

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE WRITERS GUILD OF AMERICA EAST
AND
PINEAPPLE ST. MEDIA LLC
JULY 17, 2024 – JUNE 30, 2027

Table of Contents

Recognition & Scope.....	Page 3
Union Security & Dues Check-Off.....	Page 4
Job Postings & Information to the Union.....	Page 6
Non-Discrimination & Anti-Harassment.....	Page 7
Discipline & Discharge.....	Page 9
Grievance & Arbitration.....	Page 11
Remote Work.....	Page 12
Labor Management Committee.....	Page 13
Offer Letters, Individual Agreements, Minimum Terms.....	Page 14
Legal Defense.....	Page 15
Severability & Successorship.....	Page 16
No Intrusive Monitoring.....	Page 17
Health & Safety.....	Page 18
Diversity & Equity.....	Page 19
Career Development.....	Page 21
Workplace Transparency.....	Page 22
Outside Work.....	Page 24
Management Rights.....	Page 25
Strikes & Lockout.....	Page 26
Compliance with Company Policies.....	Page 27
Compensation.....	Page 28
Benefits.....	Page 32
Time Away, Vacation, Leave and Holidays.....	Page 34

Hours of Work.....Page 37

Professional Development.....Page 38

Layoffs & Severance.....Page 39

Original Pitch Revision & Derivative Rights.....Page 40

Artificial Intelligence.....Page 41

Term.....Page 42

Appendix A (Severance Release).....Page 43

Article 1. Recognition & Scope

1. Pineapple St. Media LLC (“The Company”) recognizes the Writers Guild of America, East (“The Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (“NLRA”) of a unit of full-time and regular part-time employees in the following titles: Production Coordinator, Associate Producer, Producer, Managing Producer, Senior Producer, Senior Managing Producer, Senior Producer of Development, Senior Editor, Assistant Engineer, Engineer, Senior Engineer, Office and Operations Manager, Marketing Manager, Social Media Manager / Marketing Coordinator.

Article 2. Union Security & Dues Check-Off

1. Union Security

- a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“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 their employment, or the Effective Date of this Agreement, whichever is later.
- b. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 1(a) above by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.
- c. Nothing in this Section 1 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:
 - i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
 - ii. such bargaining unit employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

2. Dues Checkoff

The Company agrees that upon thirty (30) days’ notice thereafter from the Guild, 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 Guild upon receipt from each bargaining unit 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 The Company, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

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

WITNESS: _____

SIGNATURE: _____

DATE: _____

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.

3. Dues shall be deducted on each payday. The Company further agrees to furnish the WGAE at the time it remits the dues a roster of all employees' names, weekly rate of pay, date of employment, and fees/dues deducted.

Article 3. Job Postings and Information to the Union

1. Open positions will be circulated internally as soon as they are posted.
2. Bargaining unit job postings will include:
 - i. The statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."
 - ii. The salary range that reflects the internal pay band for the position
 - iii. A notice of nondiscrimination
3. Once every quarter, the Company shall supply the Union with a list containing the following information for each employee. The Company shall include the Union Representatives or Shop Stewards in its notification to the Union of any newly hired employees. Nothing in this section shall preclude the Union from requesting documents and information to which it is otherwise entitled under applicable law.
 - (a) name, home address, gender (if self identified by employee), race (if self identified by employee), date of birth;
 - (b) contact info including home address
 - (c) hire date;
 - (d) job title and job descriptions;
 - (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
 - (f) salary changes and effective date;
 - (g) resignations, retirements, deaths;

Article 4. Non-Discrimination & Anti-Harassment

The Company and Union endeavor to foster a work environment that is free from harassment, discrimination, or other inappropriate conduct at work.

Non-Discrimination

The Company and Union agree and understand that bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, pregnancy status (including pregnancy termination), immigration status, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, or any other factor protected by applicable law .

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments, and benefits.

1. Disability Accommodation:
 - a. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.
 - b. Bargaining unit employees who are disabled have the right to individualized accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical/digital workspace and modification of any aspect of the employee's workload or accepted work practices.
 - c. Employees requesting an accommodation or seeking additional information on accommodations may request to have a Union representative (a steward, Union member or Union-employed staff person) attend meetings or initiate a request on their behalf.

Anti-Harassment

1. The Company shall continue to enforce its anti-harassment policy, and ensure that the policy is available to all employees. The Company shall ensure that any policy includes clear reporting procedures.
2. If the anti-harassment policy is amended, the Company will endeavor to provide the Union with updates of the policy.

Employee Complaints

1. Employees may bring a Union representative with them to meetings regarding harassment or discrimination complaints or investigations.

2. Should a bargaining unit employee initiate a claim of harassment, the Company will provide the employee with the results of the investigation of the employee's claims.
3. This Article, Non-Discrimination & Anti-Harassment, does not prevent an employee from seeking any legal remedy, including but not limited to claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state laws, or any other similar laws, rules, or regulation.
4. If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees may pursue the matter in a court of competent jurisdiction. Any claims of discrimination or harassment which is based on being a member of a protected class shall not be subject to arbitration under this agreement.

Article 5. Discipline & Discharge

A. The Company 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 limitations of this Article 5.

B. All newly hired employees shall be subject to a 120 day probationary period. The termination of any employee within the probationary period shall not be subject to the grievance and arbitration provisions of this agreement.

C. The Company shall have the right to discipline, demote, suspend, discharge, or otherwise take employment-related actions 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 Article 5(F) below;
- iii. insubordination;
- iv. continued unsatisfactory performance after a period of review or feedback for at least forty-five (45) days after notice of review; and
- v. failure to comply with Company policies or procedures

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline. However, the Company 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 Company's combining or skipping steps as violative of progressive discipline. In such circumstance, the Guild further 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.

D. Bargaining unit employees may be terminated immediately for gross misconduct. Examples of gross misconduct may include but are not limited to: (a) gross insubordination, (b) theft, (cc) embezzlement, (d) misappropriation, reckless or willful destruction of company property (e) fraud, (f) physical violence, threats of violence of any kind, (g) plagiarism or fabrication, (h) sexual or other harassment in the workplace or otherwise substantially unacceptable workplace behavior, and/or (i) flagrant professional misconduct. An employee discharged for gross misconduct shall not be entitled to notice or severance pay.

E. The Company will provide the Union and the employee with copies of any written disciplinary action and the employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

F. The Company shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Company's sole judgment the bargaining unit employee's work product does

not meet the Company's standards for editorial or creative judgment, provided the bargaining unit employee has received prior written notice and explanation of the issue and has been given at least four (4) weeks to improve. Alternatively, the employee can choose to take four (4) weeks' pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for reasons related to editorial or creative judgment and the standard of review shall be arbitrary and capricious. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Guild and the bargaining unit employee that the discipline is under this section and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance pay in accordance with the terms of Article 28, Layoffs and Severance.

F. It is further understood that in addition to the above, that for an employee hired on a project or fixed-term basis, their employment may end at the end of the project or fixed-term basis without restrictions, without notice or severance pay, and without further obligation of the Company. A termination of employment under this Article 5(F) shall not be subject to the grievance and arbitration provisions.

G. Subject to this Agreement, nothing herein shall limit the right of the Company to terminate an employee for non-discriminatory reasons due to any decisions reserved to management by Article 20 of this Agreement (Management Rights), including a reduction in force, reorganization, layoff, position elimination (including through a change in editorial direction), or show cancellation for any reason, which shall be subject to the severance pay requirements in accordance with the terms of Article 28 (Layoffs and Severance).

Article 6. Grievance & Arbitration

1. Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth below. A grievance shall be defined as an allegation by the Union or the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.
 - a. Step I: The Union shall advise the Company in writing of a grievance. Grievances shall be filed within sixty (60) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The Company shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a decision to the Union.
 - b. Step 2: If a grievance is not satisfactorily resolved at Step I, it may be referred to arbitration, conducted before a single arbitrator, by written request to the other party within sixty (60) calendar days of receipt of the Step I decision.
 - c. Any arbitrator will be selected by mutual agreement between the Company and the Union.
2. The arbitrator's opinion and award shall be final and binding upon the parties.
3. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
4. Any time periods in this Article may be waived or held in abeyance only by written agreement between the parties.

Article 7. Remote Work

1. The Company currently maintains a flexible remote work environment, where employees may work remotely at times, subject to specific times or conditions where in-person work may be required (e.g. development kick offs and wraps, at the beginning of a show, storyboarding, certain interview and narration recordings, script edits). If the Company intends to change the parameters of flexible remote work environment, the individual supervisor will provide the employee with at least three (3) months' notice of implementing such change.
2. Upon the sole discretion of the Company, the Company may grant individual bargaining unit employee requests to relocate to a new state. Notwithstanding the foregoing, any employee who has previously been approved to work remotely in a state outside of a location where the Company and/or Audacy maintains an office shall not have that designation withdrawn without at least 6 months' notice.

Article 8. Labor Management Committee

The parties shall establish a Labor-Management Committee. The Committee shall meet within ninety (90) days of ratification and bi-annually, or upon request, thereafter.

Article 9. Offer Letters, Individual Agreements, Minimum Terms

1. Minimum Terms
 - a. The Company may continue to provide bargaining-unit employees with terms and conditions of employment above those contained in this Agreement.
 - b. The Company shall not introduce post-employment non-compete obligations as a condition of employment.
2. The following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:
 - a. All at-will employment provisions shall be deleted in their entirety.
 - b. Each individual employment agreement shall be amended to include the following provision: "Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law."
3. Employees shall not be required to sign non-disclosure agreements related to sexual harassment.

Article 11. Legal Defense

If a bargaining unit member is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the employee's performance of work for the Company that is within the scope of their authorized duties, the Company shall defend and provide legal counsel for the employee at the Company's expense. The Company and the involved employee shall notify each other immediately upon receiving notice of such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as gross negligence or omission or any intentional and/or knowing violation of law or company policies.

Article 12. Severability & Successorship

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.

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

Article 13. No Intrusive Monitoring

Should the Employer utilize software or hardware on employees' computers or other Company issued devices for the purpose of actively observing an employee during their work period, the Company will provide employees with seven (7) days' notice, including the type of software that will be used and for what purposes. This timeline and notice shall not be required when the Company is investigating potential misconduct or other circumstances that the Company reasonably deems necessary.

Article 14. Health & Safety

1. The Company shall provide its employees with a healthy and safe work environment without risks to physical and mental health.
2. The Company shall maintain a work environment that is free from “Workplace Violence.” “Workplace violence” includes, but is not limited to, all threats or acts of violence (e.g. physical or verbal threats or intimidation, bullying, etc.) occurring:
 - A. On Company premises, regardless of the relationship between Company personnel and the parties involved; and/or
 - B. Off Company premises at any work-related setting, such as work-related and/or Company-sponsored social events.
3. The Company shall establish a system for reporting and investigating injuries, illness, or other accidents that occur because of work activities.
4. The Company shall maintain a COVID-19 safety policy, which shall be available to all bargaining unit employees and, upon request, may be provided to any building guests who will be interacting with unit members (e.g. guests, interviewees, hosts, etc.). The Company will make itself available to field questions or concerns from building guests regarding the policy. The Company shall confer with the Union about the policy, and shall consider input offered by the Union.
5. Should an employee believe they are being placed in an unsafe work environment or that they may be a hazard to the work environment, the employee should immediately escalate their concerns to their supervisor or HR. An employee who contacts their supervisor or HR and does not receive a response within a reasonable period of time, may, in good faith, exercise their professional judgment as to matters of safety and security. An employee who in good faith believes they are in immediate danger may remove themselves from the situation prior to contacting HR. The Company shall not retaliate against any employee who raises a health & safety concern.

Article 16. Diversity & Equity

The Parties share a commitment to diversity, equity, and inclusion with regard to both staff and coverage. The Company shall make strong and sustained efforts to promote diversity, committing resources to recruitment, mentorship, and training.

The Equity Team may have up to ten (10) members, made up of at least five (5) bargaining unit employees. The Union will select its own representatives at the next transition cycle following the ratification of this Agreement and once per year thereafter.

Information and Data

Upon request, after ninety (90) days of ratification of this agreement, the Company will conduct and share with the Union a report of staff self-reported demographics including but not limited to race, ethnicity, national background, educational background, sexual orientation, gender identity, age, and creed, which shall include salary information for each employee.

Upon request, an overview of such demographic data, including but not necessarily limited to race and gender broken down by job title and precise salary range information, shall be presented to the staff and sent to the Union.

Open Job Positions

All open job positions will be posted for a minimum of two weeks, absent unusual circumstances. The Company will make a sustained effort to circulate postings to and recruit candidates from groups that have been historically marginalized, including with respect to race, ethnicity, national background, educational background, socioeconomic background, sexual orientation, gender identity, and age. When the Company seeks candidates for a vacant bargaining-unit position, it will endeavor that at least fifty (50) percent of the candidate pool that makes it beyond the phone-interview stage shall be from historically marginalized backgrounds.

The Company shall establish a practice of collecting voluntary demographic information from applicants, and shall encourage applicants to self-report by including a statement on the application explaining the purpose of collecting the information, in furtherance of the diversity objectives set forth herein.

The Company will widely disseminate open positions to job boards that target applicants from groups underrepresented at Pineapple (e.g., the National Association of Black Journalists (NABJ), the National Association of Hispanic Journalists (NAHJ), the Asian American Journalists Association (AAJA), BIPOC podcast creators, TransWork).

In furtherance of its diversity activities, the Company may expand recruitment to include job fairs and journalism conferences that are designed to help Employers recruit diverse candidates for open positions.

Gender Anti-Discrimination

The Company shall continue its practice of providing a safe outlet for every employee to communicate their pronouns. In accordance with Company policy, the Company shall, upon an employee's request, change all existing employee records so that all such records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronouns on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such change for reasons related to gender identity.

Subject to building specification and landlord consent, the Company shall provide that at least one (1) conveniently located gender neutral bathroom. The Company shall provide the Union with reasonable advance notice when it changes facilities where bargaining unit employees are located and shall provide sufficient gender-neutral lavatories at any new office facilities.

Lactating employees will be provided reasonable break time each day to express milk. The Company will also make available a room or private area other than a toilet stall for lactating employees to express milk in private.

Retention

The Company will endeavor to retain staff from historically marginalized backgrounds. Such efforts may include but are not limited to mentorship programs, an internal job board, and tracking of employee-initiated promotion requests. Upon request, the Union shall be entitled to receive information relevant to such retention initiatives implemented by the Company which are focused on the bargaining unit.

Article 17. Career Development

1. Employment Records: Upon request, an employee is entitled to review their employment contract, performance reviews, any disciplinary notices or documentation, and any other documents pertinent to their employment with the Company.
2. If a bargaining unit employee wishes to discuss their career growth and trajectory outside the regular performance review cycle, they may request to meet with their supervisor and their supervisor shall meet with them.
3. Reviews:
 - a. The Company will endeavor to provide annual performance reviews, which may be used as an opportunity for advancement.
 - b. A record of the review shall be provided to the employee within thirty (30) days.
4. If an existing employee applies for a posted position or formally requests a promotion, raise, or title change either within or outside the regular review process and is denied the role, raise, promotion, or change, they may request feedback on their application from their supervisor or a designated Company representative, and such feedback shall be provided.
5. Any salary increase not required by this agreement shall be communicated to the affected employee in writing.
6. The Company shall continue to maintain written job descriptions for all bargaining-unit positions, which may change from time to time. The Company will inform the Union over any substantive change(s) to job descriptions and, upon request, meet with the Union to discuss any effects. Such job descriptions shall be available to bargaining unit employees.

Article 18 . Workplace Transparency

1. Hiring

- a. In the Company's discretion, bargaining unit employees may be on the hiring panel for new roles at Pineapple. When an employee is involved in the hiring process, their manager will evaluate whether the employee's regular workload is reduced and rearranged to accommodate them serving on a hiring panel.
- b. For both internal and external candidates, edit tests and other involved production work during the interview process will be paid at no less than the minimum rate for that role under this Agreement.
- c. The Company shall maintain an onboarding process for new hires, which may include but may not be limited to a new-hire orientation, training on internal systems, tools and software, a list of Company- provided supplies and equipment, and a regular and frequent check-in schedule with their manager.
- d. This Section shall not be subject to the arbitration provisions of this Agreement.

2. Staffing & Assignments

- a. The Employer will endeavor to ensure that employees shall have manageable workloads. If an employee feels their workload is unmanageable, they may have a Shop Steward attend any meeting with their manager where they are attempting to resolve the issue.
- b. Employees shall receive reasonable notice, where practicable, when the Company intends to change their regular, day-to-day work assignment, show, or department.

3. Credits

- a. The Company will maintain a credit policy that provides standard credits to bargaining unit employees, subject to requirements imposed by a client/partner. The credit policy shall ensure that each bargaining unit employee who contributes to a podcast for the Company shall receive accurate audio production credits and metadata credits (e.g. show notes on the website).

4. Pitching & Editorial

- a. Employee Access:
 - i. All bargaining unit employees may pitch show ideas for original podcasts.
 - ii. The Company will communicate the pitching and development process to employees.
 - iii. Upon bargaining unit employee request, a designated Company representative will meet with the employee so the employee may pitch ideas for new shows, new seasons, new episodes, new research projects, etc. As soon as practicable, the Employer will inform the employee as to whether or not the Employer is proceeding on the pitch.

b. Editorial Board & Development

- i. Development. There shall be regular check-ins (e.g. about workflow, working dynamics, and content decisions) throughout the production process for every show, whether it has gone through an initial development or not.
- ii. The Company shall utilize the Executive Editor and designated member of the Leadership Team to review incoming pitches for licensed originals. They will keep a record of all pitches reviewed and hold monthly meetings with the Co-Heads when there are pitches to discuss. These meetings are open to all staff and bargaining unit employees. A calendar invite will be sent out to all employees as “optional.”
- iii. At least once per quarter, the Executive Editor will report back to bargaining unit employees which pitches have been moved to development at a staff meeting.
- iv. In the event that the projects under consideration for development as licensed originals at Pineapple are evaluated through a different body, bargaining unit employees shall be notified and all the terms of this section shall apply to the new body.

Article 19 - Outside Work

With written approval from management and with the Company's discretion, Employees shall have the right to perform freelance/outside work. At their discretion, bargaining unit employees may perform outside work that is wholly unrelated to their work for the Company. Such outside activities shall not interfere with the bargaining-unit employee's performance of their job.

Article 20. Management Rights

Except as modified or restricted by this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine the qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to establish and change work schedules and assignments as needed for legitimate business reasons; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract due to legitimate business needs, assign or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company and Union understand and agree that the rights afforded to management under this Article, as well as Article 2, Union Security & Dues Check-Off, shall survive the expiration of the agreement and/or during negotiations for a successor agreement. The Company's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or to preclude it from exercising the same in some other way not in conflict with this Agreement.

Article 21. Strikes and Lockout

The Guild agrees that during the term of this Agreement, or during any grievance or arbitration procedures, neither the Guild, nor any employee covered by this Agreement, will authorize, ratify condone, or participate in any strike against, picket or boycott the Company, or engage in any sympathy strike, slow down, job action or similar cessation of work, even though other labor organizations are on strike against the Company. In the event of any strike activity, or any other activity described above not authorized or ratified by the Guild, the Guild and its officers, agents, and representatives will make good-faith efforts to end such activity.

In no case shall any or the Guild strike against, picket or boycott the Company by reason of the inclusion by the Company in podcasts of content provided by persons who are not employed by the Company, irrespective of whether such content originates at a point at which the Guild or others are striking, are transmitted by the Company to a point at which the Guild or others are striking, or are published by the Company on behalf of a sponsor or agency against whom Guild or others are striking.

Bargaining unit employees whose jobs require them to work from a specific location shall not be required to cross picket lines in situations where they may fear for their personal safety and shall discuss with their manager or supervisor how to perform the job in a safe manner.

The Company agrees that during the term of this Agreement, it will not engage in a lockout.

Article 22. Compliance with Company Policies

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

The Union retains the right to bargain over any new policy or work rule that impacts a mandatory subject of bargaining.

Article 23. Compensation

1. Annual Increases

- a. Following ratification, bargaining unit employees shall receive at least a 3% increase, or an increase to the minimum rate of pay for their job title, whichever is greater. Such increases shall be effective as of July 1, 2024, and retro pay shall be included in the next full payroll cycle following ratification.
- b. Effective July 1, 2025 bargaining unit employees shall receive an increase of at least 2%.
- c. Effective July 1, 2026 bargaining unit employees shall receive an increase of at least 2%.

2. **Minimum Rates of Pay.** The following provided the minimum rates of pay for the following classifications:

Assistant Production Coordinator*	\$72,000 \$73,000 effective July 1, 2025 \$74,000 effective July 1, 2026
Associate Producer*	\$72,000 \$73,000 effective July 1, 2025 \$74,000 effective July 1, 2026
Assistant Sound & Audio Engineer*	\$72,000 \$73,000 effective July 1, 2025 \$74,000 effective July 1, 2026
Podcast Producer	\$90,000 \$91,000 effective July 1, 2025 \$92,000 effective July 1, 2026
Sound & Audio Engineer	\$90,000 \$91,000 effective July 1, 2025 \$92,000 effective July 1, 2026
Managing Producer, Podcasts	\$90,000 \$91,000 effective July 1, 2025 \$92,000 effective July 1, 2026
Podcast Office and Operations Manager	\$90,000 \$91,000 effective July 1, 2025 \$92,000 effective July 1, 2026
Editor	\$90,000

	\$91,000 effective July 1, 2025 \$92,000 effective July 1, 2026
Senior Managing Producer, Podcasts	\$120,000
Senior Sound & Audio Engineering	\$120,000
Senior Podcast Producer I	\$120,000
Senior Editor	\$125,000
Senior Podcast Producer II	\$125,000
Senior Sound & Audio Engineer II	\$125,000

*Denotes Eligible for Overtime

3. **Minimum Terms and Conditions.** The minimum terms and conditions governing employment are set forth in this Agreement. Nothing herein shall prevent the Company from providing more favorable terms and conditions. Further the parties agree and recognize that bargaining unit members may enter into personnel service contracts so long as those contracts do not conflict with the minimum terms of this Agreement.
4. **Assessment and Advancement**
 - a. Employees with Assistant or Associate in their title shall, after two (2) years in their role, be given good faith consideration for a promotion, at the discretion of Pineapple leadership and contingent on high performance, available headcount and business need. If an employee is denied the promotion, they shall be provided a written explanation.
 - b. Employees for whom the next logical promotion is to a senior title (e.g. producer to senior producer, audio engineer to senior audio engineer), shall, after three (3) years in their role, be given good faith consideration for a promotion, at the discretion of Pineapple leadership, high performance, available headcount and business need. If an employee is denied the promotion, they shall be provided a written explanation.
5. **Out of Title Premium.** Bargaining unit employees may work beyond the scope of their regular duties (e.g., an AP leading a show), and such assignments will be discussed and documented with their supervisors prior to commencing such assignment. However, an employee will be considered to be "temporarily reassigned" to another job title in certain circumstances, including but not limited to:

- (a) Times they are assigned to work in another senior job title or are asked to cover for someone in a more senior role for a period in excess of two (2) months.
 - (b) They shall thereafter be entitled to be paid, retroactively to the first day of their temporary assignment, a rate of pay which would be equal to the rate the employee would receive if they were promoted to the higher title proportional to the amount of time worked in the higher role. It is understood that the Company will not rotate a temporarily assigned employee for the purpose of avoiding compensation to the employee under this provision.
- 6. A bargaining unit employee who is promoted to another bargaining unit job shall receive at least a five percent (5%) increase to base pay or an increase to the job tier minimum in paragraph 2, Minimum Rates of Pay, for the job they are promoted into, whichever is greater.
- 7. **Bonuses.** Bargaining unit employees will continue to be eligible for bonuses on the same terms as similarly situated non-bargaining unit employees. Such bonuses, including amounts and timing, are given at the sole discretion of management for the Company. Bargaining unit employees will continue to have the ability to negotiate bonuses directly with the company.
- 8. **Longevity Bonus**

Any bargaining unit employee who are not under a personal service agreement and with at least seven (7) years of service shall receive a one-time bonus of at least \$5,000. Such longevity bonus shall be payable upon their 7 year anniversary date.
- 9. **Miscellaneous**
 - a. No bargaining unit employee will have their salary reduced during the term of this agreement without prior negotiation with the union, unless the employee is voluntarily converted from full time to part time status.
 - b. If the Company creates a new position within the bargaining unit, it will notify the Union of the new position and negotiate over the appropriate classification minimum salary for the new position for a period not to exceed thirty (30) calendar days from the date of notice to the union.
 - c. In the event that a bargaining unit employee is unable to perform their job because (1) either (a) normal travel facilities are unavailable or inoperative and no practicable alternative is available or (b) natural phenomena, or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, earthquake, explosion, blizzard, civil disturbance or military operation (collectively, "Hazardous Circumstances"), and (2) there is no other

reasonable way for the employee to perform all or part of their role, then in such circumstances and where the Company intends to reduce the bargaining unit employee's salary, the Company will provide fourteen (14) days' notice and the opportunity to bargain over the effects to impacted unit members.

Article 24. Benefits

Company Benefits and Policies. Bargaining unit employees shall continue to be eligible for the Company-sponsored benefits and plans, which may include but not be limited to health ,retirement, leaves of absence and paid time off, on the following terms and conditions, and on the same basis as they are provided to non-bargaining unit employees, subject to all terms this Agreement, which may modify Company benefits generally applicable to all other non-bargaining unit employees (and except as outlined below.). To the extent that bargaining unit employees covered by this Agreement are eligible for Company sponsored benefits and plans, it is understood that from time to time, changes may be made to such benefits and plans that are generally applicable to all non-bargaining unit employees. By way of example, but not limitation, changes in such benefits and plans may include termination in accordance with the terms of the benefit plan or policy, substitution of, or merger with, another plan or policy or part thereof, improvements and modifications in the plan or policy, creation of a new plan or policy, etc. It is understood that where such changes apply to all employees the Company will not be obligated to bargain with WGA on behalf of its bargaining unit employees with respect to those changes.

The Company will provide standard notice consistent with the notice provided to non-bargaining unit employees.

Other Benefits. Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced Audacy benefits on the same terms and conditions as all other non-executive employees at Audacy, including but not limited to the following:

- Health Spending Accounts
- Flexible Spending Accounts
- Life Insurance
- Disability Insurance
- Supplemental Health Benefits
- Group Legal
- Identity Theft Protection
- Pet Insurance
- Auto & Home Insurance
- Employee Stock Purchase Program
- Life Assistance
- Emotional Support

Student Loan Assistance

Employee Referral Bonus

Commuter & Parking

Article 25: Time Away, Vacation, Leave and Holidays

A. Flexible Time Away - Exempt Employees.

The Company shall maintain its existing Flexible Time Away (“FTA”) policy for all exempt bargaining unit employees on the same terms and conditions as other Audacy employees except as provided herein.

Employees will be encouraged by their manager and Pineapple leadership to take advantage of the Company FTA policy. The Company will administer the FTA policy in an equitable manner.

For purposes of clarity, it is the intent of the Parties that there shall be no payout of PTO, and there shall be no payout of PTO upon an employee’s separation from the Company.

Bargaining unit requests made under the FTA policy at least thirty (30) days in advance of the proposed time off shall be approved, subject to legitimate business need.

B. Non-Exempt Employees.

- a. Vacation Accrual: Vacation hours are accrued each pay period based on years of service. In the first through fourth years of service, eligible employees may accrue up to three (3) weeks of Vacation per calendar year. After 5 years of service, eligible employees will begin to accrue up to four (4) weeks of vacation per calendar year.
- b. Eligible non-exempt employees begin to accrue paid vacation days in the first pay period following 30 days of full-time employment. For a full time non-exempt employee who works 40 hours per week, vacation is accrued at 4.62 hours per bi-weekly pay period for continuous employment up to a maximum of 120 hours per year of employment (three (3) weeks of their normal schedule).
- c. In the pay period in which eligible non-exempt employees celebrate their fifth anniversary as an eligible non-exempt employee, the amount of vacation accrued by an employee who works 40 hours per week increases to 6.15 hours per pay period, up to a maximum of 160 hours annually (four (4) weeks of their normal schedule).
- d. Unused vacation shall be paid out when an non- exempt employee leaves or is terminated.
- e. Any existing employee who moves from FTA to vacation accrual because they are converted from exempt to non-exempt status shall have their seniority honored and their accrual shall be based on their original date of hire.

C. No employee shall be disciplined or retaliated against for appropriately taking time away or off pursuant to any FTA or vacation policy.

- D. **Sick Leave.** Bargaining unit employees shall be entitled to sick leave under the Company policy as applicable to non-bargaining unit employees.
- E. **Holidays.** Bargaining unit employees receive at least the holidays provided pursuant to Company policy, as set forth in the Audacy Employee Handbook and applicable state supplements. The Company agrees to provide notice to the Union of the Company's schedule of holidays on a yearly basis.

Bargaining unit employees shall receive at least the following paid holidays each calendar year:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- F. **Personal Holidays.** The Company shall provide at least two (2) Personal Holidays to full-time employees, the first one will be awarded on January 1 and the second one on July 1 of each calendar year.
- G. **Quiet Weeks.** Pineapple shall observe "Quiet Weeks" the week of July 4th and the week between Christmas and New Years. During "Quiet Weeks" the office shall be closed and bargaining unit employees are not expected to be performing work, unless specifically requested by management in writing with advance notice based on legitimate business need.
- H. **Bereavement Leave.** Bargaining unit employees shall receive at least seven (7) days off in the event of a death in the family (including spouses, domestic partners, civil union partners, parents, siblings, children, grandparents, or other similar loved ones). Such time off may be extended with approval from the supervisor and is not to be unreasonably denied.
- I. **Parental Leave.** The Company shall provide all full-time bargaining unit employees with paid parental leave pursuant to the Company's paid parental leave policy on the same terms and conditions it offers to non-bargaining unit employees. At the discretion of the Company/supervisor, such leave may include time off available to the employee

under the FTA policy. The Company/supervisor shall not arbitrarily and capriciously deny use of FTA. This paid leave shall be gender neutral.

Other Leave Policies. Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced Audacy leave policies on the same terms and conditions as all other non-executive employees at Audacy, including but not limited to the following:

Parental Leave

Jury Duty Leave

FMLA

Military Service

Personal Volunteer Time

Blood & Bone Marrow Donation

Crime Victim Leave

Voting

Military Spouse Leave

Article 26. Hours of Work

1. Regular Work Week.

- a. The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) hours per week, and the regular work schedule for each employee shall generally include at least two (2) consecutive days off. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters (i.e., such work shall be the exception and not the rule).

2. Overtime & Compensatory Time -

- a. The Company shall comply with all legal requirements as to overtime compensation. Overtime-eligible employees who work in excess of 8 hours in a day or 40 hours in a week shall be paid at one and a half times their regular rate of pay.
- b. Compensatory Time ("Comp Time"). Non-exempt bargaining unit employees shall be entitled to take Comp Time when they work beyond ten (10) hours in a day, must work on six (6) or more consecutive days, must work on a Company holiday or other such non-work day, or are required to travel for work on a regular day off. When an employee wants to take their Comp Time, they shall inform their manager in writing, including the proposed time off. Comp Time shall be scheduled at the time of the employee's choosing, provided it is commercially reasonable for the Company to schedule it at that time and that any Comp Time resulting from work travel shall be taken in close proximity to the travel. If it is not commercially reasonable to schedule the Comp Time as requested by the Employee, it shall be scheduled as close in proximity to that time as possible. It is understood that the Company will give considerable weight to an Employee's request to utilize Comp Time within a reasonable amount of time no later than six (6) weeks from when the work performed by the Employee which gave rise to the Comp Time.
- c. The parties acknowledge that under the FTA policy, there is not a set number of days per calendar year, and therefore it is appropriate for exempt employees who have worked unusually long hours to request time away per the FTA policy, in addition to any other requests they may make for Time Away for other reasons, and the Company shall give such requests good faith consideration.

3. When work requires a bargaining unit employee to be at an office or on location before 7:00 AM or past 9:00 PM, the employee may expense a car or taxi to/from home to arrive safely.

Article 27. Professional Development

Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company, in its discretion, shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to any travel and expense policy. Approvals of such requests shall not be unreasonably denied.

The Company, in its sole discretion, may allocate funding in each year of the Agreement to fulfill employee requests for professional development. The Company shall track employee usage of professional development opportunities and any budget or money spent, and shall make such information available to the Union upon request.

Article 28. Layoffs & Severance

- A. In the event of a reduction in force, where the Company's assessment of performance and ability are the same, seniority shall govern (i.e. employees will be selected by reverse seniority based on date of hire).
- B. RETRAINING: The Company shall, in its sole discretion, consider placing an employee affected by a reduction in force in an available job at the Company that is compatible with the employee's demonstrated skills, knowledge, and abilities. In its sole discretion, any employee who the Company chooses to offer reassignment in lieu of separation, layoff or reduction, will receive the level and type of training that the Company deems necessary for the employee to succeed in the new position. The Company shall provide such retraining at no cost to the employee.
- C. For a period of six (6) months from the date of a bargaining unit employee's lay off, the laid off unit employee shall have the right of first refusal in the event that their full-time position, or a similar position, is established by the Company. A laid off unit employee shall have seven (7) calendar days from the date of written offer from the Company, to accept such a re-established position.
- D. SEVERANCE PAY: Severance pay shall be calculated based upon the bargaining unit employee's actual base pay at the time of discharge or separation. All severance payments are conditioned on the bargaining unit employee's execution of a general release of claims on a form determined by the Company and attached to this agreement as "Exhibit A" prior to the receipt of such severance pay.
 - a. Any bargaining unit employee who is laid off or otherwise terminated shall, subject to execution of a standard Company separation agreement, receive gross severance per the formula below.
 - b. All consecutive time worked without a break in employment of six (6) months or longer shall be considered in the severance calculation.
 - c. Bargaining unit employees shall receive two (2) weeks' notice and be placed on administrative leave, in addition to the severance provided per the formula below. Bargaining unit employees shall receive compensation calculated at one (1) week salary for each year of service (prorated for partial years) with the Company with a minimum of 10 weeks and, with a maximum of eighteen (18) weeks, provided however that any employee discharged under Article 5(F) shall have their entitlement to severance, including minimum severance, reduced by four (4) weeks.

Article 29. Original Pitch Revision and Derivative Rights

The Company and Union recognize that all copyright, trademark, and/or other intellectual property rights of any kind in and to any and all works and materials of any kind created, conceived, developed or reduced to practice by Employee, alone or in cooperation with other Company employees, in any medium now known or hereafter devised, including, without limitation, any and all derivative or transformative works related thereto and in connection therewith, during the Term and relating to or useful in the Company's business shall be considered "works for hire" and that the Company retains the exclusive intellectual property rights to such work.

The Company shall have right of first refusal when an employee brings a pitch to the Company for consideration. The Company shall have four (4) months to decide whether to move forward with the pitch.

When the Company agrees to move into production on an original new show pitched by an employee, the Company shall notify that employee and bargain with that employee over compensation.

Notwithstanding the foregoing, the Company and Union understand and agree that if the Company does not greenlight an original show pitched by a bargaining unit employee, the rights in such show shall revert back to the bargaining unit employee.

The Company will endeavor to negotiate third-party agreements that give creative input on the derivative work and make good-faith efforts to ensure that the bargaining unit employee is credited in the derivative work.

Nothing in this Article should be interpreted as preventing bargaining unit employees and the Company from agreeing on different derivative work arrangements on an individual basis.

Article 30. Artificial Intelligence

The Company and the Union recognize the potential for Artificial Intelligence technology (“AI”) to play a role in the Company’s operations in the future. The Company and Union acknowledge that definitions of generative artificial intelligence (“GAI”) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E). The parties also recognize that such potential uses of AI are presently uncertain. Accordingly, the WGA and the Company have agreed that the parties shall meet regularly to discuss strategies and best practices relating to use of AI in the workplace.

In the event Audacy plans to expand, introduce and/or use (collectively, “utilize” or “utilization of”) AI in a manner that impacts the job duties performed by members of the Union bargaining unit, the Company will advise the Union of such intended change, and, upon request by the Union, the Company agrees to discuss the intended usage and effects of same with the Union. The Company shall give the Union at least thirty (30) days’ notice of intent to use any new GAI tool or similar new technology.

GAI will not be used to perform bargaining unit work without the express consent of the Union.

Article 31. Term

The terms of this Agreement shall be in effect from ratification through 11:59PM on June 30, 2027.

For the Writers Guild of America East:



Sam Wheeler, Executive Director

July 31, 2024

Date

For Pineapple St. Media LLC:

DocuSigned by:


Michael Dash, Executive Vice President, Compliance and Administration

Deputy General Counsel

8/5/2024

Date