

AGREEMENT made as of the 23rd day of July 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 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 West Third Street, Los Angeles, California 90048 (said Guilds being hereinafter referred to as the "Union"), and also acting on behalf of the present and future members of the Union who are or may be employed under this Agreement by Entercom New York, LLC, owning and operating Radio Station WINS (hereinafter called the "Company").

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1 - The unit covered by this Agreement consists of all staff radio Newswriters, Editors, Service Aides and News Production Assistants employed by the Company in New York City at Station WINS (hereinafter referred to as "Newswriters," "Editors," "Service Aides," "News Production Assistants," or referred to collectively as "Employees") and excluding all other employees who do not perform writing or editing services as performed by included newswriters and/or editors, service aides and news production assistants, and all office clerical employees, and all department heads, managers, and all other supervisors as defined in the Act.

Section 1.2 - The Company shall have the right to assign announcers (staff or temporary) who are represented by AFTRA and who are not, and who shall not be, covered by this Agreement, to perform any of the writing functions that could be performed by Employees covered by this Agreement, including, for example, the writing of material by an announcer for on-air announcement by a different announcer, and the writing of material for on-air announcement by the announcer writing the material, whether or not the material is announced on-air by a different announcer.

Section 1.3 - In addition to their other duties, all Employees covered by this Agreement, as a non-exclusive duty, may operate any equipment or apparatus utilized in the production of news and sports news material including the recording, playing back, editing, and carting of such material. Moreover, all Employees covered by this Agreement, as a non-exclusive duty, may be assigned to control the operating log when an IBEW represented employee is not available to perform such work, or in cases of sickness, unexpected absences or emergencies. The Station agrees that Employees shall be responsible for accurately maintaining the operating log and notifying management of transmitter problems, but that Employees shall not be responsible for remote control transmitter operations except in extreme emergencies. The Station acknowledges and agrees that when an Employee covered by this Agreement is assigned to control the operation log under the circumstances permitted herein, the Employee's sole responsibility shall be to sign in and sign off the log. When so assigned, the Station shall be responsible for the operating log and the Employee shall not be responsible nor be liable for any problems that may arise in connection with the operating log. News Production Assistants and Service Aides, as a

nonexclusive duty, may be assigned to operate any equipment or apparatus utilized in the production of commercial material including the recording, playing back, editing, and carting of such material, e.g., loading and operating the commercial cart machine.

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; all under the immediate supervision of the Editor. 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.

The Company shall have the right to assign employees on a non-exclusive basis to provide, perform, write, produce, and create content generated for the Company's current and future digital and new media assets including, without limitation, internet web site content, podcasting, digital or streaming content, mobile content, station emails, website text or multimedia postings, responses to user questions online (for example, on social media platforms), participation or appearance in and / or creation of audio / video / picture / text coverage of major events, audio and video podcasts, material for smart-phone applications, or any other ongoing participation in the updating or maintaining of Company digital assets, including, but not limited to, the Company's internet site, social media accounts or platforms (for example, Omny, Radio.com, Twitter or Facebook)

Writing news for digital and new media shall constitute "newswriting" or "writing" within the meaning of this Agreement. Editing audio and video for digital and new media shall constitute "processing or editing of news tape" within the meaning of Section 7.3 of this Agreement.

Section 1.4 - Interviews/Beepers - Newswriters, Editors, Service Aides and News Production Assistants, as a non-exclusive duty, may be assigned to conduct interviews with reporters, listeners, newsmakers, or other individuals, including, but not limited to, conducting such interviews where they are required to place, receive and/or record telephone calls and 2-way radio calls, and where they are required to operate a tape recorder in the field. Performance of these duties by Newswriters, Editors, Service Aides and News Production Assistants shall be consistent with the jurisdictional provisions of the then applicable AFTRA-WINS collective bargaining agreement.

The assignment of Employees to do interviews/beepers shall be made giving due consideration to the other duties they are assigned at the same time. Employees shall not be provided with any additional compensation, e.g., fees or an "upgrade", for any work performed in connection with in-person interviews and "beepers".

Section 1.5 - The Executive Editor, News Director and Assistant News Director may perform the duties of staff Newswriters and/or Editors in news emergencies. A news emergency

shall be defined as an unscheduled, unplanned event or happening, the coverage of which requires additional manpower.

In addition to the above, the Executive Editor, News Director and Assistant News Director may perform the duties of staff Newswriters and/or Editors for special event coverage, e.g., elections, parades, marathons, etc., provided that the performance of such function shall not eliminate the need for the regular shift editor or the regular shift writer(s). Such writing functions may be performed only when such news manager(s) are engaged primarily to perform managerial/supervisory duties.

Section 1.6 - The Company has the right to design, create, and implement a job performance evaluation system. The Company has the right to require Employees to attend job performance reviews. The Company and the Union agree that if an Employee disagrees with any written job performance review, that either the Employee and/or the Union shall have recourse thereafter, to attach a written rebuttal to the Employee's performance review which shall be attached thereto in the Employee's personnel file. While written job performance reviews are not subject to the grievance and arbitration process, nothing herein shall restrict the Union's right to grieve or arbitrate disciplinary actions that may follow written performance reviews. The Union and the Company agree that neither the Company's job performance review process nor any particular job performance reviews shall be subject to grievance and arbitration under this Agreement and such Company decisions shall be final and binding.

ARTICLE 2 - USE OF MATERIALS

Section 2.1 – The term "materials" includes all scripts, continuities, poems, plots, titles, character, ideas, and literary works of whatever nature. The term "materials written for the Company" means all materials intended for radio broadcasting written, conceived, or furnished by an Employee as part of the Employee's routine work or pursuant to any specific assignment by the Company. The term "material written on the Employee's own time" means all other materials written or conceived by an Employee.

Section 2.2 - Materials written on an Employee's own time shall belong exclusively to the Employee 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 benefit and advantage; provided, however, that during the term of his/her employment before the Employee shall use or permit the use of material for radio broadcast in the New York City Metropolitan area market, the Employee shall first submit it and a complete offer to the Company which shall then have seven (7) days, excluding weekends or holidays, to accept it in writing.

In the event the offer is not accepted within that seven (7) day period, the Employee may dispose of the material in any manner the Employee sees fit. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, or before accepting such an offer from a third party if such event occurs prior to such an offer by an Employee, the Employee shall give the Company written notification of the terms of such offer and the Company shall have seven (7) days, excluding weekends and holidays, after such notification within which to accept such new offer, otherwise it shall be deemed to

have been rejected and the Employee shall be free to conclude negotiations with any third party. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by an Employee to evidence his/her right to use any of the said materials.

Employees shall make a good faith effort to advise management of materials written for use in any medium in any market and for use in radio broadcasting outside the New York Metropolitan area market.

Section 2.3 - All material written at the request of the Company, or which the Employee represents to the Company as having been written for it, shall belong to the Company, and the Company may use, reuse and/or simulcast that material in any manner in any media without restriction and without payment of any additional compensation to the Employee.

The Company shall have the right to assign Employees on a non-exclusive basis to perform editing and/or writing services for use, reuse and/or simulcast on any media (e.g., Internet, etc.) without restriction, including but not limited to another Entercom entity, e.g., WNEW-FM, or an Entercom radio network or a non-Entercom entity, e.g. CNN, etc., for the minimum weekly salary provided for in this Agreement.

Section 2.4 - In the event that material written for the Company is sold or licensed for use in any media, or made available to third parties on a courtesy basis for use in any media, the writer or writers thereof shall not be entitled to receive any additional compensation in any form.

ARTICLE 3 - WARRANTY OF REPRESENTATION AND RECOGNITION

Section 3.1 - The Union warrants that it represents and will, for the duration of this Agreement, continue to represent for collective bargaining purposes a majority of the Employees covered by this Agreement.

Section 3.2 - So long as the Union complies with the provisions of Section 3.1 foregoing, the Company will recognize the Union as the sole and exclusive collective bargaining agency for all such Employees covered by this Agreement and agrees that it will, during the term hereof, deal exclusively with the Union as the representative of such Employees for collective bargaining purposes.

Section 3.3 - Representatives of the Guild will be admitted at all reasonable times to the areas where work by Employees covered by this Agreement is performed, provided that the representative first inform via email Station Management of his / her intention to come to the Station and provided that the exercise of this right causes no disruption or interruption of the work of the Station.

Section 3.4 - The Company agrees to recognize Employees designated by the Union as Shop Steward(s) and to permit such person(s) to engage in legitimate Union activities that do not interfere with normal operations. Upon request of the Employee, and subject to operating needs, the Company will accommodate 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.

ARTICLE 4 - UNION AND COMPANY SECURITY

Section 4.1 - During the term of this Agreement, the Company will employ as Employees covered by this Agreement, and maintain in its employment as such Employees, only such persons as are members of the Union in good standing or as shall make application for such membership within thirty (30) days after the date of employment hereunder or within thirty (30) days after the effective date of this Agreement, whichever is later; provided, however, that nothing in this Section shall be construed to require the Company to cease employing or refrain from employing any such Employee if the Company has reasonable grounds 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) Membership in the Union was denied or terminated for reasons other than the failure of such Employee to tender the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

Section 4.2 - The Union will promptly admit to membership any non-member Employee who is now employed by the Company or any person whom the Company may hereafter employ as an Employee within the coverage of this Agreement upon the same terms and conditions (including the payment of initiation fees and membership dues) as are uniformly required by the Union as a condition of acquiring or retaining membership. The Union warrants that it does not now have and agrees that it will not establish any membership requirements which discriminate because of sex, race, creed, color, national origin, age or previous employment. The Union further warrants and affirms that it will not discriminate because of sex, race, creed, color, national origin, age or previous employment with respect to any union services or representation of Employees for collective bargaining purposes. Nothing herein contained shall limit the right of the Union to suspend, expel, discipline or refuse to readmit a member for just cause.

Section 4.3 - The Company hereby affirms its intention to continue to adhere to and support all federal, New York State and New York City laws, rules, regulations and ordinances which relate to equal employment opportunity to qualified individuals.

Nothing in this Agreement shall operate or be construed to restrict the Company in any manner whatsoever in complying with its obligations under the Americans with Disabilities Act. After the Company determines that an accommodation will be made for a qualified person with a disability, as defined in the Americans with Disabilities Act, where such person is or will be a member of the bargaining unit, the Company will discuss the accommodation in advance with the Union prior to implementation. Where a necessary accommodation for a qualified individual with a disability, as defined in the Americans with Disabilities Act, requires that such individuals be provided with either full or part-time assistance from persons not already members of the bargaining unit, such persons will not be considered members of the bargaining unit or otherwise

covered by the terms and conditions of the collective bargaining agreement, solely as the result of providing such assistance. The Company will not arbitrarily or capriciously utilize this provision to evade the collective bargaining agreement.

ARTICLE 5 - INDIVIDUAL CONTRACTS AND EMPLOYMENT

Section 5.1 - The Company agrees that it will not enter into an individual agreement with or employ any Employee for work covered by this Agreement on terms and conditions less favorable to the Employee 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. Nothing in this Agreement, however, shall prevent an Employee from negotiating or obtaining better terms than the minimum herein provided. Except as controlled, restricted or limited by the provisions of this Agreement, the Company reserves the right to contract with individual Employees upon such terms and conditions as may be mutually agreed upon between the Employee and the Company.

ARTICLE 6 - TRANSFER OF RESPONSIBILITY

Section 6.1 - Should the Company transfer an operation of WINS whose employees are covered hereunder to a location within twenty-five (25) miles of its present location, this Agreement shall continue to apply.

ARTICLE 7 - COMPENSATION

Section 7.1 - Editors covered by this Agreement shall receive not less than the minimum weekly salary computed from the following table:

<u>EDITORS</u>	<u>EFFECTIVE</u> <u>07/27/19</u>	<u>EFFECTIVE</u> <u>07/27/20</u>	<u>EFFECTIVE</u> <u>07/27/21</u>
0-6 months	\$1,556.00	\$1,587.00	\$1,618.00
6-12 months	\$1,633.00	\$1,666.00	\$1,699.00
12-24 months	\$1,716.00	\$1,750.00	\$1,785.00
24-36 months	\$1,766.00	\$1,801.00	\$1,837.00
Over 36 months	\$1,947.00	\$1,987.00	\$2,026.00

Section 7.2 - Newswriters covered by this Agreement shall receive not less than the minimum weekly salary computed from the following table:

<u>NEWSWRITERS</u>	<u>EFFECTIVE</u> <u>07/27/19</u>	<u>EFFECTIVE</u> <u>07/27/20</u>	<u>EFFECTIVE</u> <u>07/27/21</u>
0-6 months	\$939.00	\$958.00	\$977.00
6-12 months	\$1,163.00	\$1,186.00	\$1,210.00

12-24 months	\$1,286.00	\$1,312.00	\$1,338.00
24-36 months	\$1,399.00	\$1,428.00	\$1,456.00
Over 36 months	\$1,614.00	\$1,646.00	\$1,679.00

Section 7.3 - Service Aides covered by this Agreement, who are defined as any employee(s) (other than an employee covered by AFTRA or IBEW) regularly assigned to the processing or editing of news tape, shall receive not less than the minimum weekly salary computed from the following table:

<u>SERVICE AIDES</u>	<u>EFFECTIVE</u> <u>07/27/19</u>	<u>EFFECTIVE</u> <u>07/27/20</u>	<u>EFFECTIVE</u> <u>07/27/21</u>
0-6 months	\$621.00	\$634.00	\$646.00
6-12 months	\$680.00	\$694.00	\$708.00
12-24 months	\$744.00	\$758.00	\$774.00
24-36 months	\$797.00	\$813.00	\$829.00
Over 36 months	\$853.00	\$870.00	\$887.00

Any Service Aide may perform limited writing functions as follows:

The writing of any news, features or service elements---whether local, national or international in focus--- that also incorporates the use of audio, provided that the writing does not exceed a two-line introduction and two-line close. Service features include but are not limited to weather, business and traffic. Any writing performed will be assigned by the Editor or News Managers, but such writing must first be approved by a News Manager. A Service Aide will write no more than three stories during his/her shift.

If a Service Aide writes more than fifteen (15) stories in a work week that go on-air, he/she shall be given one four (4) hour writer upgrade for that work week, unless that individual had already received a writer upgrade in that work week, e.g., stories that caused the first upgrade do not count toward the more than fifteen (15) story requirement. The Service Aide would be required to provide Station management with copies of these stories with his/her time sheet for verification.

Section 7.4 - News Production Assistants covered by this Agreement shall receive not less than the minimum weekly salary computed from the following table:

<u>NEWS</u> <u>PRODUCTION</u> <u>ASSISTANTS</u>	<u>EFFECTIVE</u> <u>07/27/19</u>	<u>EFFECTIVE</u> <u>07/27/20</u>	<u>EFFECTIVE</u> <u>07/27/21</u>
0-12 months	\$612.00	\$624.00	\$636.00
12-24 months	\$628.00	\$641.00	\$654.00
24-36 months	\$662.00	\$675.00	\$689.00
Over 36 months	\$691.00	\$704.00	\$718.00

Section 7.5 - Any arrangement made between the Company and any Employee covered hereunder for salary or other payments in excess of the minimums described in Sections 7.1, 7.2, 7.3 and 7.4 shall be immediately reduced to writing, a copy of which shall be sent to the Union.

Section 7.6 - Upgrades - 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 established 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. 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.

When an Employee is upgraded he/she shall be paid at the hourly rate established by the "0-6 months" escalator step in the upgraded position for the first seventy-five (75) shifts an Employee works in that particular higher paid classification. Thereafter, when an Employee is upgraded he/she shall be paid at the hourly rate established by the escalator step in the upgraded position corresponding to the Employee's total WINS seniority. For example, a Service Aide paid at the "Over-36 months" Service Aide rate shall be paid at the "Over-36 months" Newswriter rate when upgraded to perform as a Newswriter.

In no event will the upgraded Employee's differential be less than fifteen percent (15%) per hour above his/her regular rate of pay.

Notwithstanding the above, no upgrades shall apply to an Employee during the first five (5) days an Employee is training in an upgraded position. However, an Employee training to be an editor will be upgraded in the first five (5) days of training if it is their line-up that is actually being used to shape the 1010 WINS broadcast. Likewise, a writer trainee shall be upgraded in the first five (5) days of training if their written material is used on-air, and someone training to be a service aide shall be upgraded in the first five (5) days of training if they are actually producing material for broadcast rather than observing the process.

Section 7.7 - Night Time Differential - For all time worked between Midnight and 6:00a.m. Employees shall receive a differential of fifteen percent (15%) of their hourly wage.

Section 7.8 - Short-Turnaround - Employees shall be entitled to ten (10) hours off between completion of any one day's assignment and the beginning of the next day's assignment. For all time worked within such turnaround period, Employees shall receive penalty pay of one-half (1/2) of their hourly rate. Such penalty pay shall not be offset against overtime nor against other penalties provided for in this Agreement.

Employees shall be entitled to thirty-four (34) hours off between assignments around any one day off, and fifty-eight (58) hours off between assignments around any two days off. For all time worked within such turnaround period, Employees shall receive penalty pay of one-half (1/2) of their hourly rate. Such penalty pay shall not be applicable if the reduction of the thirty-four (34) hours or the fifty-eight (58) hours is caused by the working of overtime.

Section 7.9 - The hourly rate for the purpose of computing overtime, holiday pay and penalties is hereby defined to be one-fortieth (1/40) of the applicable rate set forth in Sections 7.1, 7.2, 7.3 or 7.4. The parties agree that this Section 7.9 shall not be invoked to contractually justify the employment of hourly Employees.

Section 7.10 - The Company assures the Guild that it intends to assign shifts to full-time Staff Employees wherever possible. The Guild recognizes, however, that in certain situations the needs of the Company will require assignment of certain shifts to Non-Staff Employees and that these situations include but are not limited to the following:

- a) absence of a Staff Employee as a result of vacation, earned days off, daily illness, sick leave, leaves of absence;
- b) work load of a temporary nature, e.g., expanded election night coverage;
- c) scheduling difficulties which preclude the assignment of Staff Employees to shifts which comply with the provisions of Sections 8.1 and 8.2 hereof.

The parties agree to regard these situations and others which might arise reasonably and with all flexibility and to meet as often as is necessary to assure that abuses do not recur. If at any time the parties are unable to satisfactorily resolve a particular situation, either party may invoke the Expedited Arbitration Procedure of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties as to the particular situation but shall have no precedential value in subsequent proceedings concerning this Section.

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) days in a year.

In notifying the Guild of such employment, the Company will state the period for which the temporary Employee is being employed and the reason for the employment.

Section 7.11 – At the time this Agreement was executed all compensation hereunder was to be paid weekly, but in no event later than ten (10) days after the end of the week in which earned. However, notwithstanding anything set forth in this section or any other section in this Agreement, all forms of compensation provided for in this Agreement (e.g., salary, overtime,

penalties/premiums, fees, etc.) may be paid by the Company on either a bi-weekly or semi-monthly basis.

Section 7.12 - All service as a Newswriter, Editor, Service Aide and/or News Production Assistant, whether as Non-Staff or otherwise, shall be credited as seniority for pay purposes and vacation selection.

Section 7.13 - Past employment for a period of at least three years as an Editor, Newswriter, Service Aide or News Production Assistant on the staff of AP or UPI in any city of 500,000 population or more, or as an Editor, Newswriter, Service Aide or News Production Assistant on the staff of a 50,000 watt radio station in any city of 500,000 population or more, or as an Editor, Newswriter, Service Aide or News Production Assistant on the staff of any VHF television station in any city of 500,000 population or more, shall entitle any employee hired under this Agreement to 12 months credit for purposes of placing him/her in his/her applicable pay schedule.

ARTICLE 8 - WORK DAY, WORK WEEK AND OVERTIME

Section 8.1 - Work Day/Meal Period - The regular work day of Newswriters, Editors, Service Aides and News Production Assistants shall consist of eight (8) hours of actual work. Newswriters, Editors, Service Aides and News Production Assistants shall be assigned by the Company to an "eat-on-the-job" meal period. The Company agrees to schedule as consecutive hours those hours worked by Newswriters, Editors, Service Aides and News Production Assistants during any day, except as in the opinion of the Company, the nature of its business and emergencies may otherwise require.

Section 8.2 - The regular work week of Employees shall consist of forty (40) hours in five (5) days (exclusive of meal periods). Each Employee shall receive two (2) consecutive days off in each week. Saturday of one week and Sunday of the following week shall be deemed to be consecutive days off in a week.

Section 8.3 - Overtime/Compensatory Time Off

Overtime for work performed on a regular work day in excess of eight (8) hours (exclusive of a one-hour meal period) shall be compensated for either in money at the rate of time-and-one-half the Editor's, Newswriter's, Service Aide's or News Production Assistant's applicable straight time hourly rate, or compensatory time off at the rate of one-and-one-half hours of compensatory time off for each hour of overtime worked.

Overtime for work performed on a sixth or seventh work day within a single work week shall be compensated for either in money at the rate of time-and-one-half the Editor's, Newswriter's, Service Aide's or News Production Assistant's applicable straight time rate, or a combination of four (4) hours straight time pay and eight (8) hours of compensatory time off, for each eight (8) hours of overtime worked.

Editors, Newswriters, Service Aides and News Production Assistants shall notify the Company of their election of compensatory time off under this provision of the Agreement on the weekly time slip for the week in which the overtime was earned. Such Employees shall give the Company two (2) weeks notice of the day or days elected to take off. Consistent with past practice, compensatory time off requests are subject to the operating necessities of the Company.

No Editor or Newswriter may elect to accumulate in excess of a total of ninety-six (96) hours of compensatory time off within a single contract year under Sections 8.3, 8.7 and/or 10.2 c) in this Agreement. No Service Aide or News Production Assistant may elect to accumulate in excess of a total of eighty (80) hours of compensatory time off within a single contract year under Sections 8.3, 8.7 and/or 10.2 c) in this Agreement. Accordingly, once an Editor or Newswriter has accumulated a total of ninety-six (96) hours of compensatory time off, or once a Service Aide or News Production Assistant has accumulated a total of eighty (80) hours of compensatory time off, within a single contract year under Sections 8.3, 8.7 and/or 10.2 c), no additional compensatory time off can be accumulated and all subsequent overtime worked, or all work performed thereafter on holidays, must be compensated for in money in accordance with the above referenced Sections.

No Editor or Newswriter may elect to take off in excess of a total of ninety-six (96) hours of compensatory time off within a single contract year under Sections 8.3, 8.7, and/or 10.2 c). No Service Aide or News Production Assistant may elect to take off in excess of a total of eighty (80) hours of compensatory time off within a single contract year under Sections 8.3, 8.7 and/or 10.2 c) in this Agreement. All compensatory time off shall be taken in eight (8) hour increments. All compensatory time off that has been accumulated but not taken by the last week of the contract year shall be compensated for in money at that time at the pay rate at which the compensatory time off was accumulated. In no event shall any compensatory time off be carried forward from one contract year to the next contract year.

Section 8.4 - Any consecutive days worked in excess of twelve (12) shall require the payment of time-and-one-half for each such day. No Employee shall be required to work more than twelve (12) consecutive days.

Section 8.5 - If a full-time Staff Employee is required by the Company to work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked, and be compensated therefor at the rate of time-and-one-half of his/her hourly rate of pay.

Section 8.6 - Notwithstanding anything set forth elsewhere in this Agreement, the Company may employ Non-Staff Employees with a minimum call of four (4) hours. Such Non-Staff Employees who work less than an eight (8) hour call shall be paid on a prorata basis.

Section 8.7 - Staff Meetings - All Employees covered by this Agreement may be required (except on vacation days) to attend a maximum of four (4) staff meetings per year outside of his/her scheduled work shift. Two (2) of these staff meetings per year outside of an Employee's scheduled work shift shall not require compensation. However, the overnight editor shift (Midnight to 8:00a.m.) may call-in to these two (2) meetings. The Company agrees not to

require an Employee to attend more than two (2) staff meetings per year on his/her scheduled day off. An Employee not attending the full meeting shall be paid for the time actually in attendance. Employees shall receive at least fourteen (14) days notice of staff meetings.

An Employee required to attend a staff meeting on his/her scheduled work day but outside of his/her scheduled work shift beyond the two (2) non-compensated meetings referenced above, shall be compensated at his/her applicable overtime rate for each hour actually in attendance at the staff meeting. No compensation, however, shall be required for those hours, up to a maximum of four (4) hours, between the time an Employee's work shift starts or ends, and the time of the staff meeting.

An Employee attending a staff meeting on his/her scheduled day off beyond the two (2) non-compensated meetings referenced above, shall be compensated at his/her applicable overtime rate for each hour actually in attendance, with a minimum of four (4) hours; in lieu of which he/she may choose compensatory hours off at a rate of one and one-half hours for each hour actually in attendance, with a minimum of four (4) hours.

Section 8.8 - All overtime shall be based on one-quarter hour increments.

ARTICLE 9 - WORK SCHEDULES

Section 9.1 - A schedule of shift assignments shall be posted by 5:00 PM on Friday of the second preceding week. Except for changes necessitated by a news emergency (an unscheduled, unplanned event or happening, the coverage of which requires additional manpower) or the unexpected illness or absence of another Newswriter, Editor, Service Aide or News Production Assistant:

- a) Days off will not be changed from those indicated on the posted schedule;
- b) Employees will be given forty-eight (48) hours advance notice of changes in the starting or ending times of their shifts. When such required advance notice is not given, the Employee shall receive penalty pay of one-half of his/her hourly rate for all time worked outside of his/her original posted assignment. The penalty pay specified herein shall not be offset against overtime nor against other penalties provided for in this Agreement. Seniority and ability shall be given consideration in assignment of days off. Days off will not be changed for the purpose of avoiding the payment of overtime.
- c) If a schedule change is made while an Employee is on vacation, the Company will make every reasonable effort to personally notify the Employee of that change. If the Employee cannot be personally notified, (e.g., left no telephone number, out of the country, etc.), the Employee's schedule may not be changed.

ARTICLE 10 - HOLIDAYS, VACATIONS, EXPENSES AND LEAVES

Section 10.1 - Vacations, travel expenses, meal allowances, sick leave/salary continuance, privacy of personal information, leaves of absence and maternity leave shall be governed by the Company policy, a copy of which shall be provided to the Guild upon amendment. The Company shall not modify its policies during the term of this Agreement so as to reduce the amount of vacation time or pay, or the amount of meal allowances available to Employees under those policies as of September 8, 1987.

The following ten (10) days shall be considered holidays for purposes of this Agreement:

New Year's Day (January 1st)

Martin Luther King's Birthday

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day (December 25th)

Two (2) days off in lieu of two holidays to be selected by the Employee, subject to Station approval.

Section 10.2 a) - When a holiday observed by the Company falls on an Employee's regular work day, and he/she actually works the holiday, he/she shall be compensated at the rate of time-and-one-half his/her applicable straight time rate for all hours worked on such holiday in addition to his/her regular compensation.

Section 10.2 b) - When such a holiday falls on an Employee's scheduled day off, or on a compensatory day off or during his/her vacation, he/she shall receive an extra day's pay.

Section 10.2 c) - In lieu of the compensation set forth in Sections 10.2 a) and/or 10.2 b), Employee(s) may elect to take compensatory time off with pay.

When a holiday observed by the Company falls on an Employee's scheduled work day, and the Employee works on that holiday, in lieu of Section 10.2 a) above, the Employee may elect to take eight (8) hours of compensatory time off and compensation at the rate of one-half his/her applicable straight time rate for all hours worked on such holiday, in addition to his/her regular compensation.

When a holiday observed by the Company falls on an Employee's scheduled day off, or during an Employee's vacation or on a compensatory day off, the Employee, in lieu of Section 10.2 b) above, may elect to take eight (8) hours of compensatory time off.

All compensatory time off provided for in this Section is subject to the restrictions set forth in Section 8.3 herein. Furthermore, News Production Assistants may not elect to accumulate a total of more than eighty (80) hours of compensatory time off under this Section.

Section 10.3 - Except as set forth below, Employees' vacations must be taken within the calendar year. Vacation selection shall be in accordance with an Employee's seniority within the shop provided such selections are submitted to the Company in writing by March 1st. Consistent with past practice, vacation selections are subject to the operating necessities of the Company. The Company agrees to respond to an Employee's vacation request in writing no later than thirty (30) calendar days from the date upon which the written request is received. If an Employee has not scheduled all of his/her vacation by the Friday after Labor Day, the Company shall have the right to schedule such vacation for that Employee. If the Company cancels an Employee's vacation after September 1st that was originally scheduled to be taken between October 1st and December 31st due to unforeseen operating necessities, that Employee shall have until January 31st of the following year (one additional month) to take such vacation.

Section 10.4 - When on vacation or when taking compensatory time off pursuant to Sections 8.3 or 10.2 c), any Employee who receives compensation for working in any higher paid classification for one hundred twenty-five (125) cumulative days or more during the twelve (12) month period prior to May 1 of each year, shall receive in addition to his/her regular vacation pay, an amount equal to the average number of hours worked in such higher paid job classification each week during the aforesaid year times his/her current rate for such work.

Section 10.5 – The Company shall provide an Employee who requests an annual report by September 30th of each year listing the Employee's accrued vacation available to the Employee as of September 9th.

ARTICLE 11. – PENSION, SAVINGS, INSURANCE AND POLICY BENEFITS

The CBS Combined Pension Plan* (*employees hired after March 31, 1999 are not eligible for the CBS Combined Pension Plan); Group W Pension Plan Component of the CBS Combined Pension Plan; CBS Cash Balance Plan Component of the CBS Combined Pension Plan, the CBS Fund the Future Restricted Share Unit Program, Entercom 401(k) Plan, Entercom Medical Plan, Entercom Flexible Spending Account (FSA) Plan, Entercom Dental Plan, Entercom Life and Accident Insurance Plans, Entercom Travel Accident Insurance Plan, Entercom Long Term Disability Plan, in effect as of the date of this Agreement, including any eligibility requirements established by CBS or amendments made to these plans by the Company or Entercom Communications Corp. during the term of this Agreement, will be applicable to all regular full-time Staff Employees (not Non-Staff Employees) in the bargaining unit covered by this Agreement.

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., vacation, sick leave, leaves of absence, jury duty, travel insurance, etc.), does so on the same basis as other, non-union employees of this Station. Therefore, as has been understood in the past, changes may be made in such plans and/or policies which are applicable to other, non-union employees of this Station, and such changes will apply to employees of this Station 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 plans or policies 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, they will apply to employees of this Station 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's non-union employees generally) unless such changes are first negotiated with the Union.

The parties also agree that notwithstanding anything contained in this **ARTICLE 11** to the contrary, anyone leasing or buying all or part of the Station 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 this Station 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/lesser does not assume some or all of the provisions of this **ARTICLE 11** which relate to benefit plans or policies, that the purchaser/lesser must bargain in good faith with the Union as to what replacement benefit plans or policies shall be provided.

ARTICLE 12 · ABSENTEEISM / LATENESS CONTROL PROGRAM

Section 12.1 - The Union recognizes the right of the Company to expect regular attendance at work by its Staff Newswriters, Editors, Service Aides and News Production Assistants ("Employees") and acknowledges the Company's right to discipline Employees for excessive absenteeism / lateness in order to encourage such regular attendance. In order to deal with excessive absenteeism / lateness, the Company may maintain this Absenteeism / Lateness Control Program and may practice progressive discipline described as follows. Station management will monitor the attendance of all Employees on a regular basis in order to determine whether an Employee has been excessively absent/late. In making such determination, the Company will consider the Employee's attendance record and the circumstances of specific absences / lateness. Once a determination has been made by station management that an Employee has been excessively absent / late, the station management shall first provide the Employee with oral notification of their concerns. Should the problem persist, the Station management shall provide notification of its concern to the Employee in the form of a written warning. Any person who has received a written warning under the Absenteeism / Lateness Control Program may be asked to produce a physician's statement or, in those instances of non-medical absences or lateness, other excuse or documentation deemed sufficient by the Company. Failure to comply with the Company's requirements in this step will result in loss of pay for each day of the absence or period of lateness. If the excessive absenteeism / lateness continues, the first written warning shall be followed by a second written warning as to the station's concern and may express the possibility that for further excessive absenteeism / lateness the Employee may be suspended or terminated.

Should the excessive absenteeism / lateness continue, the Employee may be suspended without pay. In the event that the excessive absenteeism / lateness continues following this step

in the disciplinary process, the Employee may be subject to further disciplinary action up to and including discharge

Nothing in this Program shall prevent the Company from determining on more than one occasion that an Employee has an absenteeism / lateness problem.

The application of this procedure is grievable and arbitrable at all stages in the process.

The Company agrees to email the Union and the Employee involved copies of all warnings, memoranda and letters under this Program. Each Employee who is the subject of such warnings, memoranda or letters shall have the right to respond to any charges made against him in such warnings, letters or memoranda and such responses shall be annexed to such memoranda in the said Employee's file. At the Union's request the Company agrees to meet promptly to discuss any action taken hereunder.

ARTICLE 13 - PAID SICK LEAVE POLICY

Section 13.1 - Short Term Illness - Short Term Illness shall be governed by Company Policy, a copy of which shall be provided to the Guild upon amendment.

Section 13.2 - Long Term Illness - Long Term Illness shall be governed by Company Policy, a copy of which shall be provided to the Guild upon amendment.

ARTICLE 14 - NO DEDUCTIONS

Section 14.1 - No deductions, directly or indirectly, by way of commission or otherwise, may be made by which the Employee shall receive less than the minimum established by this Agreement, except for withholdings or deductions which are required by Law, and except for deductions for Company-established Employee benefit plans where mutually agreed upon by the Employee and the Company.

ARTICLE 15 - MILITARY LEAVE

Section 15.1 - In the event any full-time Employee is required to enter the Armed Forces of the United States of America for the period of a draft or one (1) enlistment, he/she shall upon his/her honorable discharge therefrom, be re-employed provided he/she makes application therefor within ninety (90) days following such discharge and further provided that he/she shall not have been so disabled or injured after leaving the employ of the Company as to be incapable of performing an Employee's work. When any Employee is so re-employed, his/her seniority rights with respect to wage scale and other benefits of this Agreement shall not be less than those enjoyed at the time he/she left the employ of the Company to enter the Armed Forces. Providing all other qualifications are equal, in the event the Company finds it necessary to create a vacancy in order to re-employ any such Employee, then the Company may, for the purpose of creating such a vacancy, lay off the Employee most recently employed.

ARTICLE 16 - BULLETIN BOARD AND LOCKERS

Section 16.1 - The Company shall permit the Union at any time and from time to time, to post a reasonable number of notices on the bulletin board in the newsroom.

Section 16.2 - The Company shall provide a locker for each staff Employee hereunder.

ARTICLE 17 - LAYOFF, RECALL, DISCHARGE, SEVERANCE

Section 17.1 - Layoff - For all layoffs (severance of employment without the intent to replace the Employee dismissed), the Company agrees to notify the Union before officially notifying the Employee concerned. The Company agrees to meet promptly with the Union, if the Union so requests, to discuss the situation and such meeting shall be held not later than fourteen (14) calendar days from the date the Union was first notified of the proposed layoff. The Employee may not be severed from payroll sooner than fourteen (14) calendar days from the date the Union was first notified, unless the Union consents to 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 a delay in the meeting with the Union, as aforesaid, beyond such fourteen (14) calendar days. The Union shall neither notify the Employee concerned, nor discuss the matter with the Employee prior to notification to the Employee by the Company.

The power to lay-off, discharge and/or discipline, remains with the Company.

Section 17.2 - Recall - In the event of a lay-off, if an Employee laid off had been, prior to his/her lay-off, in the employ of the Company for a period of six (6) months and if at any time within twelve (12) months of the date of said lay-off a vacancy occurs in said classification, the Employee so laid off shall be re-employed; or if more than one Employee has been laid off, the Employee or Employees shall be employed in order of their seniority as Employees prior to their lay-off, provided the Employee is qualified for the work through service with the Company. This provision shall not apply if the Employee does not report for work within the time period (not less than fourteen (14) calendar days) specified by the Company in their notice to him/her of the vacancy. Recall notices shall be sent via certified mail, telegram or mailgram to the last home address furnished by the Employee. A copy of such notice shall be sent to the Union at the same time.

Section 17.3 - Discharge for Cause - The Company shall have the right to discharge an Employee immediately for "cause" (for example, insubordination, dishonesty, drunkenness, or other gross misconduct). The Company shall promptly notify the Union of such discharge. If the Union notifies the Company within fourteen (14) calendar days after notice to it of such discharge, that in its opinion such discharge is not justified, such discharge may be submitted to arbitration under the provisions of Section 18.2 of this Agreement.

Section 17.4 - Discharge Other Than for "Cause" - The decision of the Company with respect to any discharge other than for "cause" which is covered in Section 17.3 shall not be subject to arbitration except where the Union takes the position that the action by the Company

was arbitrary or capricious. In any arbitration proceeding where the discharge is for other than "cause" which is covered in Section 17.3, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall uphold the Company's decision 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, unless the Arbitrator so rules. 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.

Section 17.5 - In any arbitration involving Article 17 of this Agreement, the arbitrator shall be empowered to determine the remedy.

Section 17.6 - If any arbitration award shall contain a provision for payment of back wages, such compensation shall be computed as net wages. "Net wages" as used in this Section means 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 designated by the Arbitrator. The Arbitrator shall have the power to mitigate damages if there has been a protracted period of time since the Employee's termination by the Company and the Employee did not make a reasonable attempt to obtain other employment.

Section 17.7 – Acceptance by an Employee of severance pay shall not constitute an estoppel.

Section 17.8 - Termination Pay:

(a) In case of discharge for just cause, the Employee shall not receive any severance pay.

(b) In the event of layoff or discharge without cause of any Employee affected by this Agreement, such Employee shall have the option to execute a release as provided below. This option shall expire forty-five (45) days after the effective date of the layoff or discharge without cause.

In consideration for the execution by such Employee laid off or discharged without cause of a release on a form determined and provided by the Company, he/she shall receive compensation calculated at two (2) weeks salary for each year of service (prorated for partial years) with the Company up to a maximum payment of fifty-two (52) weeks salary. Upon execution of the release by the Employee he/she shall have a seven (7) day reconsideration period to withdraw the release, and this seven (7) day reconsideration period shall be inclusive of any reconsideration periods contained in the release.

Payment of compensation under this Article 17. - Section 17.8 shall be made after the expiration of the reconsideration period unless the release has been withdrawn.

The release described in this subparagraph will not effect any recall rights an Employee has under Section 17.2 of this Agreement.

Section 17.9 - An Employee who leaves the employ of the Company, or whose services are terminated for any reason, shall be paid the monetary equivalent of any vacation time, or of any other benefit then outstanding, in accordance with Company policy and the applicable provisions of the various Company benefit plans.

ARTICLE 18 - GRIEVANCES AND ARBITRATION

Section 18.1 - In the event any controversy or dispute with respect to this Agreement or the interpretation or breach thereof arises between the Union and the Company, or any Employee and the Company, such grievance must be submitted by the aggrieved party in writing within forty-five (45) calendar days from the event(s) giving rise to the grievance, or within forty-five (45) calendar days from when the aggrieved party knew or should reasonably have known of the event(s) giving rise to the grievance, or the grievance shall be deemed abandoned.

Section 18.2 - If any controversy or dispute cannot be settled by the parties through the grievance machinery above referred to, then such grievance may be submitted by either party to arbitration under the Voluntary Labor Arbitration Association, provided that any grievance not submitted to arbitration within three (3) months after such grievance was submitted in writing by the aggrieved party shall be deemed abandoned.

Section 18.3 - A demand for arbitration shall be made in writing and there shall be one Arbitrator. Except as provided for under Section 7.10 the Company and the Union shall request the American Arbitration Association for a list of qualified Arbitrators from whom an Arbitrator shall be agreed upon by the parties. If no agreement can be reached as to any of the listed Arbitrators, another list shall be requested from the American Arbitration Association until an Arbitrator agreeable to both parties is selected. The Arbitrator shall proceed to hear the case and make his/her decision as speedily as possible. The decision or award of the Arbitrator shall be in writing and a copy thereof shall be sent by registered mail to the Company and to the Union. Such decision or award shall be final and conclusive upon the parties hereto. Any further proceedings to enforce or challenge such award shall be in conformity with the applicable laws of the State of New York. The Arbitrator shall not have the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

Section 18.4 - Except as may be otherwise directed by the Arbitrator, the administrative fees of the American Arbitration Association and the Arbitrator's fee shall be borne equally by the Company and the Union.

Section 18.5 - The Union shall have recourse to the Grievance and Arbitration procedure regarding any undue hardship resulting from an unreasonable workload.

ARTICLE 19 - STRIKES AND LOCKOUTS

Section 19.1 - 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.

Section 19.2 - 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, it will not strike against, picket or boycott the Company nor directly or indirectly interfere with any of the Company's operations as to the Employees covered by this Agreement with respect to services rendered by them prior to said strike.

Section 19.3 - In the event of any strike by any other union concerning members or matters not covered by this Agreement, the Union agrees that the Employees covered by this Agreement shall not observe any picket line set up in the course of such strike and shall perform their scheduled assignments but shall not be required to perform duties not ordinarily performed by them prior to said strike.

ARTICLE 20 - PREPARATION TIME

Section 20.1 - The Company agrees that in scheduling work days for Editors it will allow Editors reasonable and adequate preparation time at the beginning of their shifts to read in. In determining what is reasonable and adequate, the Company will take into consideration the variety and complexity of the Editor's duties and responsibilities. The Company agrees that in scheduling hours of work for Newswriters it will give them reasonable and adequate preparation time. In determining what is reasonable and adequate, the Company will take into consideration whether Newswriters have sole or partial responsibility for the newscasts they are preparing as well as the length of the newscast and/or feature. The Company agrees that in scheduling hours of work for Newswriters who are assigned to write sports for an entire shift, it recognizes that such Newswriters will need time at the beginning of their shifts to organize their material so that they can write the sportscasts for which they are responsible.

The Company may reduce or eliminate such preparation time in any instance it deems such action to be necessary. The Company agrees that in any such instance, the Employee shall not be held accountable for working deficiencies resulting from the lack of such preparation time.

The decision of the Company with respect to a "reasonable and adequate" amount of preparation time shall not be subject to arbitration except where the Union takes the position that the action by the Company was arbitrary or capricious. In any arbitration over this issue, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall sustain the Company's determination of "reasonable and adequate" time if he/she finds that the Company acted in good faith upon the basis of its judgment and not arbitrarily or capriciously.

ARTICLE 21 - CREDITS

Section 21.1 - Each Editor, Newswriter and Service Aide shall receive on-air credit at least once during each shift he/she works.

ARTICLE 22 - PRODUCERS FEE

Section 22.1 - Should any Employee covered by this Agreement be assigned to produce a program other than news, the Employee shall receive compensation in addition to his/her staff salary as agreeable to the Company and the Union. Such Producer's Fee shall be paid only when the Employee is assigned to produce programs such as the Public Affairs, Religious, or Instructional programs currently broadcast on Sunday mornings and evenings.

ARTICLE 23 - NEW EMPLOYEES

Section 23.1 - The Company shall notify the Union within fourteen (14) days in writing of all hirings, terminations or changes in status of all Newswriters, Editors, Service Aides and News Production Assistants whether Staff or Non-Staff. Such notification shall contain the Employee's name, address, job category, and the effective date of employment. For any Employee who objects to the release of his/her address, such information shall be excluded from the report.

Section 23.2 - Probationary Period - A full time staff Employee shall be employed on a probationary basis for the first six (6) months of his/her employment. Shifts worked as a Non-Staff Employee at WINS shall be credited to proportionately reduce the six (6) month probationary period for a Non-Staff Employee who is subsequently employed as a full time Staff Employee. The Company shall have the right to terminate Employees during their probationary period without notice and such termination shall not be subject to grievance or arbitration.

ARTICLE 24 - SAFETY AND HEALTH

Section 24.1 - The Company agrees to abide by all applicable laws relating to occupational safety and health at Radio Station WINS. Station management and a designated shop steward agree to meet semi-annually, if needed, to discuss issues relating to safety and health at radio station WINS.

ARTICLE 25 - TERM

Section 25.1 - The Agreement shall be known as the 2019-2022 WINS-WGA Newswriters, Editors, Service Aides and News Production Assistants Agreement."

Section 25.2 - This Agreement shall be effective as of July 23, 2019. The term of this Agreement shall continue to and include July 22, 2022.

ARTICLE 26 - MODIFICATION OF AGREEMENT

Section 26.1 - No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

ARTICLE 27 - CONSTRUCTION

Section 27.1 - This Agreement shall be construed in accordance with the laws of the State of New York.

ARTICLE 28 - SUCCESSORS

Section 28.1 - This Agreement shall be binding upon and inure to the benefit of the Union, its successors, its members and the Company and its successors and assigns.

ARTICLE 29 – DIVERSITY COMMITTEE

Section 29.1 - The company will participate in meetings with an editorial diversity committee on a regular basis to discuss diversity in hiring and ongoing concerns at the company.

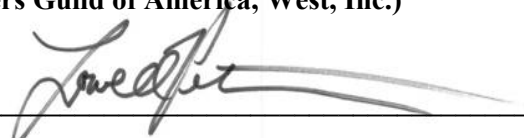
IN WITNESS WHEREOF, the parties have caused their names to be subscribed to this Agreement by their respective duly authorized officers and representatives, effective as of the 23rd day of July 2019.

ENTERCOM NEW YORK, LLC
(On behalf of its station, WINS)

By:  _____

Date: 7/20/20 _____

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

By:  _____

Date: 07/16/2020 _____

July 23, 2019


Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Training Employees

Gentlemen:

The Company agrees to provide reasonable training, as determined by the Company in its discretion, on new technical equipment introduced by the Company requiring the mastering of new technical skills, to Employees required to operate such new technical equipment. Under no circumstances, however, shall the nature or amount of such training be subject to grievance or arbitration. It is understood that all employees who are to be assigned to perform digital/audio editing will receive reasonable training, as determined by the Company in its discretion, on that equipment prior to such assignments. The Company agrees to meet with the Shop Steward as needed to discuss any concerns he/she may have regarding this Sideletter.


WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019


Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: On-Air Duties

Gentlemen:

It is agreed and understood that the Company may assign Employees covered by this Agreement to occasional and irregular on-air duties for full shifts. Time spent performing such duties shall be paid at the prevailing on-air rate and shall be deemed time worked for purposes of Sections 8.1 and 8.2 of the Agreement.

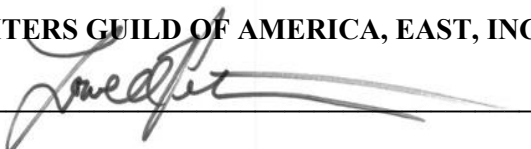
WINS-AM

By:  _____

Date: 7/20/20 _____

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020 _____

July 23, 2019

WINS-AM
345 Hudson Street
New York, NY 10013

Re: Dues Checkoff

Gentlemen:

The Company agrees that on or after September 9, 2005 or upon thirty (30) days' notice thereafter from the Guild, it will deduct initiation fees, membership dues, and assessments uniformly required 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.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct Entercom New York, LLC to check-off 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 (12) week period) as promulgated by the Union according to the procedure set forth in the Constitution of the Guild 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 agreement between the Guild and the Company, or for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract periods whichever is sooner, 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 Agreement or the one (1) year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each such period."

Witness: _____ Signature: _____

Date: _____ Date: _____

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.

~~WINS-AM~~

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Apprentice Program

Gentlemen:


This will confirm our agreement respecting an apprentice program as follows:

- 1) The apprentice shall not have been employed for a period in excess of one year as a staff writer for either a major market television or radio station, or for a major market newspaper.
- 2) There shall be no more than one apprentice at one time.
- 3) The Company shall not be obligated to retain an apprentice in its employ.
- 4) An apprentice shall be assigned to a shift where he/she will be under supervision of an editor or writer; he/she may not be assigned as an acting editor; and he/she may not on a regular basis be assigned sole responsibility for a newscast.
- 5) All provisions of our said Agreement apply to the employment of an apprentice except:
 - a) Guild Shop Clause shall be six (6) months instead of thirty (30) days.
 - b) Weekly Salary:

Effective 09/06/12: \$240.00
 - c) If after twelve (12) months of service as an apprentice, an employee is continued in the employ of the Company as a writer under our said Agreement, he/she shall be given credit for all time he/she spent as an apprentice for all purposes (e.g., pay scale, seniority, vacation).

- 6) The Union may cancel the agreement hereinabove set forth on thirty (30) days written notice to the Company if:
- a) The size of the Newswriter unit is decreased;
 - b) The Company violates the provisions hereof.

WINS-AM

By:  _____

Date: 7/20/20 _____

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020 _____

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013


Re: Intern Program

Gentlemen:

This will confirm our agreement respecting Interns as follows:

- 1) There shall be no more than three (3) Interns at one time.
- 2) The Company shall not be obligated to retain an Intern in its employ.
- 3) The Company agrees that it will not use individuals in the Intern Program to substitute for or displace any member of the Writers Guild.
- 4) When the Company wishes to assign work presently performed by members of the Guild to such individuals, the Company agrees that these Interns will be assigned to Guild members and will only perform work covered under this Agreement in the presence of the Guild member to whom assigned.
- 5) All provisions of this Agreement shall apply to Interns hired hereunder except that the Guild Shop Clause shall be three (3) months instead of thirty (30) days.

WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Conflict of Interest Questionnaires, Code of Ethics & Conduct, etc.

Gentlemen:

The Union and the employees covered by this Agreement agree that all employees shall review the Company Code of Business Ethics & Conduct, the Company Conflict of Interest Questionnaire, the Company Rules of Conduct, and other similar standard Company policies/directives including but not limited to regulatory, safety and/or operational policies and procedures and acknowledge both receipt and that he/she has read such Company policies/directives. If any employee has any questions or concerns as to the interpretation or application of such Company policies/directives, he/she shall have the obligation to seek a resolution to such questions or concerns by seeking clarification from appropriate Station management. Failure to comply with the requirements of this provision shall be deemed just cause for disciplining an employee, up to and including discharge.


WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019


Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Attendance Bonus

Gentlemen:

The Company agreed as part of the resolution of the 1999 – 2002 Agreement that any full-time staff Employee who has no absences due to sickness in a calendar year shall receive two (2) days pay at that time or two (2) days of compensatory time off to be taken in the following calendar year. If the compensatory time off option is elected and such time is not taken by the end of that calendar year, it shall be forfeited. The Company further agreed that any full-time staff Employee who had only one absence due to sickness in a calendar year shall receive one (1) day of compensatory time off to be taken in the following calendar year. If such compensatory time off is not taken by the end of that calendar year, it shall be forfeited.

WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Cross-utilization with WCBS-AM

In order to ensure reliability, efficiency, flexibility, and performance in an ever-changing and challenging radio environment, management may seek to cross-utilize members of the Guild on 1010 WINS and WCBS 880 (the news stations). Specifically, WGAE-represented employees assigned to WINS may be assigned to perform work on behalf of WCBS and WGAE-represented employees assigned to WCBS may be assigned to perform work on behalf of WINS. In addition, any written material created by WGAE-represented employees on either station may be used by and on the sister station. The parties recognize that cross-utilization of WGAE-represented WINS employees on behalf of WCBS is subject to the collective bargaining agreement covering WCBS employees.

A benefit to cross-utilization is that it affords employees the opportunity to develop new skills.

While it is impossible to know with certainty what the future holds as it relates to the direction, needs, or staffing of any of our radio stations, this side letter is designed to express the company's intent as it relates to the issue of cross utilization for the two all-news stations in New York.

Cross utilization is a strategy we believe will help grow the news brands. We hope it helps energize the employees of both stations as well as teach, develop, and open up new areas of opportunity for collaborative work between the WGAE-represented staffs at 1010 WINS and WCBS 880. By doing so, we believe it will enhance the product and grow audience for both stations.

The company does not currently intend to use cross-utilization as a way to combine newsroom operations. That is contrary to our overall business strategy. Instead, it strongly believes sharing resources and assets will result in more news with greater impact, and a broadening of the conversations which, in turn, will foster innovation. The company views cross utilization as a doubling of the collaborative opportunities which currently exist in the newsrooms individually. Accordingly, assignments permitted under this Sideletter are initially intended to be: on an as-needed basis, related to short-term or collaborative projects, or relief assignments for vacancies when no WINS-AM employee is available, and are not initially intended to constitute an employee's regular job responsibility.

Entercom has no current plans to lay off any staff members at either station that results from cross utilization, but as with current policy, the company will not guarantee minimum staffing levels. In the event that the Company decides to lay off Staff Employees because of cross-

utilization of WGAE bargaining unit members at WCBS-AM and WINS-AM, the Company shall follow the procedure set forth in Article 17 of this Agreement, along with the following additional terms:


- A. The Company shall pay each employee a severance payment that is no less than 125% of the amount to which he/she would be entitled under Section 17.8 (b) of this Agreement, up to fifty-two (52) weeks of pay, subject to the requirement under Section 17.8(b) of this Agreement to sign a general release in a form reasonably acceptable to the Company; and
- B. Before implementing a layoff, the Company may, at its option, first provide bargaining unit employees with the option of resigning by mutual consent in accordance with the terms of this Sideletter.

A grievance alleging a violation of Paragraph A above shall be limited to whether additional severance is owed; and an arbitrator hearing any such grievance shall have no power to review the company's ability to cross-utilize employees.

Entercom agrees that any individual who is used at their sister station will be assigned to a job category equal to or higher than their job description at their home station. Employees will be paid the wage dictated by the CBA covering their home station regardless of which station they work. All the penalties, fees, etc. as governed by the CBA, will also be administered based on the employee's home station.

Entercom will provide adequate training on equipment, style, and decision-making before employees are assigned to perform work at the sister station.

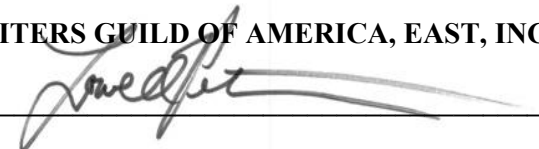
WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013


Re: September 8, 1987 Vacation Schedule

Gentlemen:

Section 10.1 refers to the vacation policy in effect as of September 8, 1987. Below is listed the vacation policy that was in effect on that date:

After 1 year of full-time employment – 2 weeks' vacation.
After 5 years of full-time employment – 3 weeks' vacation.
After 15 years of full-time employment – 4 weeks' vacation.


WINS-AM

By:  _____

Date: 7/20/20 _____

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020 _____

July 23, 2019

Writers Guild of America, East, Inc.
250 Hudson Street
New York, NY 10013

Re: Workload

Gentlemen:

During the 2012 negotiations, the Guild expressed the concern that its members were being subjected to excessive workload. While not in agreement with the Guild on the merits, the Company agreed 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 Station management at WINS-AM. This Committee 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, to discuss workload.

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

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

WINS-AM

By:  _____

Date: 7/20/20

AGREED TO AND ACCEPTED:

WRITERS GUILD OF AMERICA, EAST, INC.

By:  _____

Date: 07/16/2020