# <u>CBS/WGA 2022 NEGOTIATIONS</u> <u>MEMORANDUM OF AGREEMENT</u> <u>April 6, 2022</u> (subject to notice of ratification by 4p.m. (est.) Friday, May, 13, 2022)

### (1) <u>Term:</u>

April 6, 2022 through April 5, 2025.

#### (2) <u>Economic Increases:</u>

<u>Wage scales:</u> April 3, 2022: 2% increase April 2, 2023: 2.5% increase April 7, 2024: 2.5% increase

#### Contract Writers and Producers at:

These increases will also apply to Contract Writers and Producers to the minimum salaries in each year of the Agreement pursuant to Supplement C, SL 10 and 13; Supplement D, SL 13; Supplement I, SL 7; Supplement K, SL 8; and Supplement L, SL 17.

#### Temporary employee override:

April 3, 2022: 2.25% increase to twenty-two and three-fourths percent (122.75%) April 2, 2023: 0.5% increase to twenty-three and one-quarter percent (123.25%) April 7, 2024: 0.5% increase to twenty-three and three-fourths percent (123.75%)

#### Acting Editor Fee:

Effective upon ratification the fee will increase from \$3.70 to \$4.25. Additionally, Newswriters who have been upgraded to Acting Editor for at least one hundred twenty-five (125) full days during the preceding calendar year shall receive the sum of \$34.00 per day. Also effective upon ratification, the Parties agreed that the Acting Editor fee shall only be paid on days actually worked, not on vacation days, comp days, or paid sick days.

#### (3) WGA Pension Plan for Staff Employees:

April 3, 2022: 0.5% increase to nine percent (9%) April 2, 2023: 0.5% increase to nine and one-half percent (9.5%) April 7, 2024: 0.75% increase to ten and one-quarter percent (10.25%)

The Guild will also have the right to divert 0.5% of the negotiated wage increase in the first, second and/or third year of the Agreement to the Pension contribution increases. The Guild shall advise the Company of any such determination in advance. For year one of the Agreement, notice must be provided prior to the initial wage increase being implemented; and for years two and three, notice must be provided no less than ninety (90) days prior to the effective date of the wage increase.

#### (4) <u>TV Stations Producer Fee:</u>

Effective April 2, 2023, Newswriters who are assigned to produce we have agreed to minimum daily Producer fees of \$50 at WCBS-TV and KCBS-TV/KCAL-TV. At

WBBM-TV, the minimum daily Producer fee will increase to: \$40 effective April 3, 2022; \$45 effective April 2, 2023 and \$50 effective April 7, 2024.

If a Newswriter is upgraded to serve as solely the Executive Producer or Senior Producer of a program, at a minimum he/she will be entitled to the Producer fee listed above.

### (5) <u>Severance:</u>

The Parties agreed to eliminate the fourteen (14) day notice of requirement to the Guild, as required by Article X.A. of the National Agreement. It is understood by the Parties that this does not eliminate the two (2) weeks' notice requirement, or pay in lieu of notice, to an employee pursuant to Article XI.B. of the National Agreement.

The Parties have also agreed that a general release is required to receive any severance under Article XI.A. of the National Agreement.

### (6) <u>Severance for Staff Employees</u>:

The Parties agreed to a revise the severance schedule provided for in Article XI.A. The severance schedule for staff employees now reads as follows:

Length of Service	Amount of Severance Pay
0-3 months	0
3-6 months	2 weeks
6-12 months	3 weeks
12 months – 2 years	4 weeks
2-3 years	5 weeks
3-4 years	6 weeks
4 – 5 years	7 weeks
5-6 years	8 weeks
6 – 7 years	9 weeks
7 – 8 years	10 weeks
8 – 9 years	12 weeks
9 – 10 years	13 weeks
10 – 11 years	15 weeks
11 – 12 years	16 weeks
12 – 13 years	17 weeks
13 – 14 years	18 weeks
14 – 15 years	20 weeks
15 – 16 years	22 weeks
16 or more years	24 weeks

# (7) <u>Severance for Temporary Employees:</u>

The Company agreed to provide severance pay for all eligible Temporary Employees covered under this Agreement and to modify its applicable supplements by inserting the following:

"Temporary Employees covered under this Agreement and its applicable supplements who have been 'continuously employed' (as defined below) for five (5) or more consecutive

Years Continuously Employed*	Number of weeks of Severance Pay
5-6	8
6-7	9
7-8	10
8-9	12
9-10	13
10 years or more	15

years, who are separated from employment for reasons other than cause, shall be entitled to severance pay based upon the chart below:

'Continuously employed' shall mean two hundred (200) or more work days, or sixteen hundred (1,600) hours worked, in a calendar year. It is understood that an employee shall be considered "continuously employed" even if in a given year their work days are less than 200 because of a legitimate leave of absence for illness, disability, or parenting.

Once an employee has received severance pay pursuant to this provision, they shall thereafter be a new employee for severance pay purposes and future computation of years 'continuously employed' shall apply only to employment by the Company following their receipt of severance pay. In order to receive severance pay, the employee must sign a release prepared by the Company."

# (8) <u>Network Radio Scope:</u>

The Parties Agreed to update the Managerial titles from "Editorial Manager" to "Executive Editor", and from "General Manager" to "Executive Producer"

# (9) <u>Cancellation of Calls for Temporary Employees</u>:

The Parties agree that the Company may cancel a call with forty-eight (48) hours' notice.

# (10) <u>Comp Days for Temporary Employees:</u>

The Parties agreed to expand the definition of "continuous employment" to include 200 or more days of work, or *sixteen hundred (1,600) hours* worked in a calendar year.

# (11) <u>Sick Time for Temporary Employees (Los Angeles)</u>:

The Parties agreed to provide earned Paid Sick Time in accordance with Los Angeles' Minimum wage law, which provides that employees must be able to accrue Paid Sick Time at a rate of one (1) hour of Paid Sick Time per thirty (30) hours worked, up to a cap of forty-eight (48) hours (6 days), and must be able to carryover up to seventy-two (72) hours (9 days) of Paid Sick Time from one year to the next. The Parties also agreed to expand the definition of "continuous employment" to include 200 or more days of work, or *sixteen hundred (1,600) hours* worked in a calendar year.

# (12) <u>Parental Leave for Temporary Employees:</u>

The Company shall provide eligible Temporary employees with Parental Leave (Maternity/Paternity Leave) in accordance with Article VIII.C of the National Staff Agreement, provided that the Temporary Employee has been "continuously employed" with the Company for at least five (5) years. "Continuously employed" shall mean 200 days worked or sixteen hundred (1,600) hours worked in a calendar year.

# (13) <u>Paramount + and Eye Learn</u>:

Temporary employees who have worked at least 100 days or eight hundred (800) hours in the previous calendar year, shall be eligible for a subscription to Paramount + and access to Eye Learn (now known as "Propel: Paramount Learning") on the same basis as Staff Employees.

## (14) <u>Diversity Committee (See Attached Sideletter):</u>

The Parties agreed to revise the current Diversity Committee Sideletter (Sideletter 21). Sideletter 21 now reads as follows:

"The Company agrees, upon request from the Guild, to set up semi-annual meetings with Guild representatives to discuss diversity in hiring and ongoing concerns of the Guild regarding a diverse work force. Such meeting will be attended by representatives from the Company's Labor Relations and Diversity and Inclusion departments. The parties agree that they will work cooperatively and in good faith toward mutual goals. Additional meetings may be scheduled by mutual agreement of the Company and the Guild.

The Company and Guild representatives of the Diversity Committee shall jointly identify specific initiatives to be funded and agree upon reasonable funding for the Diversity Committee, requests for which shall be reviewed by the Company consistent with its procedures for Company employee resource groups.

The Diversity Committee shall discuss such issues as recruitment, retention, advancement and mentorship, and the composition of the current Employer workforce, including at the shop levels, and opportunities for trainings and initiatives (e.g., unconscious bias training) that support the goals of the Diversity Committee. The parties agree that they will work cooperatively and in good faith toward mutual goals. Additional meetings may be scheduled by mutual agreement of the Parties."

# (15) Juneteenth (June 19):

As of 2022, employees covered under this Agreement and its Supplements shall have the option of substituting Juneteenth (June 19) for any of the Holidays listed in applicable agreements/supplements, provided that they notify Management in writing, by December 1 of the preceding year. For 2022, employees must notify Management in writing by May 1, 2022, whether they will be observing Juneteenth (June 19) as a Holiday. If an employee works on Juneteenth they shall receive any premium pay that would have been owed had they worked on the holiday that they substituted for Juneteenth.

### (16) **Bargaining Unit Lists (See Attached Sideletter)**:

The Parties agreed to add a new Sideletter to the Agreement regarding Bargaining Unit Lists. The Sideletter reads as follows:

"Once every quarter, the Company will provide to the Union a list of all unit employees, including their dates of hire, job titles, compensation, enrollment status in the WGA Pension and Health Plans, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses."

# **ACCEPTED AND AGREED:**

### **CBS BROADCASTING INC.**

DocuSigned by:

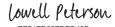
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Sheldon Kasdan Executive Vice President

**DATE:** 4/13/2022

# WRITERS GUILD OF AMERICA, EAST, INC.

-DocuSigned by:



Lowell Peterson Executive Director

5/13/2022

Attachments

# Addendum Discussion Items/Housekeeping Items

### (1) <u>Hazard Pay</u>:

The Parties agreed to negotiate Hazard Pay in the future, should the Guild request to.

### (2) <u>Newspath Hyphenates</u>:

The Parties agree to discuss Hyphenates at Newspath once the Newspath plans are finalized.

(3) <u>Network Promo Apprenticeship Program</u>: The Parties agreed to discuss an Apprenticeship program at Network Promo.

### (4) <u>Housekeeping Items</u>:

a) <u>Seniority List Sideletters</u>: The Parties will update the Seniority Lists during the drafting of the new Agreement.

b) <u>Update CBS Benefit Plan Names</u>: The Company will update the current Benefit Plan names during the drafting of the new Agreement.

c) <u>Comp Day Expiration</u>: The Parties agree to add the Comp Day expiration language that was agreed to during the 2016 negotiations to the new Agreement.