

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE WRITERS GUILD OF AMERICA EAST  
AND  
IHEART MEDIA**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, the Guild, or the Union, and iHeart Media, hereinafter called iHeart, the Employer, or the Company, agree as follows:

**1. Recognition and Scope**

iHeart Media (“iHeart” or the “Company”) recognizes the Writers Guild of America, East, Inc. (the “Guild” or the “Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of regular full-time and regular part-time employees employed by the podcast division of the Company (the “Employer”) at its studios located at (a) 1617 Cosmo St, STE 402, Hollywood, CA 90028, (b) 125 West 55th Street, New York, NY 10019, and (c) 1255 Makers Way NW, Atlanta, GA 30318 studios in the following job titles: Associate Producer, Producer, Executive Producer, Creative Executive Producer, Supervising Producer, Editor, Podcast Editor, Host, Researcher, and excluding all other employees, managers, interns, clerical employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act (“NLRA” or the “Act”), and all employees of all other divisions of the Company.

**2. Union Security**

1. Except where prohibited by law, the Employer agrees that it will not continue any Employee in its employ under this Agreement unless they are a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later.

2. Except where prohibited by law, the failure of any Employee covered hereunder to be or become a member in good standing of the Union by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Employer and the Employee.

3. Nothing in this Article shall be construed to require the Employer to cease employing any Employee if the Employer has reasonable ground for believing that:

(a) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(b) 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.

4. The Union will hold harmless, defend and indemnify the Employer and its Employees with respect to any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken by the Employer pursuant to the provisions of this Article. The Employer will make deductions from an Employee's wages in accordance with the Employee's written authorization and dues schedules certified by the Union. However, the Employer assumes no responsibility either to the Employee or the Union in the event that, through inadvertence or error, it fails to make such deductions in any instance.

### **3. Dues Checkoff**

1. The Employer agrees that upon thirty (30) days' notice thereafter from the Union, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Union upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law. An Employee's change to a non-bargaining unit position automatically revokes the Employee's dues or agency fee check-off authorization. A sample of the Dues Checkoff form is attached herein as Exhibit \_\_\_\_.

2. Dues shall be deducted on each payday. Within ten (10) days after execution of this agreement, and at the time it remits dues, the Employer further agrees to furnish WGAE a roster of all Employees' names, check date, and fees/dues deducted. The Employer shall provide to the Union the name, title, e-mail address, and telephone number of the individual that transmits the dues/initiation fees remittance.

3. The Employer shall not be required to attempt to recover unpaid dues or initiation fees from Employees for any reason, including, but not limited to, those who have terminated employment and received their last wages prior to the receipt of the request.

4. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union, except where prohibited by law.

5. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

6. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

7. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of

this Article. The Union 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.

#### **4. Grievance and Arbitration**

1. Grievance Procedure. A grievance is defined as any dispute arising out of the interpretation, application, or alleged breach of this Agreement. The grievance shall be reduced to writing and submitted by the Union to the designated Employer representative within forty (40) days of when the Union or aggrieved Employee knew or should have known of the facts giving rise to the grievance. The Employer and the Union shall meet within twenty (20) days after the grievance is filed in a good faith effort to resolve the dispute. In the event the parties are unable to resolve the dispute, the Employer will issue to the Union a written response to the grievance.

2. Arbitration. In the event the parties are not able to resolve the grievance, the grievance may be submitted to arbitration by the Union no later than forty (40) days after the date of the Employer's written response, or, if the parties fail to meet as prescribed above, within Sixty (60) days of presenting the written grievance. The demand for arbitration shall be submitted in writing to the American Arbitration Association with a copy to the Employer. The arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association.

3. Authority of the Arbitrator. The arbitration shall be held before a single arbitrator with the arbitrator's fee and the cost of the arbitration split between the parties. Each party shall be responsible for its own fees and expenses. The arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to or modify this Agreement. The arbitrator's award shall be final and binding on the Union, the Employer and the Employee(s) affected thereby. The arbitrator shall have no authority to hear the merits of a grievance which has not been timely processed under this Article. However, in the case of discrimination or harassment grievances, the timelines in this Agreement shall not per se prohibit an arbitrator from exercising their inherent arbitral authority to consider facts that occurred prior to the timelines outlined in this article if new facts that the union or grievant were not aware of nor should have been aware of become known that are directly related to an alleged historic case of harassment or discrimination.

#### **5. Labor-Management Committee**

A committee comprised of up to five (5) bargaining unit members and up to five (5) members of management (with the option of including additional representatives to discuss specific issues) shall convene within 30 days of the ratification of this agreement.

The committee shall meet at least quarterly to discuss workplace matters with the option, in case of emergency, to meet more frequently.

During the meeting, the committee may inquire regarding the current plans for content development. None of these inquiries shall create a right to information on those topics.

The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, resolve grievances or to bind either party to any Agreement.

The Labor-Management Committee may discuss the need for training on safety issues, as well as the scope and focus of any training. The Employer will give due consideration to requests for safety training made by the Union representatives of the Labor Management Committee.

## **6. Employee Classifications & Job Descriptions**

Bargaining unit employees may request from the Employer the job description for the role(s) they occupy and the job description shall be provided within twenty-one (21) days. Individual job descriptions may not list every duty required, however, if a bargaining unit employee receives a job description from the Company and they believe that job description to be inaccurate, they may offer feedback and the Company will consider such feedback.

If the Employer creates a new position in the bargaining unit, it will notify the Union of the new position and negotiate over the appropriate minimum salary for the new position for a period not to exceed thirty (30) calendar days from the date of notice to the union.

## **7. Non-Discrimination**

The Union and the Employer agree to continue not to discriminate against an Employee based on the Employee's Union activities, race, creed, color, national origin, religion, age, sex, sexual orientation, marital status, genetic information, native language or dialect, DACA status gender identity, gender expression, veteran status, physical or mental disability or any other category protected by applicable federal, state or local laws, including any new laws or regulations enacted during the term of this Agreement. It is expressly agreed that sexual harassment shall not be tolerated in the workplace and that sexual harassment is included in this Article.

If the Employer controls the lavatories for the studio in Atlanta, Los Angeles, New York City, or any future office location of the Employer in those cities the Employer shall continue to make commercially reasonable efforts to provide gender neutral lavatories, which may include signage indicating individuals can use the restroom of their choice.

Except as necessary to evaluate, consider, and implement requests for accommodations under the ADA in the interactive process, the Employer shall respect the right to privacy of the employee seeking accommodation, to the extent possible.

The Employer shall maintain a policy/procedure for employees to seek an accommodation under the ADA and will engage in an interactive process. If a reasonable accommodation is agreed upon as a result of Employer's interactive process, it will be provided.

Nothing in this Agreement shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination.

## **8. Diversity**

The parties share a commitment to diversity. The Employer will continue its diversity, equity, and inclusion ("DEI") efforts by, among other things, engaging in broad outreach efforts to source candidates from a diverse group of organizations and affiliations. These efforts shall also include posting bargaining unit roles on job boards aimed at individuals with diverse backgrounds, providing access to DEI training for hiring managers and employees, and supporting mentorship programs. The Employer further recognizes the central importance of the following three provisions towards ongoing diversity efforts:

1. DIVERSITY COMMITTEE

a. The Employer shall continue its existing podcast unit diversity committee consisting of both Employer and bargaining unit representatives. This Diversity Committee shall meet at least quarterly, and shall guide and assist the progress of diversity, parity, and inclusion within the Employer's workforce.

b. The Diversity Committee shall have an annual budget of \$35,000 per calendar year funded by the Company (inclusive of funds spent on the NextUp Initiative) to be allocated per mutual agreement. Nothing in this provision shall prevent the Company from providing funds to Employee Resource Groups or to the Diversity Committee at its discretion.

i. Should a circumstance arise in which the NextUp program loses its operational lead, and the Company is not prepared to appoint a new lead, the Company shall discuss such issue with the Labor Management Committee.

c. Upon request, the Employer shall provide a report to the Diversity Committee with the following information: list of open bargaining unit positions at the Employer and the duration of time that such positions are available to external candidates. Within six (6) months of the ratification of this agreement, the Employer will have a policy or practice of tracking where the Employer has affirmatively posted open bargaining unit positions. The Employer shall continue to encourage hiring managers to publicly post open bargaining unit positions.

## 2. NEXTUP INITIATIVE

a. The Employer and the Union recognize that the NextUp program is a part of the diversity, equity and inclusion efforts at the Employer. The Employer shall continue to make reasonable efforts to support of NextUp program.

b. Should an overtime-eligible bargaining unit member be assigned by the Employer to perform work for the NextUp program, the Employee shall receive overtime pay for overtime hours worked.

c. Creators who participate as mentees in the NextUp program shall be guaranteed an interview for open positions at the Employer for which they apply and meet the minimum qualifications.

## 3. OPEN JOB POSITIONS

a. The Employer shall continue its efforts to support the employment of groups historically underrepresented in the Employer's industry, which may include BIPOC, people with disabilities, and LGBTQ+ people.

b. The Employer shall continue its efforts to recruit candidates from groups that have been traditionally under-represented within the media industry.

## **9. Discipline & Discharge**

1. All newly hired bargaining unit employees shall be subject to a one hundred twenty (120) day probationary period, during which the Employer has the sole discretion to terminate employment. All other Articles in this contract shall apply to probationary employees unless otherwise stated.

2. Discipline and Discharge. The Employer shall have the sole right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees, subject to the below limitations.

a. Bargaining unit employees may be terminated for just cause, without the payment of notice or severance pay, which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Poor work performance not subject to Section c below;
- iii. insubordination;
- iv. Failure to comply with Company policies or procedures

3. The Employer shall follow the principles of progressive discipline for terminations under Section 2(a). In addition to any other evidence or justification, the Employer may demonstrate that it has just cause through the use of progressive discipline. However, the Employer reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. The Guild reserves the right to challenge the Employer's combining or skipping steps as violative of progressive discipline.

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline. In such circumstance, however, the Guild reserves the right to assert that other elements of just cause have not been met, including, but not limited to, evidence of disparate treatment or the failure to properly investigate the allegations that gave rise to the discipline at issue.

b. The Employer shall have the right to immediately discharge a bargaining unit employee for gross misconduct, without applying the principles of progressive discipline, which shall include but are specifically not limited to: 1) theft; 2) fraud; 3) gross insubordination; 4) embezzlement; 5) misappropriation, or reckless or willful destruction of Company property; 6) physical violence or threats of physical violence; 7) plagiarism or fabrication; 8) sexual or other harassment in the workplace; 9) flagrant professional misconduct. If the Union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the employee engaged in gross misconduct. A bargaining unit employee discharged for an offense referenced in this section (b) shall not be entitled to notice or severance pay.

c. The Employer shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Employer's sole judgment the bargaining unit employee's work product does not meet the Employer's subjective standards for editorial, project or creative content; editorial, project, or creative quality; editorial, project or creative judgment, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve, or four (4) weeks' pay in lieu of notice. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Employer's and must uphold

the discharge or other disciplinary action. This notice pay or pay in lieu of notice shall be in addition to severance pay. In the event the Employer intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section and not under any other provision of this Agreement.

4. Employees shall have the right to a Union representative at all investigatory meetings that may lead to discipline of the employee.

5. Whenever the Company issues a written notice of disciplinary action to a bargaining unit employee, it shall within a reasonable period of time following the notice inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

6. It is further understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company.

## **10. Outside Work**

In all circumstances, bargaining unit employees must make a request to the Head of Studio for the approval to engage in outside work. The Employer will maintain its practice of permitting Outside Work that does not create any conflict of interest with the work done by the employee for the Employer or that is not for a meaningful competitor of iHeart Media. A host may be denied any request to work as a host for any competitor of iHeart Media. Any approval of said requests shall be delivered to the employee in writing, except for part-time bargaining unit employees, seeking work with non-competitors of iHeart Media and/or seeking work that does not create a conflict of interest with the work done by the employee for the Employer for whom approval of such outside work is assumed (in such cases, any confidentiality obligations shall remain). The decision to grant said requests remains in the Employer's sole discretion and is not subject to arbitration.

## **11. Compensation**

1. The Employer shall continue to comply with all applicable federal, state, and/or local laws regarding overtime eligibility. The jobs designated with two asterisks (“\*\*”) shall remain overtime eligible.

Effective upon ratification, the minimum annual salary for each job title shall be as stated below. For exempt bargaining unit employees engaged on a part-time basis, the minimum total annual compensation shall be the below minimum reduced based upon the communicated or contracted for part-time schedule. For overtime eligible bargaining unit employees engaged on a part-time basis, the minimum hourly rate shall be paid for all hours worked up to forty (40) hours in a workweek.

<b>Title</b>	<b>Other Locations Minimum</b>	<b>Hourly</b>	<b>New York/Los Angeles Minimum</b>	<b>Hourly</b>
Associate Producer**	\$58,000	\$27.88	\$63,000	\$30.29
Producer**	\$65,000	\$31.25	\$70,000	\$33.65
Researcher**	\$60,000	\$28.85	\$66,000	\$31.73
Editor**	\$64,000	\$30.77	\$73,000	\$35.10
Engineer**	\$64,000	\$30.77	\$70,000	\$33.65
Host	\$70,000	\$33.65	\$77,000	\$37.02
Supervising Producer**	\$72,000	\$34.62	\$76,000	\$36.54
Executive Producer	\$80,500	\$38.70	\$87,000	\$41.83

2. The Employer may, in its sole discretion, pay salaries to bargaining unit employees in excess of these salary minimums. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

3. No bargaining unit employee will have their salary or hourly rate reduced during the term of this agreement. However, should a bargaining unit employee ask to move to a job that carries a lower minimum, or the Employer offers the employee a job that carries a lower minimum in lieu of termination, and the employee accepts the new position, then they may be paid a salary or hourly rate that is lower than their then current salary or hourly rate. The final agreed-upon salary shall be no less than the minimum salary of that new job classification, though nothing shall prevent the Company from, in its sole discretion, granting a salary in excess of the minimum. If a full-time bargaining unit employee is converted to part-time status the employee's salary will be reduced on a prorated basis according to the number of hours worked.

4. No bargaining unit employee shall be demoted as a result of this Agreement.

5. Upon promotion to a bargaining unit job with a higher minimum, a bargaining unit employee shall receive at least the minimum salary for their new position. If the employee's current salary/annualized rate is more than the minimum for the new position, the Employer shall provide an increase to their salary/annualized rate. If a bargaining unit employee is promoted to a higher position within the Producer track (Associate Producer, Producer, Supervising Producer, Executive Producer), the increase shall be no less than four (4%) percent of the employee's salary, provided that the employee's salary prior to promotion does not exceed \$87,000.

6. If a bargaining unit employee is assigned by the Employer for ten (10) weeks or longer to perform the substantial majority of a bargaining unit position that is a) at a higher minimum salary than the minimum for their position and b) where the incumbent is on temporary approved leave for longer than ten (10) weeks, then the bargaining unit employee shall be paid a rate no less than the higher minimum during the period they are assigned to perform the substantial majority of the role, so long as they work the full ten (10) week period. Such assignment shall not be truncated for arbitrary or capricious reasons.

7. Bargaining unit employees shall receive the following economic increases during the term



of this Agreement, subject to the conditions below:

a. Effective upon ratification, each bargaining unit employee employed at the ratification shall either move up to the minimum for their position or receive a minimum increase of 3.0%, whichever is higher.

i. This ratification increase shall be inclusive of all employees, including those on personal service agreements whose annual salary is less than \$120,000. For those employees on personal services agreements greater than \$120,000, they shall receive a one-time ratification bonus upon ratification of 1.5% of base salary.

b. One year following ratification, each bargaining unit employee who is currently employed shall receive a minimum wage increase of 2.0%.

c. Two years following ratification, each bargaining unit employee who is currently employed shall receive a minimum wage increase of 2.0%.

Following the increase or bonus in year 1, bargaining unit employees on personal service agreements whose contracts require they receive the greater of the increase from the Agreement or what is provided in their personal service agreement shall continue to be entitled to such increase. Any personal service contract without such language will only get increases per the terms of their individual contract.

8. In the event that any bargaining unit employee believes that they are paid eighteen percent (18%) percent below the average salary paid to other employees in the same role, with similar tenure with the Employer and/or years of experience within the podcast or audio industry, they may raise the issue with Human Resources, and receipt of the issue will be acknowledged. The Company shall investigate the matter, discuss with the employee the basis for their pay, the Company shall communicate what salary adjustments, if any, shall be applied to the lower-paid bargaining unit employee's salary that the Company has, in its sole discretion, determined are appropriate.

## **12. Individual Agreements**

1. The Company will not require a post-employment agreement that impinges on the employee's rights under Section 7 of the NLRA.

2. The Company will strike any references to at-will employment in offer letters provided to prospective bargaining unit employees.

3. Minimum Terms. The Employer agrees that the minimum terms and conditions that cover the employment of any Employee are those contained in this Agreement and the Employer agrees that it will not enter into any contract with or employ any Employee under terms and conditions less favorable to the Employee than those set forth in this Agreement. Nothing in this Agreement shall be deemed to prevent the Employer, at its sole discretion, from entering into individual agreements including Personal Service Contracts, with Employees or from providing, or any individual employee from requesting or obtaining terms and conditions in excess of the minimum terms and conditions provided for herein. Any decision to pay in excess of the minimum terms and conditions of this Agreement shall not be subject to the grievance and arbitration provisions of this Agreement.

4. All job announcements for positions within the bargaining unit will include a statement identifying that the position is within the bargaining unit.

### **13. Editorial Standards**

1. The Employer shall inform bargaining unit employees when they are being asked to work on branded content or custom advertising. The Employer shall give due consideration to employee requests to not work on such content where working on such content will create a journalistic conflict of interest.

2. For exclusively editorial content, bargaining unit employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a direct subject of the Employee's reporting, without a conversation with the employee first. The employee's perspective shall be given due consideration.

3. Editorial staff who are hired to work on content that is produced in conjunction with a sponsorship partner shall be able to state concerns related to journalistic ethics. The Employer will give due consideration to the perspective of the staff who have raised concerns.

4. Bargaining unit employees may request not to work on content that may cause them personal harm based upon a clear connection between an occurrence in their life and the subject matter of the content. The Employer will make good faith efforts to honor such requests.

5. Bargaining unit employees may request not to perform work on any non-fiction, non-satirical, or commentary piece that they reasonably and upon objective and identifiable information can demonstrate to be: 1) demonstrably false; 2) clearly construed to violate ethical journalistic standards; or 3) clearly represents a violation of the Employer's stated core values or non-discrimination policy. The Employer will give due consideration to such requests.

### **14. Workplace Transparency**

1. The Employer shall maintain an organizational chart that is accessible electronically.

2. The Company Employment Policies shall be accessible in electronic form.

3. Employment Records: Upon request, an employee is entitled to review their personnel file.

4. The Employer shall make good faith efforts to inform bargaining unit employees of a change in their direct supervisor or other changes in more senior leadership that will directly affect the employee's work responsibilities.

5. The Company shall make commercially reasonable efforts to inform bargaining unit employees of a show cancellation or a change to an established show that would significantly affect an employee's direct work responsibilities. Advance notice of changes to an established show shall be provided where such notice would not create significant operational or other business concerns (e.g. third-party requirements). The Employer shall schedule a quarterly meeting to provide a general overview of key initiatives and content plans for the upcoming quarter, subject to any SEC prohibitions or requirements.

6. When the Employer decides to post a bargaining unit position externally, the Employer will make good faith efforts to post notices of such positions internally.

7. Where geographic location is not a requirement for a new position, the Employer shall continue to indicate on the job posting the expectations of the remote work arrangement. Bargaining unit employees who apply for a position that stipulates a required geographic location outside of the bargaining unit employee's current region shall indicate as part of their application their willingness to move, prior to being disqualified for the position. The decision as to whether a job may be performed remotely, as well as all hiring decisions, shall remain at the sole discretion of the Employer, subject to any requirements of this Agreement.

8. Full-time bargaining unit employees who request access to their individual show's traffic measurements shall not be unreasonably denied. Upon employee request, and where such information is demonstrably necessary for the employee to perform their assigned duties as determined by the Employer, the Employer shall tell full-time bargaining unit employees how their individual show is tracking against their show budget (e.g. a percentage of total, initial budget remaining) and how much money is available to them to carry out their assigned work (e.g. negotiating talent contracts). Employees acknowledge that such information is confidential, and the sharing of such information in any manner may be grounds for termination under this Agreement, subject to Article 9: Discipline and Discharge.

## **15. Remote Work**

Employees under certain circumstances, whose jobs accommodate for such arrangements, may, with the approval of their manager, work remotely instead of physically traveling to the Employer's office, based on factors such as availability of work that can be performed remotely, position, job duties, job performance, pending disciplinary issues, and related work skills. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **16. Compensatory Time/Overtime**

1. Employees may be directed to work overtime hours from time to time. Should an overtime-eligible bargaining unit employee believe that they need to work overtime, they must obtain authorization in advance from their supervisor to do so. Should an overtime-eligible bargaining unit employee request to work in excess of forty (40) hours in a workweek, the Employer shall either grant the employee's request to work overtime or shall direct the employee not to work in excess of forty (40) hours in a week, in the Employer's discretion. Overtime eligible bargaining unit employees shall not be required to perform overtime work without compensation, in accordance with federal, state and local law. Employees shall not be disciplined for making reasonable overtime requests.

a. The Company shall continue to maintain its policy that employees shall fill out accurate timesheets.

2. Sixth or seventh days: Supervisors shall make reasonable efforts to limit directing employees to work on a sixth or seventh consecutive day within the same workweek (Sunday to Saturday). Should an overtime-eligible bargaining unit employee be required to work on a sixth or seventh day, the Company's overtime policy shall apply. Should an exempt bargaining unit employee work on a sixth or seventh day, then the compensatory time provision of this Agreement shall apply.

3. Should an overtime-eligible bargaining unit employee believe that they are being directed to work excessive hours of overtime on a regular or recurring basis or should a bargaining unit employee who is not eligible for overtime be directed to work on scheduled days off on a regular

or recurring basis, then the Labor Management Committee may convene to discuss concerns over excessive hours.

4. Overtime exempt employees shall be eligible to receive compensatory time off when assigned to work a meaningful amount on a scheduled day off, or for multiple late evenings that involve working two or more twelve (12) hours or more in a workday within a single workweek. The decision of when to grant such compensatory time off shall remain within the sole discretion of the Employer.

5. Overtime exempt bargaining unit employees must notify their manager within five (5) business days if they believe they are entitled to compensatory time off. The manager will confirm or reject such assertion within three (3) business days. Employees must request to take Comp time off within six (6) weeks of the time becoming available, or the time shall be forfeited. The Employer shall make every reasonable effort to approve requested time off. If all of Employee's requested time off is not approved within six (6) weeks of the time becoming available, then employee and the manager shall make best efforts to agree on when the time may be taken in the following six (6) weeks period of its becoming available.

6. An employee who, at the direction of their supervisor, works a late night may request the following morning off, and the decision to grant or deny the request remains in the sole discretion of the Employer. However, such request shall not be unreasonably denied.

## **17. Health and Safety/Sexual Harassment/Workplace Culture**

1. The Employer shall abide by all applicable federal, state, and local regulations regarding safety in its workplace.

2. If a bargaining unit employee reasonably believes an assignment is objectively placing them in danger, the employee should immediately escalate their concerns to their supervisor or HR, or any other channels provided to employees to report such concerns, so that the Employer may address the concerns, as appropriate. An employee on such an assignment, who cannot safely contact their supervisor or HR, may exercise their professional judgment as to matters of safety and security.

3. The Company shall continue to enforce its anti-harassment policy.

4. The Company shall continue to support bargaining unit employees if they face online harassment as a result of their work or employment at the Company and encourage employees to report any such harassment (verbal, physical, online, etc.) to their supervisor or human resources.

Should the Company become aware of such harassment, the Company shall follow its internal procedures for investigating and responding to such conduct. The Company shall also discuss with the affected bargaining unit employee what additional support may be appropriate or what other actions the Company or employee might take, in the given circumstances, where such conduct is by individuals not associated with the Company.

5. A bargaining unit employee that is making a harassment complaint may, at their sole and complete discretion, bring a union-employed representative with them to a meeting to initiate the claim. All contents of such meeting shall be kept confidential by the Union-employed representative, and the Employer may require the Union-employed representative to sign a Non-Disclosure Agreement to attend such meeting. Any Union-employed representative who

accompanies an employee initiating a claim may not be involved in any way in representing an employee against whom a complaint has been made or who may be interviewed as part of the investigation.

6. Bargaining unit employees shall not be retaliated against for making claims under this Agreement. If there is intentional deceit with malicious intent in violation of Company policy, that may still be grounds for discipline.

## **18. Career Development/Workplace**

1. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities.

2. Each employee shall meet with their supervisor at least once per year for the purposes of receiving a review of their performance. Upon written employee request to their manager within a reasonable timeframe following the review, a record of the review shall be provided to the employee within a reasonable timeframe following said request.

3. If an existing employee applies for a posted position, and they are not offered the role, they may request a meeting with their supervisor or a designated Employer representative to discuss their application.

4. Bargaining unit employees may talk to their manager about the minimum qualifications for a job to which the employee may aspire.

5. All salary increases not required by this Agreement shall be communicated to the affected employee(s) in writing by the employee's supervisor, HR, the Company's designee, or made available on the Company HRIS.

6. The Union can present to a designated Company representative anonymous concerns regarding supervisors or managers of bargaining unit employees.

7. The Employer shall maintain a list of all current part time employees, the shows to which they are assigned, and their job titles, and will circulate such list to hiring managers upon request from the Union. Part-Time bargaining unit employees may apply for posted full time positions at the Employer. The determination of whether or not to offer the role to the individual is solely in the discretion of the Employer.

8. The Company shall continue to not require employees to delete purely personal information (e.g. family photos) from their personal devices for any reason.

## **19. Layoffs and Severance**

1. The Employer will provide impacted regular, full-time bargaining unit employees with who have been employed at least three (3) months with four (4) week's notice prior to any layoff (position elimination/reorganization/reduction in force), or in its discretion provide such impacted employees with four (4) weeks' pay in lieu of notice. Any bargaining unit employee that is so laid off for economic or other reasons, shall, upon the execution of a standard Company severance and release agreement, receive severance in accordance with the terms of the Company's ERISA severance plan, as may be changed from time. Bargaining unit employees who are eligible for severance pursuant to the terms of the plan shall receive severance according

to the following chart:

<b>Length of Service</b>	<b>Severance (weeks)</b>
Less than 3 months	1 week
More than 3 months but less than 6 months	2 weeks
More than 6 months	Two weeks per full year of service – maximum of 16 weeks

a. For bargaining unit employees employed at the time of ratification, years of service for the purposes of severance will be calculated based upon the bargaining unit employee's years of consecutive service (without break in employment, though periods of leave such as FMLA shall not be considered a break in employment) from the time of a bargaining unit employee's original date of hire under any company that was later acquired by iHeartMedia, rather than the date they became employees of iHeartMedia.

2. Employees who are laid off may apply for open positions to which they meet the minimum qualifications. Employees who apply for such open positions for which they meet the minimum qualification, and notify the President of the iHeart Podcast Network, or their equivalent, shall for a period of nine (9) months after a layoff be granted an interview for such position.

3. It is expressly understood that if an employee is hired on a fixed term basis (per their written employment agreement), the employment may end at the end of the fixed term period without any severance obligations. If the project ends before the fixed term period, the Employee shall receive the greater of severance per this Agreement or the individual employment contract, if any.

4. Accrued but unused vacation shall be paid out for laid off employees, as required by law.

5. The Company will consider the request of a bargaining unit employee to convert a portion of their severance due under this Agreement to paid nonworking notice. The decision to grant such request is within the sole discretion of the Company. Any such conversion of severance into paid non-working notice shall not result in any increase of severance or other payments due under this Agreement. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **20. Resources/Subscriptions**

Bargaining unit employees may request that the Employer provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Employer within ten (10) business days and will not be arbitrarily denied.

Decisions shall be based in part upon the Employer's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Employer as to the need for any associated project. The Employer may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

## **21. Office**

If the Employer moves twenty-five percent (25%) or more of bargaining unit employees at a specific office space to a new office space that is more than twenty (20) miles from their current office space, the Employer will notify the union, if possible (e.g. not an emergency such as a flood or a fire), at least one (1) month in advance of the move and will meet with the affected employees to answer questions about the new office space and meet with the Union to discuss the effects of the move.

## **22. Travel and Expenses**

1. Bargaining unit employees shall continue the current practice of submitting requests for work-related equipment to the designated Employer representative. At no time shall bargaining unit employees be required to make a purchase in excess of \$20 for work related equipment that is intended to be used solely for Company purposes. Should such a small purchase of work-related equipment (less than \$20) be made at the direction of the Employer, the bargaining unit employee will be reimbursed according to Company processes related to reimbursement. The Company shall continue to abide by applicable law on work related expenses.

2. The Employer shall continue to provide Company credit cards to at least one (1) manager designated by the Employer for a team or show slate to cover production or other Company-related expenses for themselves or other team members on that team or slate. Should a bargaining unit employee find that, at the direction of the Employer, they are regularly incurring individual Company-related expenses in excess of \$50 per pay period, then the affected employee may discuss the issue with their manager, who shall provide an alternative that does not require the employee to pay out of pocket.

3. Bargaining unit employees who are required to travel as a part of their regular job duties are eligible to request a Company credit card, with a credit limit sufficient to cover travel experiences for a period of one week, or longer if the employee routinely travels for longer periods. If denied, the Company shall provide an alternative that does not require the employee to pay out of pocket for travel expenses that may be prepaid (e.g., airline flights, train tickets).

Bargaining unit employees who do not have a Company credit card and are required by the Employer to travel for a work assignment may request that a manager with a Company credit card pay for prepaid airfare and hotel expenses on their behalf. Such requests shall not be unreasonably denied. If an existing employee applies for a posted position, and they are not offered the role, they may request a meeting with their supervisor or a designated Employer representative to discuss their application.

4. Approved travel expenses (such as parking, tolls, etc.) shall be reimbursed when on an approved work assignment away from a Company office. Employees traveling on assignment away from their home office and approved to work in the evening (past 8PM local time) shall be reimbursed for reasonable car service expenses to their lodging.

5. Employees who are required to work by their supervisor past 8PM in the office or at a field location designated by the Employer will be reimbursed for up to \$25 for meals.

6. Reimbursement of approved expenses shall be made within two pay periods from the approval of the expense submission.

### **23. Health and Retirement Benefits**

1. Bargaining unit employees shall continue to be eligible for the same Company provided medical, dental, and vision benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time.

2. The Company will provide advance notice to the Union of material changes to the health benefits offered to bargaining unit employees, including, without limitation, material changes to the employee share of premium, deductibles, out-of-pocket maximums, or insurance provider.

3. If a concern arises regarding a bargaining unit employee's health benefits eligibility, the Union shall have the right to request a list of part-time bargaining unit employees who are eligible for Company-provided medical, dental, and vision benefits and to inform the Company of any part-time bargaining unit employees that it believes were incorrectly omitted from the list.

4. If the Company offers non-unit employees Gym membership/wellness benefits as part of its companywide benefits plan, bargaining unit employees will be eligible for the benefit on the same basis as non-unit employees.

5. Bargaining unit employees will continue to participate in the Company's 401(k) plan on the same terms and conditions as exist for bargaining unit employees at the time of ratification.

### **24. Paid Time Off and Vacation**

a. Bargaining unit employees shall continue to be eligible for the same paid time off benefits (inclusive of vacation, sick time, jury duty leave, parental leave etc.) that are offered to non-bargaining unit employees of the Employer, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time, including any improvements to accrual, carry over, cash out or use of such time. At no time during the life of this agreement shall the Company reduce the number of vacation, sick, jury duty leave or parental leave time granted each year to bargaining unit employees as the date of the execution of this Agreement.

b. Vacation requests will be considered and granted, at the sole discretion of the Employer. Vacation requests shall be reasonably considered. If the Employer denies an employee's vacation request, the Employer will provide an explanation for denial and a suggested alternative time for the employee to take vacation. In an effort to allow employees to take their provided paid time off, bargaining unit employees and their supervisor should discuss coverage plans before taking approved vacation.

c. An Employee who, during their approved vacation is hospitalized or otherwise confined for incapacitating illness or injury after examination by an appropriate medical professional, may request that the time they were hospitalized or confined due to incapacitating illness or injury be converted to available sick time, and that the vacation time for that period be reinstated. The decision to approve such requests remains within the sole discretion of the Company, and any such period of conversion shall also be subject to and in accordance with the Company's employee handbook.

### **25. Holidays**

During the term of this Agreement, the Company shall provide bargaining unit employees with



the same designated holidays available to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. If an overtime-eligible bargaining unit employee is assigned to work on a Company-designated holiday they shall be paid time-and-a-half for hours worked on said holiday. Part-time bargaining unit employees shall be eligible for the same holidays and holiday pay as full-time bargaining unit employees as full-time bargaining unit employees.

Exempt employees who are assigned to and meaningfully work on a Company-designated holiday shall be eligible for compensatory time off pursuant to the Comp Time provisions in Article 15.

Bargaining unit employees shall be eligible for one (1) Company-provided floating holiday, for Employees to use for the purposes of religious or cultural observances that are not included as part of the Company holiday schedule.

Should the Employer implement a formal holiday hours and/or summer hours policy, bargaining unit employees shall not be excluded from such policy.

## **26. Bereavement**

Bargaining unit employees (including part-timers) shall receive at least five (5) days paid time off in the event of a death in the immediate family (including spouses, domestic partners, parents, siblings, children, grandparents, or other similar loved ones), with additional paid time off available under the terms of the PTO policy, which shall not be unreasonably withheld. Bargaining unit employees shall receive three (3) for the death of non-immediate family members or other similar loved ones. Should the Company improve upon this policy for non-bargaining unit employees, the improvement shall be provided to bargaining unit members.

## **27. Legal Defense**

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, the Company shall provide legal counsel for the employee for the duration of the suit at the Company's expense. Such support is not required to be provided if the Company reasonably believes that the employee has acted with negligence or omission, or any violation of the law or violation of Company policies directly related to the legal action. Further, the parties shall enter into joint representation letters as may be requested by the Company's chosen counsel, and such support may be discontinued at any time if the Company determines that there exists a conflict of interest between the interests of the employee and the interests of the Company. The Company shall not arbitrarily or capriciously withdraw legal defense.

Final selection of such counsel will be at the discretion of the Company, and the selected counsel shall take strategic direction from the Company with input from the affected employee. An employee will notify the Company upon receiving notice of litigation or threat of litigation. The Company will notify an employee upon receiving notice or threat of litigation involving that employee. If the Employee(s) have reasonable concerns about the Company's strategy or choice of legal counsel, nothing prevents the employee(s) from, at their own expense, hiring different legal counsel and pursuing a resolution separately.

## **28. Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

### **29. No Strike/No Lockout**

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

### **30. Separability and Savings**

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect. In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **31. Information to the Union**

Upon request, the Company shall remit to the Union a roster of all bargaining unit employee names, job titles, weekly rates of pay, date of employment, gender (if self-identified by Employee to HR), race (if self-identified by Employee to HR), date of birth (if provided by Employee to HR); home address (if provided by Employee to HR), personal email (if provided by Employee to HR), and personal cell phone (if provided by Employee to HR).

**32. Artificial Intelligence**

1. The Employer shall provide commercially reasonable advance notice to the Union of the implementation of any new generative artificial intelligence systems (e.g. ChatGPT) that it expects to have a direct and material impact on specific terms and conditions of employment applicable to bargaining unit employees in the performance of the work covered by this Agreement.
2. The Labor Management Committee may discuss issues related to the use of generative artificial intelligence in the workplace.

**33. Term of Agreement and Negotiations**

1. This Agreement shall be effective as of June 4, 2024 and shall continue in full force and effect up to and effect up to and including June 1, 2027 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days' notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

2. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Writers Guild of America, East

iHeart Media



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Samuel Wheeler, Executive Director

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September 10, 2024

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Date

Date