Union, to consider a change of schedule for any employee who has worked for what the Union or the individual considers an unreasonable length of time on a late night or early morning shift, weekend shift, and any schedule changes that result in personal hardship or unusual inconvenience.

The Company's decisions under this sideletter shall not be subject to the arbitration provision of this Agreement.

SIDELETTER 9
("Punishment Detail")

Should the Guild claim that an Employee's ongoing schedule is, in effect, a "punishment detail" and has been assigned without valid reason, the Guild may request a special meeting with the Company to discuss the matter. The Company's representatives will include the person responsible for making the decision, the executive to whom that individual reports (if requested by the Guild), and a representative of the Company.

At such meeting, the parties will discuss the scheduling decision that has been disputed and a good faith effort will be made to resolve any dispute. It is understood that management decisions with respect to scheduling matters covered by this paragraph are not subject to arbitration.

SIDELETTER 10
(Child Care)

During negotiations for the 1990-1993 WGA-CBS National Agreement and Supplements thereto, the Guild raised the issue of the need for enhanced assistance to working parents whose children need care

while they are at work. The parties recognize that while this problem is one of urgent concern to working parents, it is also exceedingly complex and susceptible to no simple solution. Accordingly, the Guild and the Company agree to establish a Joint Committee which shall meet forthwith to study the problem of assistance to working parents as it relates to Guild members who are employed on the staff of the Company.

The Joint Committee shall look into the feasibility of negotiating reduced rates at child care centers which appear on the Company's referral list.

SIDELETTER 11

(1993 Non-Exclusive Technical Duties)

This will confirm our understanding concerning the Company's agreement to reinstate the last paragraph of the Non-Exclusive Technical Duties Sideletter (e.g., New York Newswriters Agreement, Sideletter 4).

The parties agree that the Company's proposal to delete, and agreement to reinstate, this clause shall be non-citable in any grievance, arbitration or other proceedings.

Further, the Guild has agreed that it will cease processing any pending unfair labor practice charge, grievance or arbitration concerning hyphenation on UP TO THE MINUTE and will refrain from filing any new unfair labor practice charge(s), grievance(s) or arbitration(s) concerning hyphenation on UP TO THE MINUTE. If such technical duties become nonexclusive, the Guild will withdraw with prejudice any pending unfair labor practice charge, grievance or arbitration concerning hyphenates on UP TO THE MINUTE. Such withdrawal shall not be cited by either party except as necessary to enforce this Agreement. If the Company and the Union which currently has exclusive jurisdiction over technical functions do not agree in their next negotiations to make the currently hyphenated technical functions nonexclusive, the Guild reserves the right to grieve and arbitrate and/or file a ULP against the company's right to hyphenate employees covered by this Agreement into technical functions on UP TO THE MINUTE, it being understood that each party shall retain the same rights with respect to statute of limitations and laches that each may have had as of March 1, 1993 on currently filed or new claims.

Newswriters assigned to UP TO THE MINUTE prior to April 2, 1996 will continue to be hyphenated as long as they work on UP TO THE MINUTE.

UP TO THE MINUTE members shall be automatically enrolled in the Pension Plan, not the Health Fund, due to duplicative coverage.

SIDELETTER 12

(Workload)

During the 1993 negotiations, the Guild expressed the concern that its members were being subjected to excessive workload and overtime. While not in agreement with the Guild on the merits, the Company agrees with the Guild that such concerns should be reviewed in a collegial atmosphere. Therefore, the Company and the Guild agree to establish a Workload Committee composed of WGA members and Company management in each city. These Committees shall meet at the request of the Guild not more often than twice per year, on a date no later than thirty (30) calendar days after such

request was made, in each city to discuss workload and overtime issues. A request for additional meetings shall not be unreasonably denied.

At least ten (10) calendar days prior to the scheduled meeting, the Parties will exchange items to be placed on the agenda.

Each committee shall engage in open good faith discussions designed to address the issues on the agenda. Further, the Committees shall make a good faith effort to satisfactorily address the issues raised and to make recommendations. The Company, by its Industrial Relations Department, agrees to provide a written response to the Guild which will address the items discussed and any recommendations which have been made.

SIDELETTER 13 (Benefits)

It is understood that any union represented employee who participates in any Company sponsored benefit plan (e.g., pension plan, medical plan, etc.) and/or policy (e.g. sick leave, jury duty, travel insurance, etc.), does so on the same basis as other, non-union employees of this Station/operation. Therefore, as has been understood in the past, changes may be made in such plan and/or policy which are applicable to other, non-union employees of this Station/operation, and such changes will apply to employees of this Station/operation covered by this Agreement and the Company will not be obligated to bargain over such changes with the Union.

By way of example, but not limitation, changes in any such plan or policy may include termination of the plan or policy, substitution of, or merger with, another plan or policy, or part of such plan or policy, modifications in the terms of the plan or policy, all subject to the condition that where the changes apply to non-union employees of this Station/operation, they will apply to employees of this Station/operation covered by this Agreement without bargaining with the Union. Changes will not be made to apply specifically to employees covered by this Agreement (where such changes are not applicable to the Station/operation's employees generally) unless such changes are first negotiated with the Union.

The parties also agree that notwithstanding anything contained in this Sideletter to the contrary, anyone leasing or buying all or part of an operation cannot literally assume this entire Agreement because certain plans and policies therein are unique to the Company. Thus, anyone buying or leasing all or part of an operation or facility will not be obligated to assume those provisions of the Agreement which relate to benefit plans or policies which are provided by the Company. However, it is understood that if such purchaser/leaser does not assume some or all of the provisions of this Sideletter which relate to benefit plans or policies, that the purchaser/leaser must bargain in good faith with the Union as to what replacement benefit plans or policies shall be provided.

SIDELETTER 14 (Workweek Committee)

During the 1996 negotiations, the Union proposed the adoption of a four-day work week. While the Company did not agree to adopt such a schedule, the parties did agree that in any particular operating unit where either party wants to establish a four-day work week, the Company and the Guild will establish a Work Week Committee composed of an equal number of representatives from the Company

and the WGAE or WGAW, as appropriate. The parties shall engage in good faith discussions of the issues. The parties may, by mutual agreement, establish such a four-day work week on the basis of such terms and conditions as may be negotiated.

SIDELETTER 15
(Interactive Services)

Except as set forth herein, during the term of this Agreement, the WGA will not challenge the Company's right to assign employees covered by this agreement to write material or to create graphic material for interactive services. Similarly, the WGA will not challenge the right of the Company to assign individuals not covered by this Agreement to perform such work. It is understood that where WGA-represented employees have jurisdiction over the graphic or written elements of a program, this right of assignment only applies to those elements which comprise the interactive elements broadcast with such program, not the program itself. For purposes of this sideletter, interactive services/elements shall consist of text, data and graphics, but not motion video, superimposed over programming.

Six (6) months prior to the expiration of this contract, the WGA shall have the option to submit the applicability of Guild jurisdiction under this Agreement regarding the writing or creating of graphic material for interactive services to an expedited arbitration procedure. Such arbitration will be brought under the expedited arbitration provisions of the American Arbitration Association and an arbitrator (chosen from the list of arbitrators set forth at National Staff Agreement Article 13) shall render a decision before the expiration of this contract. Such decision shall be prospective only and shall not preclude either party from making proposals in the negotiations occurring immediately after the issuance of such award or any future negotiation.

This Agreement, including a decision not to file such arbitration, is without prejudice to either party's position concerning this issue.

SIDELETTER 16
(Pension and Welfare)

A. Resolve the issue concerning Temps on whom CBS has no opt out forms, whose pay was not reduced and who have received no benefits. Give those employees the option of getting retroactive pension credit by paying the requisite amount to the Company which shall then pay those contributions to the Pension Plan.

B. Confirm practice with regard to overscale employees that the deductions from employees are equal to the dollar amount of the applicable contribution percentage on scale.

Calculation for a Newswriter

	<u>Weekly Salary</u>	<u>Pension & Health</u>
Weekly Top Scale	1,274.00	1,274.00
Override (15%)	191.10	191.10
Pension deduction (6%)		76.44
Health deduction (6.5%)		82.81
Total	1,465.10	1,305.85

Calculation for a Newswriter who is paid overscale:

	<u>Weekly Salary</u>	<u>Pension & Health</u>
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Weekly Salary	2,000.00	2,000.00
Pension deduction		76.44
Health deduction		82.81
Total	<u>2,000.00</u>	<u>1840.75</u>

SIDELETTER 17
(Consolidations of Operations)

During the negotiations that culminated in the 2008 - 2010 WGA-CBS collective bargaining agreement (“CBA”) the Company proposed that in the event that during the term of the CBA the Company decides to merge or consolidate all or part of the operations covered under the CBA (including the National Agreement and its Supplements) with another company or another component of the Company in a manner which affects the work required to be performed by, or assigned to, employees pursuant to the CBA, the Union will permit the Company to use employees who have worked at the network, station or other operation not covered by the CBA and which is to be merged or consolidated to perform work on behalf of one or more of the operations which is/are covered by the CBA with which the non-covered network, station or other operation is to be merged or consolidated, as follows:

1. In the event the Company decides it makes business sense to merge or consolidate one or more units covered by the CBA with a network, station or other operation not covered by the CBA and reopen the CBA to address that issue, the parties 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 the CBA to perform work on behalf of the merged or consolidated operation covered under the CBA. Such notice may be delivered by fax during business hours to Lowell Peterson, Executive Director, WGAE (or his successor) and David Young, Executive Director, WGAW (or his successor), and for purposes of this Sideletter, notice shall be deemed received on the business day on which the notice was faxed. In addition to faxing notification to Lowell Peterson (or his successor), the Company agrees to telephone and/or e-mail Lowell Peterson (or his successor) to inform him that a fax was sent to his office.

2. 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 1. 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.

3. Under no circumstances will the provisions of the CBA 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 the CBA on the day before such notice is delivered to the Union as described in Paragraph 1 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.

4. The parties agree to endeavor to complete these negotiations within ninety (90) calendar days from the date the notification referenced in Paragraph 1. above is deemed received. If no agreement is reached by the parties during the ninety (90) day bargaining period, the Company may implement its last proposal on consolidation to the Union.

The parties acknowledge that the bargaining contemplated by this Sideletter shall not constitute a waiver of any legal right held by either of the parties and the parties expressly reserve all of their respective legal positions. If the parties (meaning CBS and the WGA) have not reached mutual agreement within the ninety (90) days bargaining period, either party may avail itself of any and all rights each party may have under the law and any applicable provisions of the CBA, including the right to initiate proceedings before the National Labor Relations Board. Nothing contained in this paragraph shall prevent the parties from continuing negotiations or attempting to reach agreement on their own at any time.

In the event the parties do not reach an agreement during the ninety (90) day bargaining period and the Company unilaterally implements its final offer after the conclusion of the ninety (90) day bargaining period, then the no-strike provision in ARTICLE XIV. LOCKOUTS-STRIKES of the Agreement shall be suspended effective upon the date of the implementation. However, if the Union has not exercised its right to engage in a strike within sixty (60) calendar days after the effective date of the implementation, the no-strike provision shall be reinstated.

SIDELETTER 18
(DELETED)

SIDELETTER 19
(DELETED)

SIDELETTER 20
(Hyphenation)

The parties agreed during negotiations for the 2010-2013 Agreement that employees in Writers Guild-represented positions may be hyphenated into other positions, union or non-union, and that non-Writers Guild-represented employees may be hyphenated into Writers Guild-represented positions. In either case, such employees shall select WGA benefits or the benefits which apply to the other position. Once such an election is made, the employee shall remain in the benefits selected.

It is understood that the rate for such hyphenates shall be at least one hundred dollars (\$100) per week above the higher of the scales applicable to that position.

It is also understood that the Company shall reimburse a hyphenate for the additional initiation fees.

It is further understood that an individual who is hyphenated into a Guild-represented position from a non-Guild-represented position shall not count as part of the Guild representation percentages listed in Sideletter 11 of the Staff Radio Newswriters (New York) Supplement, Sideletter 9 of the Staff Radio Newswriters (Chicago) Supplement, or Sideletter 18 of the Staff Radio Promotion

Writer/Producers and Newswriters (Los Angeles) Supplement.

SIDELETTER 21

(News Editors at WCBS-AM and Staff News Desk Associates at WBBM-AM)

During negotiations for the 2019 – 2022 Agreement, the Parties agreed to remove the News Editor supplement from the Agreement, provided that WCBS-AM shall not hire employees into the title “News Editor” and shall continue its practice of assigning such work to Guild represented employees.

The Parties further agreed to remove the Chicago Staff News Desk Associate supplement from the agreement, provided that WBBM-AM shall not hire employees into the title Desk Associate.

**2019 - 2022 STAFF PROMOTION WRITER/PRODUCERS (NEW YORK)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

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**2019 - 2022 STAFF PROMOTION WRITER/PRODUCERS (NEW YORK)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 6th day of April, 2019, by and between THE WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union"), acting on behalf of itself and 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, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio Promotion Writer/Producers (as hereinafter more particularly defined), and ENTERCOM OPERATIONS INC. acting on behalf of itself and ENTERCOM NEW YORK, LLC, (collectively the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term "Promotion Writer/Producer" shall mean all persons employed on the staff of the Company in New York on salary to write script, continuity, commercial, promotional and other "literary materials" as defined in this Supplement, designed to be broadcast whether live or pre-recorded.

C. The term "staff Promotion Writer/Producers" shall mean all persons employed by the Company:

- (1) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and
- (2) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and
- (3) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

D. The term "staff Promotion Writer/Producers" shall not include:

- (1) Writers employed principally for writing for electrical transcriptions or for writing items of news, special events or publicity or for writing principally for short wave or experimental broadcasting or other experimental purposes;
- (2) department heads, managers or their immediate assistants who do not regularly write script, continuity and/or other literary material designed to be broadcast. The making of suggestions to others and/or the making of minor or incidental changes and/or revisions in scripts written by others shall not be construed as the performance of writing services within the scope of this Agreement.

E. The term "literary materials" shall be deemed to include all forms of material for broadcast over radio, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

F. The Company will not ask Promotion Writer/Producers to write commercial copy. Simulated commercial copy written for program presentations and auditions shall not be construed as commercial copy so long as it is not broadcast.

G. Promotion Writer/Producers may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. HOLIDAYS

The following days shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)
- One floating holiday designated by the Company by January 15 of each year

In return for the Writer's being available for work on any or all holidays, he/she shall receive an additional week's vacation with pay. (See also Sideletter 4.)

III. USE OF MATERIALS

A. Materials Definitions: The following terms shall have the meaning ascribed to them in this Paragraph A wherever such terms are used in Paragraphs B, C, D, E and F hereof:

- (1) The term "materials" includes all scripts, continuities, poems, plots, titles, characters, ideas and literary work of whatever nature.
- (2) The term "broadcast materials" includes all materials written, furnished, or intended for use in radio broadcasting.
- (3) The term "non-broadcast materials" means all other materials.
- (4) The term "materials produced for the Company" means all materials written, conceived or furnished by the Writer as part of the Writer's routine work or pursuant to any specific assignment by the Company.
- (5) The term "materials produced on the Writer's own time" means other materials written or conceived by the Writer.

B. Non-broadcast materials: Non-broadcast materials produced on the Promotion Writer/Producer's own time shall belong exclusively to the Writer who shall retain full title therein legal and equitable and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said materials.

C. Materials Produced for Company: All materials produced for the Company or which the Promotion Writer/Producer represents to the Company as having been produced for the Company shall belong to the Company, which shall have the sole and unencumbered ownership, right and use of all such materials for all purposes for all time except as otherwise hereinafter provided.

In the event that any script written for the Company by a staff Writer after April 1, 1956 and broadcast initially on a sustaining basis, is thereafter broadcast on a commercial basis, the staff Writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee one hundred (100%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

D. Broadcast Materials Produced on Writer's Own Time: All broadcast materials (as defined in Paragraph A herein) produced on the Writer's own time shall belong exclusively to the Writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

It is further provided that where a Writer claims to have produced such broadcast materials on his/her own time, he/she must within five (5) business days of the creation thereof in order to have a basis for any claim against the Company for use thereof by the Company, submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this Paragraph shall not apply to any script for a program to which he/she is then assigned as part of his/her staff duties.

E. Package Services: The Company may, at its option, permit a staff Writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff Writer is unable adequately to perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the Writer and, in the event the Writer does not discontinue his/her services for such sponsor, agency or other person the Company may remove the Writer from its staff or, at its option, give the staff Writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

F. All subsidiary rights in broadcast materials produced for the Company, including but not limited to, motion picture rights, dramatic rights, book, magazine, newspaper publication rights, and merchandise rights (i.e., toys, novelties, games, cartoons, etc.) shall belong to the Company.

IV. DELETED

V. DELETED

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Writers, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Writer and the Company.

VII. SALARIES

- A. Staff Writers employed by the Company shall be employed at the following minimum weekly salaries:

<u>CLASSIFICATION</u>	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
Junior Writer	\$ 732.00	\$ 747.00	\$ 762.00
Local Writer			
0-2 years	\$1,386.00	\$1,414.00	\$1,442.00
2-3 years	\$1,469.00	\$1,498.18	\$1,528.00
Over 3 years	\$1,559.00	\$1,590.00	\$1,622.00

B. After one (1) year's employment as a Junior Writer the writer shall be promoted to the position of Senior Writer or to the position of either Promotion Writer or Local Writer.

C. A Promotion Writer or Local Writer is a Writer engaged principally for writing promotional material designed to be broadcast locally or on the network and/or any material for local

broadcasting. If a Local Writer is assigned by the Company to write for a network program, his/her minimum weekly salary for each week during which he/she is so assigned shall be not less than the minimum weekly salary in effect for Senior Writers as specified in Paragraph A above.

D. The Company may have in its employ only one Junior Writer at any one time.

E. Any staff Writer who at the time of his/her employment has had one (1) year or more of professional staff writing experience with a major network company, or who has written on a freelance basis two or more scripts which have been broadcast on a national network, or who has had writing experience which, in the opinion of the Company, is equivalent thereto, shall be employed as a Senior Writer or as a Promotion Producer-Writer or Local Writer at not less than the minimum for such position as hereinabove specified.

F. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

VIII. HOURS

Because of the professional nature of the work performed by the Writers, it is agreed that no commitment shall be made at this time with respect to the number of hours that Writers may be employed in each day or week. If, at any time in the opinion of a Writer or the Union, such Writer is required to work an unreasonable number of hours during any day or week, or is given an unreasonable work load, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement.

A Writer who is required by the Company to work a sixth (6th) or seventh (7th) day in a work week shall receive a compensating day off for each such sixth (6th) or seventh (7th) day worked. A compensating day off shall be taken at a time mutually agreed upon by the Company and the Employee. Compensating days off for working a sixth (6th) or seventh (7th) day shall be granted only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IX. CREDITS

The Company shall give audio credit to the Writer for each radio program of fifteen (15) minutes or longer he/she writes except where the special circumstances of the program make it inappropriate to give such credit, or where the writing is limited to routine leadins or leadouts or similar continuity of a routine nature, or where the Writer prefers otherwise and provided the Union consents. On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once a week on such programs to such Writer. Where such credit is not given in any week, credits must be given twice in the following week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

X. DINNER ALLOWANCE

Staff Writers shall be entitled to receive dinner money in accordance with the Company policy.

XI. TRANSFER

Any staff Writer transferred within the Company from one New York writing operation covered by a collective bargaining agreement with the Union to another such operation covered by a collective bargaining agreement with the Union shall retain his/her seniority standing and benefits.

The Company will notify the Union of any promotion or transfer of any staff Writer out of the unit.

XII. REPLACEMENT

Where a staff Writer is hired to replace another Employee in a specific job, the Writer so hired must be in the same category as the Writer who is being replaced, provided that the Company retains the right to hire a Junior Writer as specifically set forth in Paragraph VII of this Agreement.

XIII. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER

If a staff Promotion Writer/Producer is asked to serve as the producer of a program in addition to his/her duties as a Writer on the program, compensation in addition to his/her staff salary and the minimum commercial fee, if any is required, will be negotiated with the Writer.

XIV. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees shall be paid at hourly minimum rates that are 0.5% higher than the corresponding staff rates, as follows:

<u>CLASSIFICATION</u>	4/6/2019	4/4/2020	4/3/2021
Temporary Junior Writer	\$ 18.39	\$ 18.77	\$ 19.15
Temporary Local Writer			
0-2 years	\$ 34.82	\$ 35.53	\$ 36.23
2-3 years	\$ 36.91	\$ 37.64	\$ 38.39
Over 3 years	\$ 39.17	\$ 39.95	\$ 40.75

All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and

WGA Pension Plan. This change is to be implemented effective December 29, 2002.

Wage Escalator Credit:

For Temporary employees hired on or after April 24, 2016 where credit for temporary work is called for in connection with the wage escalator, 125 days worked under this Supplement shall be considered to be six months, and 250 days worked under this Supplement shall be considered to be one year. Temporary employees employed prior to April 24, 2016 shall be credited based on a calendar year.

- B.
1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation. (See also Sideletter 4 of the National Staff Agreement)
 2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to apply for such position and receive first consideration for such full-time position. Temporary employees who apply for such positions shall be interviewed by the manager with primary responsibility to fill the open position.
 3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.
- Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.
4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-divisions within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance). In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund 11.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan 8.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge -- include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall -- include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes -- include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

H. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

I. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours' notice.

J. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to five (5) compensatory days per year may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

Temporary employees who have earned five (5) compensatory days off under this agreement shall be eligible to use up to five (5) compensatory days off as sick days per calendar year and shall not be eligible for additional paid sick leave that year. Temporary employees who have earned three (3) compensatory days off under this agreement shall be eligible to use up to three (3) compensatory days as sick days per calendar year and shall also be eligible to accrue paid sick days pursuant to an accrual of one hour paid sick leave for every thirty (30) hours worked, and may only use a maximum of two (2) accrued sick days per year. Compensatory day off and sick leave usage is capped at forty (40) hours or five (5) days per year. Unused compensatory days (including those days that a temporary employee could have used as sick days) may not be carried over from year-to-year and will be forfeited if not used; provided, however, accrued unused sick days earned pursuant to the accrual formula of one hour for every thirty (30) hours worked may be carried over to the next calendar year up to a maximum of forty hours. Earned and unused sick days are not payable upon termination or resignation.

Temporary employees who are not eligible for compensatory days off under this agreement may earn paid sick days pursuant to an accrual of one hour of paid sick leave for every thirty (30) hours worked, with a maximum of forty (40) hours of paid sick leave per calendar year. Accrued and unused sick days shall carry over to the following year and shall be capped at 40 hours or five (5) days. For example, if a temporary employee who accrues paid sick days under the accrual method of one hour for every thirty (30) hours worked carries over 40 hours of unused sick leave to a new calendar year, the temporary employee may only use up to 40 hours of sick leave in that calendar year even though the employee may continue to accrue leave at the rate of one hour for every thirty (30) hours worked. Earned and unused sick days are not payable upon termination or resignation.

XV. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVI. MATTERS NOT SPECIFICALLY COVERED

Both parties agree that matters not specifically covered by this Supplement shall not be subjects of collective bargaining during the term of this Supplement.

XVII. DURATION

This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-ENTERCOM 2019 - 2022 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this
~~DATE:~~ 30th day of July 2020

ENTERCOM OPERATIONS INC.

By: Rose E. Lind

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: [Signature]

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1
(DELETED)

SIDELETTER 2
(Non-Exclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 3
(DELETED)

SIDELETTER 4
(DELETED)

SIDELETTER 5
(Seniority Lists)

The parties agree that the New York Staff Promotion Writer/Producers hired hereunder will be placed on the Radio seniority list.

SIDELETTER 6
(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the

performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

**2019 - 2022 STAFF RADIO NEWSWRITERS
(NEW YORK) SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF
AGREEMENT**

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2019 - 2022 STAFF RADIO NEWSWRITERS (NEW YORK)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT

SUPPLEMENTAL AGREEMENT made as of the 6th day of April, 2019, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union"), acting on behalf of itself and 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, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio Newswriters (as hereinafter more particularly defined) and ENTERCOM OPERATIONS INC. acting on behalf of itself and ENTERCOM NEW YORK, LLC, (collectively the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term "Newswriter" shall mean a person employed on the staff of the Company at WCBS-AM in New York on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs or news inserts on programs, or special events, or auditions therefor.

With respect to Newswriters, the term "write" shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company's own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

C. Nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company, provided, except for News Desk Associates and Assignment Editors, he/she is engaged primarily to perform managerial/supervisory duties:

- (i) for local radio - one Program Director/ Director of News and Programming, one Assistant Program Director/Assistant News Director, one Managing Editor, and News Desk Associates (as provided in the News Desk Associate Supplement);
- (ii) employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request

If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated. The Company agrees that except as provided above and except in news emergencies, department heads, managers, and assistant managers

or other supervisors as defined in the National Labor Relations Act (hereinafter "Act") will not write news material. The Union agrees that nothing in this Agreement covers those persons who write material solely for their own use and do not write material for use by others.

D. The Company will not ask Newswriters to write commercial copy.

E. The term "literary materials" shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

F. The term "staff Newswriters" shall mean all persons employed by the Company:

- (i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and
- (ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and
- (iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

G. Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. UNION SECURITY

A. See National Staff Agreement, Article III.

B. In the event any such department head, News Editor, manager, assistant manager or other supervisor as defined in the Act performs Writer's duties other than in news emergencies and as above provided, such person or persons will be covered under the provisions of the Union Security clause of the National Staff Agreement.

III. HOLIDAYS

The following days shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)
- One floating holiday designated by the Company by January 15 of each year

If a Newswriter is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating

day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a Newswriter is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a Newswriter may become entitled pursuant to the foregoing, the Newswriter may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

IV. USE OF MATERIALS

A. Definition of terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a Newswriter as part of the Newswriter's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a Newswriter's own time" means all other materials written or conceived by a Newswriter.

B. Materials produced on a Newswriter's own time shall belong exclusively to such Writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

V. SALARIES

A. The Company agrees that Newswriters shall be paid not less than the following weekly staff salaries:

Months of Employment as Newswriter	Salary Per Week		
	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
First Year [...]	\$834.00	\$851.00	\$868.00
Third six months	\$1,447.00	\$1,476.00	\$1,506.00
Fourth six months	\$1,539.00	\$1,570.00	\$1,601.00
Two years or more	\$1,773.00	\$1,808.00	\$1,844.00

Any Writer who, as of March 1, 1993, was receiving a staff salary in excess of the then applicable minimum, but not more than one hundred dollars (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

Employment as a staff Newswriter by any nationwide radio or television network or by Station WOR or Station WNEW or Station WINS shall be deemed to be employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters hereafter engaged.

Employment as a freelance Newswriter by American Broadcasting Company, CBS Broadcasting Inc., National Broadcasting Company, Inc., or Mutual Broadcasting System, Inc. to write news programs for network or New York local programs shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters currently employed or hereafter engaged; provided that the Company shall have been informed of such experience prior to employing such Newswriter, and further provided that (a) only employment for thirteen (13) weeks or more on any one news program shall be taken into account, and (b) employment concurrently on two (2) or more programs during any given period shall be taken into account only once for the purposes hereof.

Employment for a period of three (3) years as

- (1) a reporter or rewrite man on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
- (2) a newswriter on the staff of A.P., U.P., or I.N.S. in any city of 500,000 population or more, or
- (3) a newswriter on the staff of a radio station in any city of 500,000 population or more, or

(4) a newswriter on the staff of any VHF television station in a city of 500,000 population or more, shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

B. Acting Editors

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 April 3, 2016.

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 April 3, 2016, 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.

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Newswriters, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Newswriter and the Company.

VII. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Newswriters shall consist of forty (40) hours in five (5) days (inclusive of meal periods). While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5). Each Employee shall be granted two (2) consecutive days off each week; provided, however, Sunday and Saturday in the same calendar week, when given as days off to facilitate schedule changes, shall satisfy this provision. (See also Sideletter 6)

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty

of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

D. Night Shift Differential: For each hour worked between Midnight and 5:00 a.m. each Newswriter so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

E. If a Newswriter is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight-time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Newswriters shall be scheduled so that a single day off will permit a Newswriter to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than forty-eight (48) hours. If a Newswriter is called in before the expiration of such thirty-four (34) hour period or such forty-eight (48) hour period, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such forty-eight (48) hour period. The penalty pay specified in this Paragraph F shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

F. If a Newswriter is required by the Company to work on any day in excess of five (5) in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefor at the rate of time and one half of his/her hourly rate of pay, computed on the basis of a five day week of eight (8) hours per day inclusive of meal period. However, sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days. If a Newswriter who is required to work on a scheduled day off is notified of such assignment less than seventy two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of forty eight (48) hours before giving the Employee such notification.

G. If at any time in the opinion of a Newswriter and the Union such Writer is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery, as provided in the National Staff Agreement.

H. Any Newswriter who has been assigned to the "overnight" shift without rotation for more than six (6) consecutive months shall, at the Writer's request, be removed from such assignment and shall not be reassigned to the "overnight" shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring

his/her assignment to the "overnight" shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such "overnight" shift for such program or programs. In its notice of employment, the Company shall set forth the "overnight" shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the "overnight" shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the "overnight" and will not be reassigned to another "overnight" shift for at least six (6) months from day of removal from the "overnight".

This Paragraph H shall not apply to Employees hired on or after April 2, 2002.

I. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee's days off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

J. An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

K. If a Newswriter has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days' worked in-town and out-of-town which exceeds ten (10).

L. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

M. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half ($\frac{1}{2}$) time for the first eight (8) hours worked and one and one-half ($1\frac{1}{2}$) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that 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 earned, the Employee will be paid forthwith at straight time for such compensatory days.

VIII. CREDITS

The Company shall give Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor shall be accorded credit whenever warranted by reason of his/her contribution to a program, unless he/she prefers otherwise and provided the Union consents. The form or forms in which such credit is given shall be determined from time to time jointly by the Company and the Union. On WCBS radio, where broadcast programming is all-news, any Newswriter assigned as an Acting Editor who works on such programming during a given week will receive at least one on-the-air credit during the week. On WCBS Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

- Writer(s)
- Written by
- Produced and written by
- Written and produced by
- Newswriter(s)
- Documentary script by
- Narration written by
- Special material written by
- Special script material by
- Continuity written by
- Interview material written by
- Special material by

Credit to staff Newswriters shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

IX. DELETED

X. DINNER ALLOWANCE

Newswriters shall be entitled to receive dinner money in accordance with Company policy.

XI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees shall be paid at hourly minimum rates that are 0.5% higher than the corresponding staff rates, as follows:

Months of Employment
as Temporary
Newswriter

	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
First Year [...]	\$20.95	\$21.37	\$21.80
Third six months	\$36.36	\$37.08	\$37.82
Fourth six months	\$38.67	\$39.44	\$40.23
Two years or more	\$44.55	\$45.44	\$46.35

All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan. This change is to be implemented effective December 29, 2002.

Wage Escalator Credit:

For Temporary employees hired on or after April 24, 2016 where credit for temporary work is called for in connection with the wage escalator, 125 days worked under this Supplement shall be considered to be six months, and 250 days worked under this Supplement shall be considered to be one year. Temporary employees employed prior to April 24, 2016 shall be credited based on a calendar year.

- B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to apply for such position and receive first consideration for such full-time position. Temporary employees who apply for such positions shall be interviewed by the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major

news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund 11.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan 8.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge -- include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall -- include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes -- include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

H. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

I. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours' notice.

J. Effective January 1, 2003, a Temporary Employee who has been "continuously employed" with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to five (5) compensatory days per year may be taken as sick days.

For purposes of this paragraph, "continuously employed" shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of "continuously employed."

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been "continuously employed" as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

Temporary employees who have earned five (5) compensatory days off under this agreement shall be eligible to use up to five (5) compensatory days off as sick days per calendar year and shall not be eligible for additional paid sick leave that year. Temporary employees who have earned three (3) compensatory days off under this agreement shall be eligible to use up to three (3) compensatory days as sick days per calendar year and shall also be eligible to accrue paid sick days pursuant to an accrual of one hour paid sick leave for every thirty (30) hours worked, and may only use a maximum of two (2) accrued sick days per year. Compensatory day off and sick leave usage is capped at forty (40) hours or five (5) days per year. Unused compensatory days (including those days that a temporary employee could have used as sick days) may not be carried over from year-to-year and will be forfeited if not used; provided, however, accrued unused sick days earned pursuant to the accrual formula of one hour for every thirty (30) hours worked may be carried over to the next calendar year up to a maximum of forty hours. Earned and unused sick days are not payable upon termination or resignation.

Temporary employees who are not eligible for compensatory days off under this agreement may earn paid sick days pursuant to an accrual of one hour of paid sick leave for every thirty (30) hours worked, with a maximum of forty (40) hours of paid sick leave per calendar year. Accrued and unused sick days shall carry over to the following year and shall be capped at 40 hours or five (5) days. For example, if a temporary employee who accrues paid sick days under the accrual method of one hour for every thirty (30) hours worked carries over 40 hours of unused sick leave to a new calendar year, the temporary employee may only use up to 40 hours of sick leave in that calendar year even though the employee may continue to accrue leave at the rate of one hour for every thirty (30) hours worked. Earned and unused sick days are not payable upon termination or resignation.

XIII. PRODUCER FEES

If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and minimum commercial fee (if any is required) will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

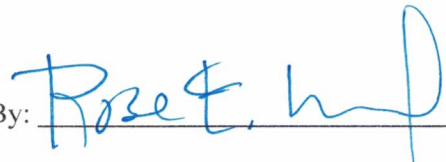
XIV. DURATION

This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-Entercom 2019 - 2022 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS INC.

By: 

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: 

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Split Shift)

During the negotiations of the 1977 WGA-CBS New York Newswriters Supplement the Company agreed to delete from VII B. the following: "except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of this Article so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1973-1977 Agreement shall continue and are expressly waived hereby.

SIDELETTER 2

(Seniority Lists)

The parties agree that the New York Staff Newswriters hired hereunder on or after March 2, 1977 will be placed on the Local Radio - Newswriters seniority list. Seniority will accrue only on the list an Employee is placed on. It is understood that Employees with such "separate seniority" will not be transferred from one shop to another against their will.

SIDELETTER 3

(Editing By Others)

At WCBS-AM, it is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air delivery, or who have editorial responsibility for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement. Such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question except that News Desk Associates may exercise editorial judgment in selecting recorded news material for broadcast. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

Also, technicians covered by another labor agreement who edit video may exercise editorial judgment in connection with such editing for up to thirty-three and one-third percent (33-1/3%) of the packages edited in a given month. The Company will keep records of such assignments and make them available to the WGA upon request. The parties will, at the request of either party, discuss such assignments on a shop-by-shop basis. This letter will not impact prior practices involving technicians editing other material.

Any staff Newswriter laid off during the term of this Agreement as a direct result of the increased use of producers exercising editorial judgment shall receive an additional multiple of basic severance.

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I. C. of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop, except in the event of a format change (for example, increasing the hour-on/hour-off rotation of anchors) that results in an increase of on-air talent writing for themselves.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 6

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 7

(DELETED)

SIDELETTER 8

(DELETED)

SIDELETTER 9

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 10

(DELETED)

SIDELETTER 11

(DELETED)

SIDELETTER 12
(Cross-Utilization)

It is understood that writers at the Company-owned radio stations and television partner stations may be assigned to write for any of these stations. "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.

SIDELETTER 13
(DELETED)

2019 - 2022 STAFF NEWS DESK ASSOCIATES (NEW YORK)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT

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2019 - 2022 STAFF NEWS DESK ASSOCIATES (NEW YORK)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT

SUPPLEMENTAL AGREEMENT made as of the 6th day of April, 2019, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union") acting on behalf of itself and 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, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as News Desk Associates at WCBS-AM in New York City, and ENTERCOM OPERATIONS, INC. acting on behalf of itself and ENTERCOM NEW YORK, LLC, (hereinafter collectively called the "Company"), WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE OF AGREEMENT AND DUTIES

A. See National Staff Agreement - Article I.

B. Scope of Agreement. This Agreement applies to and is limited in its application to all staff radio news News Desk Associates employed by the Company at WCBS-AM in New York, New York (herein called "News Desk Associates" or "Employees"), excluding all other employees, and all supervisors (including department heads, managers, assistant managers, and News Editors) as defined in the National Labor Relations Act, as amended. (See also Sideletter 1)

C. Duties. The duties of News Desk Associates shall include the supplying of Newswriters and News Editors with copy from the wire services and other sources, the monitoring and tending of teletype and unifax machines of the Company's News Department, the tending of telephones in said department, the filing of news scripts, and the performance of general clerical duties for the news staff and any related professional duties, all under the direction and supervision of the News Editor. During such time as any Employee may act as a "Chief News Desk Associate" he/she shall, in addition to the foregoing duties, be required to perform the following: arrange assignment schedules for News Desk Associates issue such instructions of duties and, in general, provide guidance to the News Desk Associates in the normal performance of duties. News Desk Associates may be assigned to perform work for Local News Services (LNS).

At WCBS-AM, notwithstanding any practice to the contrary, News Desk Associates, as a non-exclusive duty, may be assigned to conduct interviews, edit tape and perform limited writing functions as follows:

1. The writing of service features such as weather, business reports and traffic;
2. Writing up to a two-line introduction and two-line close to news cartridges;
3. Writing introductions to news feature cartridges; and

- 4. Writing introductions to national or international news reports (wrap-arounds or voicers), providing there is no other source copy available for those cartridges.

Any writing performed as in 2, 3, or 4 above will be assigned by the Producer or Supervisor.

Not more than two News Desk Associate on a given shift would be assigned the duties described above.

II. SALARIES

- A. Salaries. News Desk Associates shall receive the following weekly salaries:

	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
0-12 months	620.00	632.00	645.00
Over 12 months	720.00	734.00	749.00

B. During such time as the Employee designated by the Company acts as "Chief News Desk Associate," he/she will be paid forty dollars (\$40.00) effective April 3, 2016 per week above his/her weekly salary. In the event that the Employee who has been designated to act as Chief News Desk Associate is absent for any reason and is replaced during such absence by another News Desk Associate, the latter shall receive forty dollars (\$40.00) effective April 3, 2016 per week above his/her weekly salary during any week in which he/she acts as Chief News Desk Associate for three or more days.

C. Employment as a News Desk Associate by American Broadcasting Company, CBS Broadcasting Inc., or National Broadcasting Company, Inc. shall be deemed to be employment as a News Desk Associate by the Company in determining the minimum salary applicable under the foregoing schedule.

D. All News Desk Associates shall be classified for payroll purposes in such fashion to ensure that they will receive, commencing with the date of their employment, all employee benefits accorded News Desk Associates.

E. In filling vacation relief openings for Newswriters and researchers in those shops where News Desk Associates are employed, the Company will give consideration to News Desk Associates who apply to fill such openings. A hiring decision adverse to such applicant may be grieved but this paragraph shall not be subject to arbitration.

F. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

III. WORK WEEK, WORK DAY AND OVERTIME

- A. The regular work week of News Desk Associates shall consist of forty (40) hours in

five (5) days, inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any hour worked in excess of forty (40) hours or on days worked in excess of five (5).

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by News Desk Associates during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Days off. Each News Desk Associate shall have two (2) consecutive days off in each week. For this purpose the last day in any work week and the first day in the following work week, if consecutive, shall be consecutive days off. (See also Sideletter 6)

D. A News Desk Associate shall receive penalty pay at the rate of one-half (½) times the regular straight time hourly rate of pay for all hours worked within ten (10) hours after the completion of any shift, or if the Employee has a single day off, within thirty-four (34) hours after completion of his/her last shift, or if an Employee has two (2) consecutive days off, within forty-eight (48) hours after completion of his/her last shift. The penalty pay specified in this Paragraph E shall not be offset against overtime.

E. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

F. If a News Desk Associate is required by the Company to work on any day in excess of five (5) in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefor at the rate of time and one half of his/her hourly rate of pay, computed on the basis of a five day week of eight (8) hours per day inclusive of meal period. However, sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days.

G. If a News Desk Associate who is required to work on a scheduled day off, is notified of such assignment less than twelve (12) hours prior to the starting time of the assignment, he/she will be paid a penalty of Six Dollars and Twenty-five Cents (\$6.25), unless his/her assignment is

necessitated by the illness of another News Desk Associate, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

H. If at any time in the opinion of a News Desk Associate and the Union such News Desk Associate is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement. The Company agrees to use its best efforts to work out a method of rotation, taking seniority into consideration, for News Desk Associates who have had an "overnight" assignment for more than six (6) consecutive months. However, if it is not feasible for the Company at any given time to arrange rotation for a specific News Desk Associate, such failure shall not be deemed to be a breach of this Agreement.

I. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee's days off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

J. A News Desk Associate who is notified by the Company subsequent to completing his/her tour of duty of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of six dollars and fifty cents (\$6.50) unless the change is necessitated by the illness of another News Desk Associate, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

K. If a News Desk Associate has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in town and out-of-town which exceeds ten (10).

L. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

M. Night Shift Differential. For each hour worked between Midnight and 5:00 A.M. each News Desk Associate so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

IV. VACATIONS

A. See National Staff Agreement - Article V.

B. Compensating time off will not be given for illness or accident occurring during an

Employee's regularly scheduled vacation.

V. HOLIDAYS

The following shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)
- One floating holiday designated by the Company by January 15 of each year

If a News Desk Associate is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a News Desk Associate is required to work on Thanksgiving Day or Christmas Day or New Year's Day or Labor Day, or Fourth of July, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a News Desk Associate may become entitled pursuant to the foregoing, the News Desk Associate may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VI. DINNER ALLOWANCE

News Desk Associates shall be entitled to receive dinner money in accordance with Company policy.

VII. TRAINING

For the purpose of improving their capabilities as potential Newswriters, the Company agrees to form a committee to establish seminars and other information-sharing events for the benefits of News Desk Associates and further to provide training for News Desk Associates as follows:

- (1) On the Job: The News Editor or supervisor will answer questions relating to news writing and give information and guidance to News Desk Associates, as time permits. News Desk Associates may, insofar as it does not interfere with their normal duties, submit sample news scripts to the Editor for criticism, at the Editor's convenience.
- (2) On his own time: A News Desk Associate will be permitted to visit and observe the following areas of the Company's news operations, provided that arrangements can be made for particular visits to be made at times and under conditions which will not interfere with,

hamper or inconvenience such news operations:

- Radio news room
- Television news room
- Reporting
- Film shooting, editing, screening
- Tape editing
- Broadcasting and directing
- Graphic arts
- News traffic
- Film library
- Planning (editorial conferences)
- Cost control
- Syndication writing

A News Desk Associate who desires to observe one of the foregoing areas will advise the News Editor, who will make the appropriate arrangements, subject to the foregoing conditions. (See also Sideletter 5)

VIII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees shall be paid the following hourly rates:

	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
0-12 months	\$ 15.50	\$ 15.81	\$ 16.13
Over 12 months	\$ 18.00	\$ 18.36	\$ 18.73

Temporary News Desk Associates at WCBS-AM in New York shall not be eligible for WGA Pension or Health, except as provided in Sideletter 10. However, effective September 10, 2019 and except as provided in Sideletter 10, Temporary News Desk Associates may participate in the Company's health and 401K Plans, provided that they meet the eligibility requirements and other terms and conditions of those Plans. Temporary News Desk Associates who participate in the Company's 401K plan will be eligible for Company matching contributions at the same rate as non-union employees.

Wage Escalator Credit:

For Temporary employees hired on or after April 24, 2016 where credit for temporary work is called for in connection with the wage escalator, 125 days worked under this Supplement shall be considered to be six months, and 250 days worked under this Supplement shall be considered to be one year. Temporary employees employed prior to April 24, 2016 shall be credited based on a calendar year.

- B. 1. For News Desk Associates, in local radio only, when a staff vacancy occurs by reason of discharge, a Temporary Employee will not be employed as a replacement for the individual who has left the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary

Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to apply for such position and receive first consideration for such full-time position. Temporary employees who apply for such positions shall be interviewed by the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance). In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary

Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

E. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge -- include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall -- include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes -- include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

F. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

G. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

H. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

I. Effective January 1, 2003, a Temporary Employee who has been "continuously employed" with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to five (5) compensatory days per year may be taken as sick days.

For purposes of this paragraph, "continuously employed" shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of "continuously employed."

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been "continuously employed" as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

Temporary employees who have earned five (5) compensatory days off under this agreement shall be eligible to use up to five (5) compensatory days off as sick days per calendar year and shall not be eligible for additional paid sick leave that year. Temporary employees who have earned three

(3) compensatory days off under this agreement shall be eligible to use up to three (3) compensatory days as sick days per calendar year and shall also be eligible to accrue paid sick days pursuant to an accrual of one hour paid sick leave for every thirty (30) hours worked, and may only use a maximum of two (2) accrued sick days per year. Compensatory day off and sick leave usage is capped at forty (40) hours or five (5) days per year. Unused compensatory days (including those days that a temporary employee could have used as sick days) may not be carried over from year-to-year and will be forfeited if not used; provided, however, accrued unused sick days earned pursuant to the accrual formula of one hour for every thirty (30) hours worked may be carried over to the next calendar year up to a maximum of forty hours. Earned and unused sick days are not payable upon termination or resignation.

Temporary employees who are not eligible for compensatory days off under this agreement may earn paid sick days pursuant to an accrual of one hour of paid sick leave for every thirty (30) hours worked, with a maximum of forty (40) hours of paid sick leave per calendar year. Accrued and unused sick days shall carry over to the following year and shall be capped at 40 hours or five (5) days. For example, if a temporary employee who accrues paid sick days under the accrual method of one hour for every thirty (30) hours worked carries over 40 hours of unused sick leave to a new calendar year, the temporary employee may only use up to 40 hours of sick leave in that calendar year even though the employee may continue to accrue leave at the rate of one hour for every thirty (30) hours worked. Earned and unused sick days are not payable upon termination or resignation.

IX. VACATION RELIEF EMPLOYEE

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks' notice of the termination of his/her Vacation Relief Employment or two (2) weeks' pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be

adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

X. DURATION

This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-Entercom 2019 - 2022 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS, INC.

By: Rose E. Luf

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: [Signature]

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Covered Departments)

It is understood and agreed that at the present time the only departments of the Company in New York City which employ News Desk Associates, as the term is used in the collective bargaining agreement made as of March 2, 1993, between the Company and the Union, are the CBS News Department, WCBS Radio and WCBS-TV. In the event that any other department of the Company in New York City should employ Employees whose principal function is to perform the duties specified in said agreement, such Employees shall be covered by said Agreement.

SIDELETTER 2

(Rights to Material)

This will confirm our understanding with respect to the WGA-ENTERCOM Supplement covering News Desk Associates employed by the Company in New York City to the effect that News Desk Associates shall have all rights to any materials which they write on their own time, it being understood that News Desk Associates shall not be assigned by the Company to write any materials for the Company.

SIDELETTER 3

(Split Shift)

During the negotiations for the 1977 CBS-WGA New York Staff News Desk Associates Supplement the Company agreed to delete from Article III. B the following: "except when operational requirements make such scheduling impossible and impracticable."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article III B so that the Company may operate as it has heretofore, it being further understood that the exceptions, if any, existing prior to the expiration of the 1977-1981 Agreement shall continue and are expressly waived hereby.

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Training)

In connection with the News Desk Associates (New York) Supplement, this will confirm our understanding that a News Desk Associate with more than nine (9) months' service with the Company as a News Desk Associate will, if he/she so requests, be assigned to special training for three (3) days in a calendar quarter during which days he/she will be provided with the opportunity to observe and participate in various News Department activities -- e.g., going out with film crews, working in operations, preparation of news scripts, etc. -- under the supervision of Editors and other News Department supervisors who will provide guidance and evaluation for the training in an effort to make

it beneficial for the Employee. The Guild and the Company will work out procedures to permit scripts prepared by News Desk Associates during such training to be aired, without upgrading or fees, it being understood that such procedures will insure against the displacement of other Guild-represented personnel.

SIDELETTER 6

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 7

(Part Time Employees)

During negotiations for the 1993-1996 News Desk Associates New York Supplement, the parties agreed to eliminate part-time employment. The parties further agreed that should an employee who had previously been a part-time employee be hired as a full-time employee, said employee shall receive pay seniority credit for their previous period of part-time employment with the Company.

SIDELETTER 8

(DELETED)

SIDELETTER 9

(Cross-Utilization)

It is understood that writers at the Company-owned radio stations and television partner stations may be assigned to write for any of these stations. "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.

SIDELETTER 10

(Grandfathered WGA Health and Pension)

During negotiations for the 2019 – 2022 Agreement, the Company agreed to contribute to the Writers Guild-Industry Health Fund 11.5% of gross compensation paid under this Agreement on behalf of the following Grandfathered Temporary Desk Associates at WCBS-AM for eligible hours worked in that title:

- i. Laura Cala
- ii. Christopher Rausch
- iii. Michael Smeltz.

Notwithstanding the provisions of Article VIIIA, Laura Cala, Christopher Rausch, and Michael Smeltz will not be eligible to participate in the Company health plan.

In addition, the Company agreed to contribute to the Producer-Writers Guild of America Pension Plan 8.5% of gross compensation paid under this Agreement on behalf of the following

Grandfathered Temporary Desk Associates at WCBS-AM for eligible hours worked in that title:

- i. Laura Cala
- ii. Carla Merilus
- iii. Christopher Rausch
- iv. Michael Smeltz.

Notwithstanding the provisions of Article VIII A, Laura Cala, Carla Merilus, Christopher Rausch, and Michael Smeltz will not be eligible to participate in the Company 401K plan.

The Company shall continue to make contributions to the WGA Pension Plan and WGA Health Fund on behalf of all Temporary News Desk Associates at WCBS-AM who perform upgraded work that is eligible for such contributions. Except as provided in this sideletter, the Company will have no obligation to contribute to the Writers Guild-Industry Health Fund or the Producer-Writers Guild of America Pension Plan on behalf of any Temporary Desk Associate at WCBS-AM.

The Company shall not contest the eligibility for past contributions to the WGA Health Fund made on behalf of Zayd White, Laura Cala, Christopher Rausch, or Michael Smeltz, or eligibility for any past health benefits on the basis of such contributions.

The Company shall not contest the eligibility for past contributions to the WGA Pension Fund on behalf of Laura Cala, Christopher Rausch, Michael Smeltz, Zayd White, Christine Varrone, Kyle Reitan, Julie Sagoskin, and Carla Merilus, or eligibility for any benefits on the basis of such contributions.

**2019 - 2022 WGA-ENTERCOM AGREEMENT
STAFF ASSISTANT PRODUCERS AND
PRODUCTION ASSISTANT/ASSISTANT PRODUCERS (CHICAGO)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

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**2019 – 2022 WGA-ENTERCOM ASSISTANT PRODUCER AND PRODUCTION
ASSISTANT SUPPLEMENT**

AGREEMENT made as of the 6th day of April, 2019, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union"), acting on behalf of itself, and 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, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed as Assistant Producers and/or Production Assistants/Assistant Producers at WBBM-AM Chicago, Illinois, and ENTERCOM OPERATIONS, INC. acting on behalf of itself and ENTERCOM ILLINOIS, LLC (collectively hereinafter called the "Company"); WHEREIN, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE OF AGREEMENT AND DUTIES

A. This Agreement applies and is limited in its application to all Assistant Producers and Production Assistant/Assistant Producers in radio news, employed by the Company at WBBM-AM, in Chicago, Illinois (herein called "Employees"), excluding all other employees, and all supervisors (including department heads, managers, assistant managers, and news editors), as defined in the National Labor Relations Act, as amended.

B. Duties

- (i) Employees may be assigned, on a non-exclusive basis to perform the following duties: take-in and record feeds, dub tapes, audio production, answer phone, check out news tips, clean and store tapes, pre-interview guests, screen telephone calls for on-air programming, load carts, log commercials, record promotional announcements, edit network feeds and actuality for subsequent on-air use, pull and prepare cuts, board operations, technical duties incidental to such producing functions, and other duties as assigned.
- (ii) Company management and other employees may perform the duties described above, in addition to substituting for unit employees to cover breaks and to cover absences, so long as overall their other duties remain primary.

C. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement and/or applicable Supplement thereto as to the name, social security number, employment date, shop, classification and starting weekly salary of each Employee. The Company will also furnish the home address of the Employee except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

In the event the Company should transfer any employee covered by this Agreement to a position in another shop covered by this Agreement or to a position not covered by this Agreement, or if an Employee resigns, the Company will notify the Union in writing of such change.

D. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement and/or applicable Supplement thereto.

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 Assistant Producers and/or Production Assistants/Assistant Producers 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 contained in Paragraph C of this Article II.

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 a majority of the Assistant Producers and/or Production Assistants/Assistant Producers and will continue to represent a majority for such purposes 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 Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

C. Nothing in this Article III shall be construed to require the Company to cease employing any Employee if the Company has reasonable ground 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.

D. If the Company should employ an applicant not a member of the WGA, it shall, prior

to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

IV. DUES CHECK-OFF

A. The Company agrees upon 30 days' notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in 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 Entercom Illinois, LLC. to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the 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: _____

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

V. SALARIES AND BENEFITS

Employees shall receive a minimum hourly wage as follows:

<u>PERIOD OF EMPLOYMENT</u>	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
0-1 year	\$ 13.00	\$ 13.26	\$ 13.53
1 - 5 years	\$ 15.00	\$ 15.30	\$ 15.60
Over 5 years	\$ 15.50	\$ 15.81	\$ 16.13

Assistant Producers and Production Assistant/Assistant Producers at WBBM-AM in Chicago shall not be eligible for WGA Pension or Health, and the Company will have no obligation to contribute to the

Writers Guild-Industry Health Fund or the Producer-Writers Guild of America Pension Plan on behalf of any Assistant Producer or Production Assistant/Assistant Producers, except that the Company shall continue to make contributions to the Writers Guild-Industry Health Fund or the Producer-Writers Guild of America Pension Plan on behalf of any Assistant Producer or Production Assistant/Assistant Producer who performs upgraded work that is eligible for such contributions. The Company shall not contest the eligibility for past contributions to the WGA Pension Fund made on behalf of Rey Michael Diaz or Lena Asfour or eligibility for any benefits on the basis of such contributions.

Effective September 10, 2019, Assistant Producers and Production Assistant/Assistant Producers may participate in the Company's health and 401K Plans, provided that they meet the eligibility requirements and other terms and conditions of those Plans. Assistant Producers and Production Assistant/Assistant Producers who participate in the Company's 401K plan will be eligible for Company matching contributions at the same rate as non-union employees.

VI. WORK WEEK, WORK DAY AND OVERTIME

A. The work day of Assistant Producers and/or Production Assistants/Assistant Producers shall consist of no less than four (4) hours; provided, however, that the Company may require the rendition of services for more than eight (8) hours, subject to the payment of overtime for any hours worked in excess of eight (8).

B. Overtime for work in excess of 40 hours in one week or in excess of (8) hours in one day, shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided. Payments shall be made in minimum segments of one-half hour.

C. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

D. Posting Schedules. The Company will post assignment schedules covering a three (3) week period at least six (6) days in advance of the earliest date appearing on such schedule. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

E. Night Shift Differential. For each hour worked between Midnight and 5:00 A.M. each Assistant Producer and/or Production Assistant/Assistant Producer so working is to receive, in addition to his/her regular compensation, a premium equal to ten percent (10%) of his/her regular hourly rate of pay.

F. Training of New Employees. The Company recognizes that during the first few weeks 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.

G. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal

period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

H. In cases where the Company has 48 hours or more notice that a news broadcast will exceed its regularly scheduled time, requiring the rendition of overtime services from Employees, the Company must use its best efforts to notify any Employee whose schedule may be affected by the broadcast schedule change at least 36 hours in advance of such change.

VII. HOLIDAYS

If an Assistant Producer and/or Production Assistant/Assistant Producer is required to work on Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, or Fourth of July, he/she shall receive, in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked.

VIII. SICK LEAVE

The Company agrees to grant Assistant Producers and Production Assistant/ Assistant Producers Sick Leave in accordance with the Company policy and applicable law prevailing at the time.

IX. GRIEVANCE MACHINERY

In the event of any dispute, controversy, claim or grievance (hereafter called "grievance") arising out of the interpretation or an alleged breach of this Agreement, between the Union and the Company or between an Employee and the Company, the parties agree as follows:

1. The Union or any employee covered by this agreement may file a grievance, which must be in writing and must state with particularity the contractual provision(s) alleged to have been violated and the factual basis of the grievance in sufficient detail to enable the Company to investigate it.
2. No grievance need be recognized by the company if filed more than 120 days after the occurrence of the event(s) on which it is based, or more than 120 days after the date it becomes known or should reasonably have become known to the grieving party.
3. Promptly upon delivery of the grievance to the company, the parties shall meet in a good faith effort to resolve the grievance amicably.

4. Should the parties fail to resolve the matter at this meeting or thereafter, the grievance may, within the time limits set forth in Article IX. below, be referred to arbitration.

5. Any other provision of this agreement notwithstanding, the termination and/or discipline of an employee shall be grievable but not arbitrable.

X. ARBITRATION

A. In the event that such grievance cannot be settled by the parties through the grievance machinery, then either party may submit it to arbitration. Except as otherwise provided herein, the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association shall apply; provided that if such grievance has not been submitted to arbitration within ninety (90) days following the date on which the grievance was delivered to the Company, such grievance shall be deemed to have been abandoned. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof.

B. A demand for arbitration shall be made in writing. Such demand shall specify the applicable contract provision(s) claimed to have been breached. 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 Chicago, the panel shall consist of:
George Fleischli
To Be Determined

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.

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.

C. At arbitration hearings the release of Company employees who are covered by this Agreement, and whose attendance is requested by the Union, will be on the basis of an unpaid leave of absence for union business, unless the Company and the Union expressly agree otherwise. Nothing herein shall hamper or interfere with the Company's ability to operate its business.

D. Subject to the Company's performance of the foregoing, the Union agrees that it will not directly or indirectly authorize, aid, encourage, direct, abet or participate in any stoppage of work during the arbitration or prior to the rendition of the award, and the parties agree that all awards rendered will be binding upon them. Subject to the Union's performance of the foregoing, the Company agrees that it will not directly or indirectly lock out the Employees under this Agreement during the arbitration or prior to the rendition of the award.

E. Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

F. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement. In no event shall the arbitrator's award be retroactive to a date more than eighteen (18) months prior to the date when the demand for arbitration was served.

XI. BULLETIN BOARDS

The Company agrees to provide bulletin boards suitably placed for the sole use of the Guild.

XII. 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 the 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) it will instruct its members to perform their contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other union, or by the Union concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any Employee because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

XIII. MODIFICATION OF EXISTING AGREEMENTS, TRANSFER OF RESPONSIBILITY

A. The Company agrees that it will, and does hereby, modify all existing contracts and arrangements with Employees to bring the same into conformity with the provisions of this Agreement, with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Employee which are more favorable to such Employee than the terms of this Agreement.

B. The Company agrees that it will not enter into a contract with or employ, any Employee on terms and conditions less favorable to him/her than those set forth in this Agreement. Only the Union and the Company shall have the right to waive any of the provisions of this Agreement, provided, however, that the Company may only waive those rights and benefits which it has under this Agreement, and the Union may only waive those rights and benefits which it, or any of its members, has under this Agreement. The terms of this Agreement are minimum and the Company agrees that nothing herein contained shall prevent an Employee from negotiating or obtaining better terms than the minimums herein.

XIV. NO DISCRIMINATION

The Company and the WGA agree not to discriminate against any Employee because of race, sex, creed, color, religion, national origin, age, disability, marital status, sexual orientation or Union activities.

XV. NOTICES

Notices required under this Agreement shall be sent to the Union at its addresses in New York.

XVI. PAY DAY

The Company reserves the right to designate the pay day on an individual location basis, but employees covered by this agreement shall continue to be paid weekly. The Company agrees to give the Guild at least thirty (30) days' notice of any change in the pay day.

XVII. 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.

XVIII. SHOP STEWARDS AND INSPECTION

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 Employees 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 Council (Board) or as a Shop Steward to allow such Employee to attend

scheduled Council (Board) and/or Shop Steward meetings on his/her own time. For Council (Board) members and Shop Stewards who must travel to such meetings from another state (other than one neighboring New York State), the Employee's regular days off may be rescheduled to include the meeting day plus either the day before or the day after such meeting.

XIX. WORKING CONDITIONS

A. The Company agrees to provide Employees with adequate physical working conditions.

B. 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 Employees.

C. Employees under the Addendum may participate on the Chicago Joint Committee on Safety and Health.

D. Employees under this Addendum may participate on the WBBM-AM Workload Committee.

XX. EFFECTIVE DATES AND DURATION

This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-CBS 2019 - 2022 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS, INC.

By: Rose E Luf

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: [Signature]

SIDELETTER 1
(Cross-Utilization)

It is understood that writers at the Company-owned radio stations and television partner stations may be assigned to write for any of these stations. "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.

SIDELETTER 2
(2019 Pay Rates)

During negotiations for the 2019 – 2022 Agreement, the Parties agreed that all Assistant Producers and Production Assistant Producers employed as of April 6, 2019 will be compensated at the 1 – 5 year rate of pay, with the exception of employees with at least 5 years of employment and Matthew Menke who will be compensated at the Over 5 year rate of pay.

**2019 - 2022 STAFF RADIO NEWSWRITERS (CHICAGO)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

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2019-2022 STAFF RADIO NEWSWRITERS (CHICAGO)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT

SUPPLEMENTAL AGREEMENT made as of the 6th day of April, 2019, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Union"), acting on behalf of itself and 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 and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed at WBBM-AM as staff Radio Newswriters (as hereinafter more particularly defined) and ENTERCOM OPERATIONS INC., acting on behalf of itself and ENTERCOM ILLINOIS, LLC, (collectively the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. This Agreement applies and is limited in its application to Staff Newswriters, as hereinafter defined (hereinafter called Staff Newswriters or Staff Newswriter) now or hereafter employed by the Company at WBBM-AM in Chicago.

C. The term "Staff Newswriters" shall mean all staff Radio Newswriters employed by the Company at WBBM-AM in Chicago, Illinois, excluding staff Continuity Writers, Writers employed principally for writing electrical transcription, special events (other than Writers regularly doing News writing work), or publicity or for writing principally for short-wave, or experimental broadcasting or for other experimental purposes, reporter contacts, assignment editors and program contacts in the WBBM-AM News Department, reporters in the Public Affairs Department, performing personnel who write or edit exclusively for their own performance or themselves, Department heads, managers, assistant managers, supervisory News Editors, and all other supervisors as defined in the Labor Management Relations Act, as amended.

D. Further, the term Newswriter shall mean a person employed on the staff of the Company in Chicago on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs, or news inserts on programs, or special events, or auditions therefor.

With respect to Newswriters, the term "write" shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company's own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

E. The term "staff Newswriters" shall mean all persons employed by the Company:

- (i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and
- (ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

- (iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

F. The term "literary materials" shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

G. No Prejudice Claim It is further agreed that the scope of this contract is without prejudice to any claim which may hereafter be asserted by the Guild to the effect that News Editors employed by the Company in Chicago do not constitute supervisors within the meaning of the said Act.

H. Nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company: for radio, the Program Director/ Director of News and Programming , Assistant Program Director/Assistant News Director and Managing Editor. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated. The Company agrees that except as provided above and except in news emergencies, department heads, managers, and assistant managers or other supervisors as defined in the National Labor Relations Act (hereinafter "Act") will not write news material.

Employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request.

I. Performing Personnel Nothing contained in this Agreement shall be construed or operate in any way to prevent performing personnel who write or edit exclusively for their own performance or themselves from doing so, and to that extent from performing the writing or other duties of Staff Newswriters.

J. Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. HOLIDAYS

The following days shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)

One floating holiday designated by the Company by January 15 of each year

If a Newswriter is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a Newswriter is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off.

The above shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which a Newswriter may become entitled pursuant to the foregoing, the Newswriter may elect to receive payment of one-fifth of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

III. USE OF MATERIALS

A. Definition of terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a Newswriter as part of the Newswriter's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a Newswriter's own time" means all other materials written or conceived by a Newswriter.

B. Materials produced on a Newswriter's own time shall belong exclusively to such Writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested

to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

IV. MODIFICATION OF EXISTING AGREEMENTS, TRANSFERS OF RESPONSIBILITY

A. See National Staff Agreement, Article IX.

B. The terms of this contract supersede previous terms of contracts completed heretofore, except as it applies to the National Staff Agreement, and except where an individual Newswriter has obtained better terms from the Company provided such individual agreement has been approved by the Guild.

C. Simulcast: In the event of a simulcast being carried out under this Agreement, it is agreed that both parties shall meet to determine conditions for simulcasts. Nothing, however, shall prevent the simulcast from taking place.

V. SALARIES

A. The Company agrees that Newswriters shall be paid not less than the following weekly staff salaries:

<u>PERIOD OF EMPLOYMENT</u>	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
0-9 months	\$ 834.00	\$ 851.00	\$ 868.00
9-18 months	\$ 1,180.00	\$ 1,204.00	\$ 1,228.00
18-24 months	\$ 1,296.00	\$ 1,322.00	\$ 1,348.00
24-30 months	\$ 1,386.00	\$ 1,414.00	\$ 1,442.00
30-36 months	\$ 1,580.00	\$ 1,612.00	\$ 1,644.00
Over 36 months	\$ 1,773.00	\$ 1,808.00	\$ 1,844.00

Nothing shall prevent the Company from paying a higher wage to a Newswriter in recognition of individual merit, ability, years of service, or other considerations. (See also Sideletter 1)

B. Salary Payment: Newswriters shall be paid weekly salaries based upon their length of employment with the Company in accordance with the schedule of salaries made part of this Agreement.

C. Progression In Salary: When new Employees are hired, the Company intends to integrate them into the progression provided for in the salary scale of this Agreement and to advance them therein in accordance with its appraisal of the seniority, individual merit, experience in the Radio-Television field, allied or related work ability, and other considerations. At the time of hiring or at any time after the employment of a new Employee, at the Guild's request, the Company will consult and meet with the Guild concerning such factors and will advise the Guild of the starting salary

or the new salary, as the case may be, which it proposes to pay such Employee with a view toward integrating said Employee into an equitable salary. The Company's decision with respect to such matters shall be final and conclusive and shall not be subject to arbitration under the arbitration provisions of this contract.

D. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Newswriters, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Newswriter and the Company.

VII. DELETED

VIII. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Newswriters shall consist of forty (40) hours in five (5) days inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5).

1. A "week" as distinguished from a "work week" shall consist of a period of seven (7) consecutive days beginning with the commencement of the broadcasting day by the Company in Chicago at 12:01 A.M. on Sunday.

2. The number of hours worked in any week by any Newswriter shall consist of the number of consecutive hours intervening between the beginning of his/her first assignment to perform staff duties on each of the five (5) days during the particular week of which such work week is a part and the conclusion of his/her last assignment to perform staff duties on each of said days.

3. Two (2) consecutive days off totaling not less than forty-eight (48) hours and in accordance with existing scheduling practices shall be granted each Newswriter in each calendar week. Saturday followed by Sunday shall qualify as consecutive days off.

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of

overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Night Shift Differential: All Newswriters at WBBM-AM who shall work after the hours of 12:00 Midnight and prior to 7:00 A.M., shall receive, in addition to their regular pay, Six Dollars (\$6.00) for each night worked.

D. Assignment schedules for a three (3) week period will be posted by the Company at least six (6) days in advance of the earliest date appearing on such schedule. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule. The Company may revise the schedule in order to cover emergencies, but agrees to take full responsibility in seeing to it that the Writer or Writers affected are informed of said changes.

E. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided. The Company agrees to pay overtime compensation at the rate of time and one-half in the following instances:

(1) Hours worked by any Newswriter in any work week in excess of forty (40) or in excess of five (5) days, or hours worked in excess of eight (8) in any day, inclusive of meal periods. However, sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days.

(2) If a Newswriter is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Newswriters shall be scheduled so that a single day off will permit a Newswriter to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than forty-eight (48) hours. If a Newswriter is called in before the expiration of such thirty-four (34) hour period or forty-eight (48) hour period, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such forty-eight (48) hour period. The penalty pay specified in this Paragraph shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

(3) Should a Newswriter be required to work on his/her day off, he/she shall

receive a minimum of eight (8) hours' credit at overtime rates. Such additional compensation shall not, however, be paid for any hour for which the Newswriter shall be entitled to overtime compensation under sub-paragraph F(1) above.

F. If an Employee has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

G. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

H. Any Newswriter who has been assigned to the "overnight" shift without rotation for more than six (6) consecutive months shall, at the Writers request, be removed from such assignment and shall not be reassigned to the "overnight" shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the "overnight" shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such "overnight" shift for such program or programs. In its notice of employment, the Company shall set forth the "overnight" shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the "overnight" shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the "overnight" and will not be reassigned to another "overnight" shift for at least six (6) months from day of removal from the "overnight".

This Paragraph H shall not apply to Employees hired on or after April 2, 2002.

I. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that 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 earned, the Employee will be paid forthwith at straight time for such compensatory days.

In cases where the Company has 48 hours or more notice that a news broadcast will exceed its regularly scheduled time, requiring the rendition of overtime services from Employees, the Company must use its best efforts to notify any Employee whose schedule may be affected by the broadcast

schedule change at least 36 hours in advance of such change.

IX. SENIORITY - LOCAL

Seniority and ability shall be taken into consideration in all assignment of days off, vacations, or other cases of preference. In the event a Newswriter believes that this provision of the contract has not been observed and if the matter cannot be adjusted by discussion between the Guild and the Company, the Company agrees that the subject may be arbitrated in accordance with the provisions of this contract.

X. CREDITS

The Company shall give Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor shall be accorded credit whenever warranted by reason of his/her contribution to a program, unless he/she prefers otherwise and provided the Union consents. The form or forms in which such credit is given shall be determined from time to time jointly by the Company and the Union. On WBBM radio, where broadcast programming is all-news, any Newswriter assigned as an Acting Editor who works on such programming during a given week will receive at least one on-the-air credit during the week. On WBBM Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

- Writer(s)
- Written by
- Produced and written by
- Written and produced by
- Newswriter(s)
- Documentary script by
- Narration written by
- Special material written by
- Special script material by

Continuity written by
Interview material written by
Special material by

Credit to staff Newswriters shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

XI. DINNER ALLOWANCE

Newswriters shall be entitled to receive dinner money in accordance with Company policy.

XII. HAZARD PROTECTION

In the event that any Employee is assigned to hazardous work, including but not limited to assignments involving fires, climbing on roof tops, climbing aloft on vessels, or on the roof of moving vehicles, work as a war correspondent, flight in any commercial aircraft, etc., he/she shall, for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment, in the amount of Fifty Thousand Dollars (\$50,000), and providing for a weekly indemnity in the amount of One Hundred Dollars (\$100), in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

1. Said benefits shall be payable to the beneficiary designated by the member; failing to designate a beneficiary, such indemnity shall be payable to the estate of the member. Premium shall be paid by the Company.
2. The insurance provided herein shall be in addition to any Worker's Compensation Insurance or other protection required to be carried by the Company by any Federal, State or Municipal Law.
3. The Company shall not be under any obligation to provide the above insurance in the case of any member who fails to comply with the Company's instructions regarding the method and time of reporting activities coming within the purview of these paragraphs.
4. The Company will fully protect and compensate any Employee for losses resulting from collision, property damage and personal liability which may be incurred while such Employee's automobile is in use on a Company assignment.

XIII. WORKING CONDITIONS

- A. See National Staff Agreement, Article XX.
- B. The Company will make available to each Newswriter adequate private facilities in desks or lockers for personal and Company purposes in appropriate working areas.

XIV. DELETED

XV. DELETED

XVI. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees shall be paid at hourly minimum rates that are 0.5% higher than the corresponding staff rates, as follows:

<u>PERIOD OF EMPLOYMENT AS A TEMPORARY NEWSWRITER</u>	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
0-9 months	\$ 20.95	\$ 21.37	\$ 21.80
9-18 months	\$ 29.65	\$ 30.24	\$ 30.85
18-24 months	\$ 32.56	\$ 33.21	\$ 33.88
24-30 months	\$ 34.82	\$ 35.52	\$ 36.23
30-36 months	\$ 39.70	\$ 40.49	\$ 41.30
Over 36 months	\$ 44.55	\$ 45.44	\$ 46.35

All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan. This change is to be implemented effective December 29, 2002.

Wage Escalator Credit:

For Temporary employees hired on or after April 24, 2016 where credit for temporary work is called for in connection with the wage escalator, 125 days worked under this Supplement shall be considered to be six months, and 250 days worked under this Supplement shall be considered to be one year. Temporary employees employed prior to April 24, 2016 shall be credited based on a calendar year.

- B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to apply for such position and receive first consideration for such full-time positions. Temporary employees who apply for such positions shall be interviewed by the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of

service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund 11.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan 8.5% of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is

employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge -- include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall -- include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes -- include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

H. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

I. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

J. Effective January 1, 2003, a Temporary Employee who has been "continuously employed" with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, "continuously employed" shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of "continuously employed."

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been "continuously employed" as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

K. Temporary employees who have earned five (5) compensatory days off under this agreement shall be eligible to use up to five (5) compensatory days off as sick days per calendar year and shall not be eligible for additional paid sick leave that year. Temporary employees who have earned three (3) compensatory days off under this agreement shall be eligible to use up to three (3) compensatory days as sick days per calendar year and shall also be eligible to accrue two (2) additional

paid sick days pursuant to an accrual of one hour paid sick leave for every forty (40) hours worked. Compensatory day off and sick leave usage is capped at forty (40) hours per year. One half of a temporary employee's accrued and unused compensatory days (including those days that a temporary employee could have used as sick days) may be carried over to the following year, up to a maximum of 20 hours. Temporary employees may not use more than 40 hours of comp days (including those days that a temporary employee uses as sick days) per calendar year. Earned and unused sick and comp days are not payable upon termination or resignation.

Temporary employees who are not eligible for compensatory days off under this agreement may earn paid sick days pursuant to an accrual of one hour of paid sick leave for every forty (40) hours worked, with a maximum accrual and use of forty (40) hours of paid sick leave per calendar year. One half of a temporary employee's accrued and unused sick hours shall carry over to the following year and shall be capped at 20 hours. For example, if a temporary employee who accrues paid sick days under the accrual method of one hour for every forty (40) hours worked carries over 20 hours of unused sick leave to a new calendar year, the temporary employee may only use up to 40 hours of sick leave in that calendar year even though the employee may continue to accrue leave at the rate of one hour for every forty (40) hours worked. Earned and unused sick days are not payable upon termination or resignation.

Notwithstanding the provisions above, Chicago Municipal Ordinance 1-24-045 governs carryover and use of, for federal Family and Medical Leave Act purposes, accrued but unused (i) compensatory days (including those days that a temporary employee could have used as sick days) and (ii) paid sick days for temporary employees ineligible for compensatory days off under this agreement.

XVII. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra's day pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks' notice of the termination of his/her vacation relief employment or two (2) weeks' pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVIII. PRODUCER FEES

If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and minimum commercial fee (if any is required) will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

XIX. DURATION

This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-CBS 2019 - 2022 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS, INC.

By: Rose E. Wolf

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: [Signature]

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1
(DELETED)

SIDELETTER 2
(Editing By Others)

It is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own-on-air delivery, or who are editorially responsible for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions, thereof, for news broadcast purposes and not be covered by this Agreement.

Also, technicians covered by another labor agreement who edit video may exercise editorial judgement in connection with such editing for up to thirty-three and one-third percent (33-1/3%) of the packages edited in a given month. The Company will keep records of such assignments and make them available to the WGA upon request. The parties will, at the request of either party, discuss such assignments on a shop-by-shop basis. This letter will not impact prior practices involving technicians editing other material.

Any staff Newswriter laid off during the term of this Agreement as a direct result of the increased use of producers exercising editorial judgement shall receive an additional multiple of basic severance.

SIDELETTER 3
(Seniority Lists)

The parties agree that Employees hired hereunder as of March 2, 1977 will be place in the Local Radio seniority list.

Seniority will accrue only on the list an Employee is place on, it being understood that Employees with such "separate seniority" will not be transferred against their will. Employees on staff prior to March 2, 1977 who had overall seniority will continue to accrue seniority as heretofore. Attached hereto is a list of staff Newswriters on staff as of March 1, 1977.

NEWSWRITERS ON STAFF IN CHICAGO AS OF MARCH 1, 1977

Colvin, Leon

SIDELETTER 4
(Split Shift)

During the negotiations for the 1977 CBS-WGA Chicago Staff Newswriters Agreement the Company agreed to delete from VIII B. the following: "except when operational requirements make

such scheduling impossible and impracticable."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article VIII B. so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1977-1981 Agreement shall continue and are expressly waived hereby.

SIDELETTER 5

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 6

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I, Sections C. and I. of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 7

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The

parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 8
(DELETED)

SIDELETTER 9
(DELETED)

SIDELETTER 10
(Cross-Utilization)

It is understood that writers at the Company-owned radio stations and television partner stations may be assigned to write for any of these stations. "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.

**2019 - 2022 STAFF RADIO NEWSWRITERS (LOS ANGELES)
SUPPLEMENT TO THE WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

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**2019 - 2022 STAFF RADIO NEWSWRITERS (LOS ANGELES) SUPPLEMENT TO THE
WGA-ENTERCOM NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT as of the 6th day of April, 2019, by and 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, and WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 affiliated with the Union (hereinafter called the "Union"), and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio and Television Newswriters (as hereinafter more particularly defined) and ENTERCOM OPERATIONS, INC. acting on behalf of itself and ENTERCOM CALIFORNIA LLC (collectively the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term "Promotion Writer/Producer" shall mean all persons employed on the staff of the Company in Los Angeles at KNX-AM on salary to write script, continuity, commercial, promotional and other "literary materials" as defined below, designed to be broadcast, whether live or pre-recorded.

C. The term "Newswriter" shall mean a person employed on the staff of the Company in Los Angeles at KNX-AM on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs or news inserts on programs, or special events, or auditions therefore.

With respect to Newswriters, the term "write" shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company's own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

D. The term "staff Promotion Writer/Producers and staff Newswriters" shall mean all persons employed by the Company:

(i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

E. The term "Staff Writers" where used in this Agreement shall refer to staff Newswriters

and staff Promotion Writer/Producers, as defined herein. It is agreed that the term "staff Writers" shall not include:

(1) Writers employed principally for writing for electrical transcriptions, special events or publicity, or for writing principally for short wave, frequency modulation or experimental broadcasting or experimental purposes, except that persons employed as staff Writers as defined above shall be covered by all the terms of this Agreement when assigned to write special events.

(2) Department heads, managers, or their immediate assistants except when they are assigned to write news, script, continuity or other literary materials designed to be broadcast on a regular basis, in which event they shall be included within the term "staff Writers." Unless such persons are included within the term "staff Writers" as provided in this Paragraph, E(2), they shall not write news, script, continuity or other literary materials except under the following circumstances:

When an emergency exists (an emergency shall be deemed to exist when no staff Writer is available, and the fact that a staff Writer is unavailable by reason of vacation shall not of itself constitute an emergency); however, nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company, provided he/she is engaged primarily to perform managerial/supervisory duties for local radio - one Program Director/ Director of News and Programming, one Assistant Program Director/ Assistant News Director , one Managing Editor, and the Director of Promotion;

If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated.

(3) Persons who prepare material for delivery on the air by themselves, except where such material is used on a dramatic program involving two or more characters and any character is played by any person in addition to the author.

(4) Persons otherwise employed by the Company who make incidental changes in scripts written by others.

F. The term "literary materials" shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company. Notwithstanding the foregoing, it is agreed that the term "literary materials" shall not include material for broadcast over television as dramatic, comedy and comedy-variety programs, whether commercial or sustaining, which material and the Writers thereof shall be covered by the applicable freelance agreement. When assigned any of these three types of programs, staff Writers will be suspended from the staff but shall retain all contract benefits and seniority privileges.

G. Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

H. Employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement.

The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request.

II. DELETED

III. SALARIES

- A. (1) Base Salaries. Staff Writers shall receive the following weekly minimum rates of pay:

CLASSIFICATION:

Radio Writer

	<u>4/6/2019</u>	<u>4/4/2020</u>	<u>4/3/2021</u>
First twelve (12) Months	\$ 1,257.00	\$ 1,282.00	\$ 1,307.00
Third Six Months	\$ 1,431.00	\$ 1,460.00	\$ 1,489.00
Fourth Six Months	\$ 1,602.00	\$ 1,634.00	\$ 1,667.00
Twenty-Four (24) Months or more	\$ 1,773.00	\$ 1,808.00	\$ 1,844.00

Local Promotional Writer – Producer

Zero (0) to two (2) years	\$ 1,386.00	\$ 1,414.00	\$ 1,442.00
Two (2) to three (3) years	\$ 1,469.00	\$ 1,498.00	\$ 1,528.00
Three (3) years or more	\$ 1,559.00	\$ 1,590.00	\$ 1,621.00

- B. Experience Fees. A local staff Promotion Writer/Producer who has written commercial programs for a total of fifty-two (52) weeks shall thereafter receive in addition to his/her applicable minimum staff salary a fee of Five Dollars (\$5.00) per week.

C. Daily Rate Employees.

1. Compensation. At KNX only, the Company may, in order to cover staff assignments in the case of sickness, vacation, emergency, or where a lack of a daily rate would cause an unreasonable work load, employ Writers on a daily basis. The daily compensation for such services shall be set forth in the chart below. The “Holiday” rates shall apply to work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. The provisions of Articles I; II; III B, D, E, F, G, and J; VI A (with the exception of the rest period provisions set forth therein), B, C, F; VII B, C, F, I; VIII; IX and X of this Agreement and the Grievance and Arbitration provisions of the National Staff Agreement shall apply to Writers employed on a daily basis.

KNX DAILY RATES

	4/6/2019	4/4/2020	4/3/2021
<u>First twelve (12) Months</u>			
Daily Rate	\$ 315.69	\$ 318.85	\$ 322.04
Hourly Rate	\$ 39.46	\$ 39.85	\$ 40.25
Holiday Daily Rate	\$ 384.40	\$ 388.24	\$ 392.13
Holiday Hourly Rate	\$ 48.05	\$ 48.53	\$ 49.02
<u>Third Six Months</u>			
Daily Rate	\$ 359.55	\$ 363.15	\$ 366.78
Hourly Rate	\$ 44.94	\$ 45.39	\$ 45.84
Holiday Daily Rate	\$ 437.81	\$ 442.19	\$ 446.61
Holiday Hourly Rate	\$ 54.73	\$ 55.28	\$ 55.83
<u>Fourth Six Months</u>			
Daily Rate	\$ 402.39	\$ 406.41	\$ 410.48
Hourly Rate	\$ 50.30	\$ 50.80	\$ 51.31
Holiday Daily Rate	\$ 489.97	\$ 494.87	\$ 499.82
Holiday Hourly Rate	\$ 61.25	\$ 61.86	\$ 62.48
<u>Twenty-Four (24) Months or more</u>			
Daily Rate	\$ 445.49	\$ 449.94	\$ 454.44
Hourly Rate	\$ 55.69	\$ 56.25	\$ 56.81
Holiday Daily Rate	\$ 542.44	\$ 547.86	\$ 553.34
Holiday Hourly Rate	\$ 67.81	\$ 68.49	\$ 69.17

2. **Daily Rate Employee Sick Leave.** The Company will grant Daily Rate Employees Sick Leave in accordance with the Company policy and applicable law prevailing at the time.

3. Daily Rate employees other than those listed in Sideletter 11 will not be eligible for WGA pension contributions, however, effective September 10, 2019, they will be eligible to participate in the Company's 401K Plan, subject to the terms and conditions of the Plan. The Daily Rate Employees who participate in the Company's 401K Plan will be eligible to receive the Company match at the same rate of non-union employees.

4. **Staff Vacancies.** When a staff vacancy occurs, Daily Rate Employees who are regularly performing the duties and functions of the open position shall have the right to apply for such position and receive first consideration for such full time position. Daily Rate Employees who apply for such positions shall be interviewed by the manager with primary responsibility to fill the open position.

D. **Other Duties.** A staff Writer may be required to render services to the Company additional to or other than his/her normal duties as a staff Writer provided that his/her total compensation during such week shall be no less than the higher of the applicable salary rates. In addition, the Writer shall be paid a fee of \$10.00 (\$14.00 in the case of Local Promotion Writer)

toward which any commercial writing fees earned may be credited.

Such fee will not be applicable to Newswriters assigned as an acting editor, copy desk editor, producer or associate producer.

It is understood that such services involved in the preparation of a program script as have been customarily performed by Writers shall be considered a part of a Writer's normal duties.

E. Acting Editor/Copy Desk Editor Fee. Serving as Acting Editor, Copy Desk Editor or Assignment Editor shall mean serving as the Editor in charge of the News Bureau, supervising copy prepared by others, assigning work to personnel within the jurisdiction of the News Bureau or being in charge of the news desk alone without supervision.

A staff Writer assigned as an Acting Editor or Copy Desk Editor, Assignment Editor or as an Associate Producer will receive, for each hour he/she is so assigned, in addition to any other compensation to which he/she is entitled, the sum of three dollars and fifty cents (\$3.50) per hour effective April 3, 2016.

When an Employee has been upgraded 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 April 3, 2016, 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.

F. If the Company assigns a staff Writer to any broadcast to plan layouts, make allocations of time for various stories and segments of stories and determine suitability of material for such broadcast, he/she shall be credited as Producer for that broadcast except that, if the Company designates a person who is not a staff Writer to perform the aforesaid duties, the staff Writer when assisting the Producer in performing those duties shall be credited as an Associate Producer.

A staff Writer credited as Associate Producer will be paid in accordance with the "Acting Editor/Copy Desk Editor Fee" as provided in Paragraph E above.

G. Producer Fees. If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and minimum commercial fee (if any is required) will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

H. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

IV. DELETED

V. DELETED

VI. DELETED

VII. WORK SCHEDULE OF STAFF WRITERS REGULARLY ASSIGNED TO HARD NEWS OR SPECIFIED HOURS

A. Work Week. The work week of staff Writers regularly assigned to hard news or specified hours shall consist of forty (40) hours in five (5) days. The Company agrees to use its best efforts to schedule all such staff Writers to work five (5) consecutive days and to allow two (2) consecutive days off each week, provided, however, that should scheduling difficulties arise or exist which reasonably prevent adherence to such a schedule, the Company may make work assignments necessary to meet the particular situation, subject to the provisions herein set forth. (See also Sideletter 13.)

B. Work Day.

(1) The work day of unit employees shall consist of eight (8) hours inclusive of a one-half (1/2) hour paid meal period which shall occur reasonably close to the middle of each shift at the Company's discretion. If an employee is not given a 1/2 meal period during the eight (8) hour work day, then such employee shall receive a penalty equal to an additional 1/2 hour at time and one-half (1 1/2) pay.

(2) Although the Company will endeavor to schedule the meal period reasonably close to the middle of the day, it is understood that at certain operations, such as at KNX radio, the meal may be scheduled at the end of the work day. The parties agree that the nature of the work of any Radio Newswriter at KNX prevents them from being relieved of all duty, and as such, they can be assigned an on-duty meal. The WGA hereby consents to such on-duty meal period on behalf of unit employees working as Radio Newswriters at KNX from being relieved of all duty, and as such, they can be assigned an on-duty meal. Also, the Company will provide a document to Radio Newswriters at KNX providing them with an opportunity to individually consent to an on-duty meal, and notifying them of their individual right to withdraw that consent if they subsequently choose to do so. It is further agreed that at any time, any unit employee who works as a Radio Newswriter at KNX may inform the WGA and the Company in writing that he/she does not agree to work an on-duty meal, and such employee(s) will be re-assigned to a paid meal period as soon as practicable and consistent with the Department's scheduling needs. Any Radio Newswriter at KNX who does not receive an opportunity to have an on-duty meal during the eight (8) hour work day shall receive a penalty equal to an additional 1/2 hour at time and one-half (1 1/2) pay.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

ON DUTY MEAL PERIOD AGREEMENT

Name: _____

Job Title: _____

This will certify that I regularly work a shift in excess of six (6) hours and the nature of my work as a Radio Newswriter at KNX prevents me from being relieved of all duty. I agree to an on-the-job meal period. I understand that the Company may revoke this agreement at any time by providing written notice to me and the WGA,

and that I may revoke this agreement at any time by providing written notice to the WGA and the Company. If I choose to revoke this agreement, I will be reassigned as soon as practicable to another position where I will be given an off-duty meal period. This agreement will remain in effect until I exercise, or the Company exercises, the option to revoke it.

I acknowledge that I have read the above agreement, understand it, and voluntarily agree to its provisions.

Employee Signature: _____

Date: _____

Department Head Signature: _____

Date: _____

C. Overtime. (1) The Company shall have the right to assign staff Writers to work in excess of eight (8) hours in any one day or forty (40) hours in any week, which, however, shall be paid for in money at the rate of additional half-time for each hour so worked. Any work performed on the sixth (6th) or seventh (7th) consecutive day of any seven (7) consecutive days will be paid for in money at the rate of additional half-time for each hour so worked, notwithstanding the fact that the total number of hours worked during the first five (5) days of any such work week may be less than forty (40).

(2) Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

D. (1) Callbacks. Whenever any staff Writer shall not have a ten (10) hour period of rest between days during the regular work week, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for each hour worked during such ten (10) hour period.

(2) When any staff Writer shall be called back to work less than forty-eight (48) hours after finishing his/her regular work week, such Writer shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for each hour worked during such forty-eight (48) hour period, provided, however, that the Company may change the schedule of work for any Writer without payment of such overtime so long as the Writer receives two (2) days off during that week and is not required to work more than five (5) consecutive days during that week and receives no less than thirty-four (34) hours off in the case of one (1) day off; forty-eight (48) hours off in the case of two (2) days off; or eighty-four (84) hours off in the case of three (3) days off. Except in case of an emergency, such scheduling must be followed by at least a three (3) week interval during which such scheduling shall not be applied to such Employee. The provisions of this sub-paragraph shall not apply in the event that such Employee works on either or both of his/her regular days off and is paid for such work at the rate of one and one-half (1½) times his/her regular hourly rate of pay for

such work.

E. Minimum Call. In the event a staff Writer is called in on a scheduled day off, such call in shall be for a minimum of eight (8) hours of work, payable at the rate of additional half-time for each hour worked, provided, however, that these provisions shall not apply in the event that a staff Writer is called in to attend staff meetings. In such a case, the Writer shall be paid in money at the rate of additional half-time for each hour so worked.

A staff Writer who is required to work on a scheduled day off who is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another staff Writer, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

F. Night Shift Differential: For each hour worked between Midnight and 5:00 a.m. each Newswriter so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

G. Schedules. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

H. Overtime Rate. Payments of additional half-time wherever provided for in this Article VII shall be based on the Writer's weekly minimum rate of pay, excluding the payments referred to in Article III, Paragraph B, D, E and J.

I. Arbitration of Unreasonable Work Load. If, at any time, in the opinion of a Writer or of either of the parties hereto, such Writer is assigned an unreasonable work load, or is required to work an excessive amount of overtime, or if a question should arise as to whether an unreasonable work load would result unless a Writer were employed on a daily basis as provided in Article III, Paragraph C, hereof, such matter shall be taken up under the grievance machinery provided in the National Staff Agreement. If such matter cannot be resolved under the grievance machinery, then the Executive Director for the WGA, West and the Vice President of Industrial Relations, CBS Broadcasting Inc. shall meet in Los Angeles and attempt to settle such matter.

J. Consecutive Days. If a staff Writer has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half (½) his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in and out-of-town which exceeds ten (10).

K. Stand-by. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours;

however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

L. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that 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 earned, the Employee will be paid forthwith at straight time for such compensatory days.

M. An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Newswriter, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

VIII. DINNER ALLOWANCE

A staff Writer is entitled to dinner allowance in accordance with the policy of the Company prevailing at the time.

IX. DELETED

X. USE OF MATERIALS

A. Newswriters

(1) Definition of terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a Newswriter as part of the Newswriter's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a Newswriter's own time" means all other materials written or conceived by a Newswriter.

(2) Materials produced on a Newswriter's own time shall belong exclusively to such Writer, who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event

the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

(3) All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

B. Promotion Writer/Producers

(1) **Materials Definitions:** The following terms shall have the meaning ascribed to them in this Paragraph (1) wherever such terms are used in Paragraphs (2), (3), (4), and (5) hereof:

(a) The term "materials" includes all scripts, continuities, poems, plots, titles, characters, ideas and literary work of whatever nature.

(b) The term "broadcast materials" includes all materials written, furnished, or intended for use in radio and television broadcasting.

(c) The term "non-broadcast materials" means all other materials.

(d) The term "materials produced for the Company" means all materials written, conceived or furnished by the Writer as part of the Writer's routine work or pursuant to any specific assignment by the Company.

(e) The term "materials produced on the Writer's own time" means other materials written or conceived by the Writer.

(2) **Non-broadcast Materials:** Non-broadcast materials produced on the Promotion Writer/Producer's own time shall belong exclusively to the Writer who shall retain full title therein legal and equitable and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said materials.

(3) Materials Produced for Company: All materials produced for the Company or which the Promotion Writer/Producer represents to the Company as having been produced for the Company shall belong to the Company, which shall have the sole and unencumbered ownership, right and use of all such materials for all purposes for all time except as otherwise hereinafter provided.

In the event that any script written for the Company by a staff Writer after April 1, 1956 and broadcast initially on a sustaining basis, is thereafter broadcast on a commercial basis, the staff Writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee one hundred (100%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

In the event that any script written for the Company by a staff Writer between January 1, 1954 and March 31, 1956 and broadcast initially on a sustaining basis, which was not broadcast on a commercial basis prior to April 1, 1956, is thereafter broadcast on a commercial basis, the staff writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee fifty (50%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

(4) Broadcast Materials Produced on Writers Own Time: All broadcast materials (as defined in subparagraph (1) of this Paragraph B) produced on the Writer's own time shall belong exclusively to the Writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

It is further provided that where a Writer claims to have produced such broadcast materials on his/her own time, he/she must within five (5) business days of the creation thereof in order to have a basis for any claim against the Company for use thereof by the Company, submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this Paragraph shall not apply to any script for a program to

which he/she is then assigned as part of his/her staff duties.

(5) Package Services: The Company may, at its option, permit a staff Writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff Writer is unable adequately to perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the Writer and, in the event the Writer does not discontinue his/her services for such sponsor, agency or other person, the Company may remove the Writer from its staff or, at its option, give the staff Writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

C. The Company shall notify the Guild of the amount of the net proceeds of any such sale, license or other disposition of said subsidiary rights when said proceeds are received by it and make available copies of documents of such transaction.

D. The Company agrees, as a condition of any sale, license or disposition of such literary rights to require the grantee, licensee or transferee to agree that credit for authorship shall be given to the Writer in such form as fairly to inform the reader or audience of such work of the name of the author; it is agreed, however, that the breach of such agreement by any grantee, licensee or transferee shall not operate as a breach of this Agreement nor shall the Company suffer any liability therefore.

XI. HOLIDAYS

A. The following days shall be holidays:

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Fourth of July (July 4)
Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving Day
Christmas Day (December 25)
One floating holiday designated by the Company by January 15 of each year

If a staff Writer is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a staff Writer is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a staff Writer may become entitled pursuant to the foregoing, the staff Writer may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day

off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

B. Staff Writers who are not entitled to vacation or vacation severance under the National Staff Agreement and who are required to work on one of the above-named holidays shall be paid additional full time for the hours actually worked.

XII. HAZARD INSURANCE

In the event that a staff Writer is assigned to hazardous work, including but not limited to assignments involving fires, climbing on roof tops, climbing aloft on vessels, or on the roof of moving vehicles, work as a war correspondent, flight in any but scheduled commercial aircraft, etc., he/she shall for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment in the amount of fifty thousand dollars (\$50,000.00).

XIII. TRANSFER AND EMPLOYMENT

Any staff Writer transferred at the Company's instance within the Company from one Los Angeles writing operation covered by a collective bargaining agreement with the Guild to another such operation covered by a collective bargaining agreement with the Guild shall retain his/her seniority standing and benefits except that a transfer between departments shall not necessarily entitle him/her to retain his/her salary seniority unless prior experience so qualifies him/her. When applicable, daily Writers who are transferred will retain benefits under this Agreement, such as credit toward experience fees.

XIV. DELETED

XV. CREDITS

A. Newswriters

The Company shall give Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor shall be accorded credit

whenever warranted by reason of his/her contribution to a program, unless he/she prefers otherwise and provided the Union consents. The form or forms in which such credit is given shall be determined from time to time jointly by the Company and the Union. On KNX radio, where broadcast programming is all-news, any Newswriter assigned as an Acting Editor who works on such programming during a given week will receive at least one on-the-air credit during the week. On KNX Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

Writer(s)
Written by
Produced and written by
Written and produced by
Newswriter(s)
Documentary script by
Narration written by
Special material written by
Special script material by
Continuity written by
Interview material written by
Special material by

Credit to staff Newswriter shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

B. Promotion Writer/Producers

The Company shall give audio credit to the Writer for each radio program of fifteen (15) minutes or longer he/she writes except where the special circumstances of the program make it inappropriate to give such credit, or where the writing is limited to routine lead-ins or lead-outs or similar continuity of a routine nature, or where the Writer prefers otherwise and provided the Union consents. On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once a week on such programs to such Writer. Where such credit is not given in any week, credits must be given twice in the following week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

XVI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the

listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -
Not applicable.

Severance and Severance Pay -
These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks' notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -
Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVII. DELETED

XVIII. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Employees except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Employee and the Company.

XIX. MATTERS NOT SPECIFICALLY COVERED

Both parties agree that matters not specifically covered by this Agreement shall not be subjects of collective bargaining during the term of this Agreement.

XX. DURATION

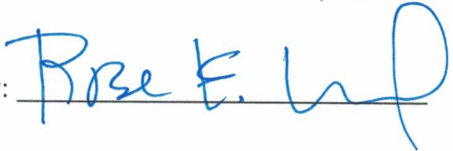
This Supplement shall be effective as of April 6, 2019. All changes shall be effective as of April 6, 2019, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA-Entercom 2019 - 2022 National Staff

Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 30th day of July 2020.

ENTERCOM OPERATIONS, INC.

By: 

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writers Guild of America, West, Inc.)

By: 

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Editing By Others)

It is hereby agreed and understood that although the duties of KNX Newswriters include the editorial selection for news broadcasts and telecasts of news material which has been pre-recorded on film or on tape, producers or directors (including associate directors) of the news programs on which such material is to be used, or persons who prepare news material for delivery on the air themselves, or interviewers (or persons engaged in interviews whether such interviews are aired in full or not) may also be assigned to and perform such duties and are not covered by the terms and provisions of the WGA-CBS Agreement covering Los Angeles staff Writers. Further, it is understood that a department head, a manager or an immediate assistant may, as incident to his/her normal duties (and not be covered by this Agreement) select recorded material, or portions thereof, for news broadcast purposes.

SIDELETTER 2

(Notices)

It is hereby agreed and understood that the Company will issue the following memorandum to its operating personnel:

"In the course of our negotiations with the Writers Guild, the Guild Committee complained that the Company had not lived up to its contractual obligation to notify the Guild when new Employees are engaged in positions covered by the WGA Staff Agreements. Please make sure that your department adheres to the notice requirement, and further, please make sure that new Employees are notified of the Union Security provisions in these Agreements with the Guild, the address and telephone number of which is:

Writers Guild of America, West, Inc.
7000 W. Third Street
Los Angeles, California 90048
(213) 951-4000."

SIDELETTER 3

(Newswriter Seniority Lists)

The parties agree that Los Angeles Newswriters hired hereunder on or after March 2, 1977 will be placed on the Local Radio seniority list

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties

is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Technical Duties Fee)

It is hereby agreed and understood that those KNX Newswriters on staff as of March 2, 1993 will receive an additional \$20.00 per week for the performance of technical duties. In consideration whereof, the meal period for all KNX Newswriters will continue to be a one-half (1/2) hour unscheduled meal period.

SIDELETTER 6

(KNX Interns)

The Company may employ Newswriter Interns at KNX Radio. The Compensation for such services shall be \$12.78 effective as of 4/3/2016, \$13.04 effective as of 4/9/2017 and \$13.30 effective as of 4/8/2018, or consistent with any applicable laws prevailing at the time. Such Interns shall work under the work day provisions of Article VII.B. in the same manner as Newswriters; no other provisions of this Agreement shall be applicable to Interns. Interns may write material for air and perform technical duties, as assigned. The Company shall not concurrently employ more than five (5) weekend Interns and three (3) full-time summer Interns, provided, however, that if the Company notifies the Union in writing of its need to employ another Intern for weekends, the parties will meet to discuss said request, and the Union agrees not to withhold unreasonably its consent to so employ an additional student Intern.

SIDELETTER 7

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I, Section E of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this

Supplement.

SIDELETTER 8
(DELETED)

SIDELETTER 9
(KNX Dress Code)

During the 1987 negotiations, the parties discussed the existing dress code at KNX.

The parties have agreed that the Company has the right to maintain a reasonable dress code which requires writers to dress in a professional manner.

SIDELETTER 10
(DELETED)

SIDELETTER 11
(Benefits for Daily Rate Employees)

A. Health.

During the 1993 negotiations, the Guild expressed the concern that Daily Rate Employees at KNX-AM may not have any medical coverage. The Company asserted that the override above the applicable weekly salary as set forth in Article III, Paragraph C was in lieu of certain staff benefits and allowed Daily Rate Employees to buy their own health insurance.

In an effort to alleviate the Guild's concern, the Company shall contribute on behalf of each Daily Rate Employee an amount equal to 11.5% of such Employee's gross compensation to the WGA-Industry Health Fund.

The Company further agrees that, upon request by the Guild, it will discuss other alternatives for providing health insurance protection to Daily Rate Employees in Los Angeles and will not unreasonably refuse to accept a lawful alternative plan provided there is no additional cost to the Company.

B. Retirement

In addition, during negotiations for the 2019 – 2022 Agreement, the Company agreed to contribute to the Producer-Writers Guild of America Pension Plan 8.5% of gross compensation for eligible hours worked by the following Daily Rate employees:

- Richard Schroeder
- Jerald Edling
- Paul Gomez
- Heather Jordan
- Elaine Perkins
- Scott Finder

- Kathleen Mendoza

Daily Rate Employees other than those listed in this Sideletter will not be eligible for WGA pension contributions.

The Company shall not contest the eligibility for past contributions to the WGA Pension Fund made on behalf of any employee listed in III(B)(3), above.

SIDELETTER 12
(DELETED)

SIDELETTER 13
(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 14
(Management Writing)

In addition to the provisions of Article I, Paragraph D of this Agreement, in the Network On-air Promotion Department only, each of the four Associate Directors/Directors of Promotion may write from time to time, by reason of his/her knowledge of the specific subject matter involved and where no writer/producer with knowledge of the specific subject matter involved is available and where time constraints require. If the title of any of the Associate Directors/Directors of Promotion, On-air Promotion, changes during the term of this Agreement, the supervisor(s) with comparable responsibility will be designated.

The Company does not intend to assign the supervisors designated herein to the writing of an entire promo script which will then be produced by a Promotion Writer/Producer. Writing by such supervisors shall not constitute more than an incidental portion of their duties.

SIDELETTER 15
(DELETED)

SIDELETTER 16
(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited

to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 17
(DELETED)

SIDELETTER 18
(DELETED)

SIDELETTER 19
(Cross-Utilization)

It is understood that writers at the Company-owned radio stations and television partner stations may be assigned to write for any of these stations. "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.