# TENTATIVE AGREEMENT FOR SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN AUDACY SERVICES LLC

And

## WRITERS GUILD OF AMERICA, EAST at 1010 WINS

In reaching an agreement for a successor bargaining agreement, Audacy Services, LLC ("Audacy"), d/b/a 1010 WINS and Writers Guild of America, East ("WGAE") (collective referred to as the "Parties") agree to the following terms, subject to approval by the WGAE Council, and ratification by the bargaining unit:

## 1. The Parties agree to modify Art 1.3 (Job Descriptions) as follows:

Among the duties to be performed by News Production Assistants are: supplying newsroom personnel with copy from wire services and other sources; the monitoring and tending of teletype and copying machines in the newsroom; the tending of telephones within said newsroom; the filing of news scripts; the performance of general clerical duties for the news staff; News Production Assistants will assist the Booker in booking guests for live shows, download and edit audio for broadcast (subject to any applicable upgrades), stay current with local and national news, contribute story ideas on a regular basis, and assist with handling contest calls and filling contest winner sheets, all under the immediate supervision of the Editor and/or at the direction of management. It is understood and agreed that the above does not restrict the Company in assigning duties to News Production Assistants as they have performed in the past, nor prohibit other employees from performing News Production Assistant duties if they have performed such duties in the past.

# 2. The Parties agree to modify Article 7.6 (Upgrades)as follows: .

The Company has the right to temporarily upgrade Employees to a higher paid job classification subject only to those circumstances spelled out in Section 7.10 which concerns the employment of Non-Staff Employees. Any Employee upgraded to a higher paid classification for one or more hours during any work day shall be compensated at a rate stablished in the higher paid classification, as set forth below, for the actual time spent performing the duties of the upgraded job classification (the accumulated time during the shift spent performing the upgraded function but excluding all time not performing such upgraded work including time between the performance of such upgraded functions) with a minimum upgrade of four (4) hours and paid for actual time work in the upgraded position. Freelance News Production Assistants shall not be eligible to be upgraded to the classification of Editor. Staff News Production Assistants with two (2) or more years of experience at WINS and/or experience in cable (e.g., News 1, MSNBC, CNN, etc.), radio, television, etc., in a comparable major market (e.g., a top 25 market) prior to working at WINS, shall be eligible to be upgraded to the classification of Editor.

## 3. The Parties agree to modify Article 7.10 (Upgrades) as follows:

With regard to the employment of Non-Staffers under this provision (and this shall be the only provision under which Non-Staffers may be hired), no other provisions of this Agreement shall apply except Union Membership, seniority for pay escalation, overtime and penalty pay provisions (except

that a Non-Staffer shall not have the option of taking compensatory time off), holiday pay (except that a Non-Staffer shall not have the option of taking compensatory time off), and pro-rate vacation benefits to any individual who has worked at least one hundred fifty (150) (100) days in a year. Non-Staff Employees shall receive one (1) paid compensatory day on January 1 of each year.

4. Amend Article 10 to increase floating holidays from two to three per year.

## 5. The Parties agree to add the following paragraph to Section 8.1 as follows:

The parties agree and understand that if the newsrooms of 880 and 1010 are consolidated, the parties will meet in good faith to discuss amending the meal period available to 1010 bargaining unit members. In the event that no agreement is reach, such outcome shall not be subject to the grievance and arbitration provisions of the agreement.

# 6. The Parties agree to add the following new side letter regarding hazard pay:

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

## 7. The Parties agree to add the following new side letter regarding commuting benefits:

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

## 8. The Parties agree to add the following new side letter regarding Bargaining Unit List:

Every six months, the Company will provide to the Union a list of all unit employees, including their dates of hire, job titles, compensation, enrollment status in the WGA Pension and Health Plans (with copies of election forms), and, to the extent these are available to the Company, bargaining unit members' home addresses,

The Company shall include the Shop Steward in its notification to the Union of any newly hired employees under Section 23.1, and shall provide the Shop Steward with adequate time to meet with and onboard the new employee.

#### 9. The Parties agree to the following wage increases in Article 7 as follows:

#### A. Salaries for all employees shall be increased as follows:

a.	Effective July 23, 2022:	3%
b.	Effective July 23, 2023:	2.25%
c.	Effective July 23, 2024:	2.25%

- B. The salary increases set forth in Paragraph A above shall apply to all minimum salaries in Article 7 of the Agreement, except for the weekly minimum salaries for News Production Assistants effective July 23, 2022, as provided in Paragraph C below.
- C. Effective July 23, 2022, the weekly minimum salaries for News Production Assistants in Section 7.4 of the Agreement shall be as follows:

<b>Months</b>	<b>Salary</b>
0-6	\$650
6 to 12	\$670
12 to 24	\$680
24 to 36	\$715
36+	\$740

10. The Parties agree that the term of the agreement shall be from July 23, 2022 to July 22, 2025.

IN WITNESS WHEREOF, the Parties have affixed their respective signatures

AUDACY SERVICES, LLC

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WRITERS GUILLD OF AMERICA, EAST, INC.

Date\_ 10/ 26/ 2022

