

WGA-CBS 2010-2013 NATIONAL AGREEMENT



**WRITERS
GUILD
of AMERICA
EAST**



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2010 - 2013 WGA-CBS NATIONAL STAFF AGREEMENT

AGREEMENT made as of the 19th day of October, 2010, 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 at 555 West 57 Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed as Staff Radio and/or Television Writers, Editors, News Desk Associates, Assistant Producers and Production Assistant/Assistant Producers at WBBM-AM, Researchers and Graphic Artists (as hereinafter more particularly defined), and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52 Street, New York, New York 10019 (the "Company" referred to herein).

In consideration of the mutual covenants herein contained, it is agreed as follows:

I. SCOPE

A. This Agreement applies and is limited in its application to staff Promotion Writer/Producers (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York or Los Angeles and staff Newswriters (as hereinafter defined in the applicable supplement) now or hereafter employed in New York, Chicago or Los Angeles for network, regional and/or local AM or FM radio and/or television broadcasts and staff News Assignment Deskpersons and Writers (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company at its Washington, D.C. Network News Bureau, and staff News Editors (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York, and Radio and Television News staff News Desk Associates (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York, and staff News Desk Associates and Clerk-Typists (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in Chicago, and network staff Researchers (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York, and local Researchers (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York, and staff Graphic Artists (as hereinafter defined in the applicable supplement) now or hereafter employed by the Company in New York.

B. This Agreement shall be supplemented by separate agreements with the Company covering certain specific terms of employment as follows:

New York Staff Promotion Writer/Producers
New York Staff Newswriters
New York Staff News Editors
New York Staff News Desk Associates
Chicago Staff News Desk Associates and Clerk-Typists
New York Staff Researchers (CND)
New York Graphic Artists
Washington Staff News Assignment Deskpersons and Writers
New York WCBS-TV Researchers
Chicago Staff Newswriters
Los Angeles Staff Promotion Writer/Producers and
Newswriters

C. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement and/or applicable Supplement thereto as to the name, social security number, employment date, shop (e.g., network television), classification (e.g., Newswriter) and starting weekly salary of each Employee. The Company will also furnish the home address of the Employee except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

In the event the Company should transfer any employee covered by this Agreement to a position in another shop covered by this Agreement or to a position not covered by this Agreement, or if an Employee resigns, the Company will notify the Union in writing of such change.

D. It is agreed that the scope of this Agreement is without prejudice to any claim which may hereafter be asserted by the Union or by the Company that the bargaining unit be wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

E. See also Local Supplements.

F. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement and/or applicable Supplement thereto.

II. RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Newswriters employed by the Company in New York, Chicago and Los Angeles, and of staff News Assignment Deskpersons and Writers in Washington, D.C., and of the Promotion Writer/Producers employed by the Company in New York or Los Angeles and for all News Editors employed by the Company in New York, and for all staff News Desk Associates employed by the Company in New York, and for all News Desk Associates and Clerk-Typists employed by the Company in Chicago, and for all staff Researchers employed by the Company in New York, and for all Graphic Artists employed by the Company in New York, and agrees that it will, during the term of this Agreement, deal exclusively with the Union as the collective bargaining representative of such Employees so long as the Union complies with the warranty contained in Paragraph C of this Article II.

B. The Company will not interfere with the right of any person employed by it to become a member of the Union and will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

C. The Union warrants that it represents for collective bargaining purposes a majority of the Newswriters employed by the Company in New York, Chicago and Los Angeles, and of staff News Assignment Deskpersons and Writers employed in Washington, D.C., of the Promotion Writer/Producers employed by the Company in New York or Los Angeles, the News Editors employed by the Company in New York, the staff News Desk Associates employed by the Company in New York, the News Desk Associates and Clerk-Typists employed by the Company in Chicago, the staff Researchers employed by the Company in New York, and the Graphic Artists employed by the Company in New York, and will continue to represent a majority for such purposes for the duration of this Agreement.

III. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild 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 to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

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

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

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If CBS should employ an applicant not a member of the WGA, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements. (See also Sideletter 1.)

IV. DUES CHECK-OFF

A. The Company agrees upon 30 days notice thereafter from the Guild, it will 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 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.

B. WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct CBS Broadcasting Inc. to checkoff 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 week period) 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.*, 555 West 57 Street, New York, New York 10019.

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: _____

**With respect to CBS, Los Angeles payment, remit to Writers Guild of America, West, Inc., 7000 W. Third Street, Los Angeles, Calif. 90048

C. 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.

V. VACATIONS

A. Vacations shall be scheduled by the Company throughout the calendar year at such times as the Company specifies. However, the Company agrees to take into account the preferences of the Employees affected whenever it can reasonably do so. Length of service within the particular operating unit will be a factor in vacation selection.

B. Vacations shall be scheduled the day following the Employee's scheduled day off.

C. If an Employee's vacation entitlement for the year is two (2) weeks or more, such entitlement may be taken during such year in two parts, with a minimum unit of one week. Notwithstanding anything herein, the Company agrees to give reasonable consideration to requests for further splits in units of at least one week. By mutual consent of the Employee and the Company, Employees may take one (1) week's vacation as five (5) separate or combined vacation days. Carryover of vacation from one year to the next shall be in accordance with Company policy. Nothing contained herein shall serve, in any manner, as a forfeiture of or limitation upon any or all protections provided by applicable law against forfeiture of accrued vacation.

D. Staff Employees shall be given the following vacation with pay each year, based on their seniority date with the Company:

<u>STAFF EMPLOYEES HIRED</u>	<u>AMOUNT OF VACATION</u>
-After March 31 of current year	None
On or before March 31 of current year	1 week (after 3 months service)
On or before December 31 of preceding year	1 week (plus 1 additional week after 9 months service)
On or before June 30 of preceding year	2 weeks
On or before December 31 of fifth preceding year	3 weeks

On or before December
31 of fifteenth preceding year 4 weeks

On or before December
31 of twentieth preceding year 5 weeks

E. An Employee whose employment is terminated for any reason shall receive vacation severance in accordance with the following Vacation Severance Pay Schedule:

VACATION SEVERANCE PAY SCHEDULE

The following table sets forth the number of days' salary due Employees in the unit severed from CBS' payroll in any year:

- (i) For weekly Employees with less than 3 months' service - none
- (ii) For all other weekly Employees who have not received the current year's vacation -

Period or Month Hired	J	F	M	A	M	J	J	A	S	O	N	D
Before April 1 of 20th <u>Preceding Year</u>	17	17	18	25	25	25	25	25	25	25	25	26
Before April 1 of 15th <u>Preceding Year</u>	13	14	14	20	20	20	20	20	20	20	20	21
Before April 1 of 5th <u>Preceding Year</u>	9	10	11	15	15	15	15	15	15	15	15	16
On or after April 1 of 5th Preceding Year, but before April 1 of <u>Preceding Year</u>	5	6	7	10	10	10	10	10	10	10	10	11
On or after April 1 of Preceding Year, but before April 1 of <u>Current Year</u>												
Last Apr., May, June	2	3	4	5	5	5	5	5	5	5	5	6
Last July, Aug., Sept.	2	2	3	5	5	5	5	5	5	5	5	6
Last Oct.	1	2	2	4	5	5	5	5	5	5	5	6

Period or Month Hired	J	F	M	A	M	J	J	A	S	O	N	D
Last Nov.	0	1	2	3	4	5	5	5	5	5	5	5
Last Dec.	0	0	1	2	3	4	5	5	5	5	5	5
Current Jan.	0	0	0	1	2	3	4	5	5	5	5	5
Current Feb.	-	0	0	0	1	2	3	4	5	5	5	5
Current March	-	-	0	0	0	1	2	3	4	5	5	5

On or after April 1
of Current Year:

Current Apr., May, June	1	2
Current July, Aug., Sept.	1	
Current Oct., Nov., Dec.	0	

iii) For all other weekly Employees who have received all or part of the current year's vacation deduct days received from above schedule.

F. If, at the request of the Company, an Employee is recalled from his/her vacation or is required by the Company to change or postpone an approved vacation in order to accept an assignment by the Company, he/she shall be reimbursed for any costs reasonably attributable to the interruption or change in his/her vacation. An Employee who is recalled from his/her vacation shall receive the unused portion of his/her vacation on completion of such assignment, or as soon thereafter as practicable. In addition, such Employee shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled period of his/her vacation up to a maximum of five (5) additional days.

G. Prior to the start of the calendar year, in each locality covered by this Agreement, the appropriate Company official will meet with the appropriate Union representative to discuss the Company's plans for the scheduling of vacations for the Employees covered by this Agreement. It is understood and agreed that with respect to the scheduling of vacations within the calendar year and the necessity for vacation replacements, the Company's decision shall be final, except that

(1) in the case of Newswriters, News Assignment Deskpersons and Writers, and News Desk Associates, if at the time the weekly work schedule is ready for posting or thereafter the Union is of the opinion that such Writer or News Desk Associate will be required to work an excessive amount of overtime as a result of the vacation work schedule for such week, or (2) in the case of Promotion Writer/ Producers, if two weeks prior to the weekly work assignment in question or thereafter the Union is of the opinion that such Writer will be required to work an unreasonable number of hours as a result of the vacation work schedule for such week, or (3) in the case of News Editors, if at the time the weekly work

schedule is ready for posting or thereafter the Union is of the opinion that News Editors will be given an unreasonable work load as a result of the vacation work schedule for such week, or (4) in the case of Researchers, if two weeks prior to the weekly work assignment in question or thereafter the Union is of the opinion that Researchers will be given an unreasonable work load as a result of the vacation work schedule for such week, the matter may be taken up under the grievance and arbitration machinery hereunder.

H. The provisions of this Article V do not apply to Graphic Artists. See the Graphic Artists' Supplement, Article VI.

I. See also Local Supplements.

VI. TRAVELING EXPENSES

A. An Employee who leaves from home and travels to an out-of-area assignment shall be credited with one (1) hour for traveling from home to the terminus. Such time shall be measured from the scheduled departure of the public conveyance. A credit of one (1) hour, measured from the public conveyance's arrival time at the terminus, shall be allowed if, at the conclusion of such assignment, the Employee travels directly from the terminus to home. All other time traveled by any Employee who travels to or from an out-of-area assignment shall be included in the computation of said Employee's work day.

B. If an Employee is required by the Company to perform services at any location sufficiently distant from the Company's facility where he/she is regularly assigned so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the reasonable board and lodging of such Employee while required to remain at such location, and agrees to furnish for such Employee transportation in accordance with Company policy.

C. The Company shall also pay all necessary expenses for trips between the facility as aforesaid and outside assignments. Subject to Company policy on cash advances and accounting, monies necessary for travel and work-related expenses will be advanced to the Employee by the Company prior to his/her departure. Miscellaneous local expenses will be reimbursed. An Employee who incurs reimbursable expenses shall submit expense reports within ten (10) days of his/her return from such travel and will be reimbursed within thirty (30) days after receipt of such statement for all authorized expenditures made in behalf of his/her assignment.

D. Any Employee using his/her automobile on Company business shall be compensated therefor in accordance with the then-current Company policy. Nothing herein shall be construed to permit the Company to require any Employee covered hereunder to use

his/her own automobile. Where an Employee is required to use a Company car, the Company shall provide adequate insurance and indemnity. Where an Employee uses his/her own car on Company business, the Company shall provide insurance and indemnity pursuant to Company policy.

VII. OUT-OF-AREA ASSIGNMENTS

A. If an Employee covered by this Agreement is assigned by the Company to perform work covered by this Agreement outside the geographic jurisdiction of this Agreement, such Employee's wages and working conditions shall be governed by the terms of this Agreement and the applicable Supplement thereto.

B. Any Employee who receives a day off while on an out-of-area assignment shall be paid for that day off at a rate equal to one-fifth (1/5) of his/her weekly staff salary.

C. An Employee on an out-of-area assignment shall be credited with the travel time between his/her out-of-area lodging and the place of the assignment.

D. Notwithstanding the foregoing, an Employee on assignment outside the continental United States shall be paid for each day an amount equal to 1.65 times one-fifth (1/5) of his/her weekly staff salary. This rate shall be payable for each such day on such overseas assignment, whether worked or not, and shall constitute full payment, in lieu of all other payments.

VIII. SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave: The Company agrees to grant to Employees sick leaves in accordance with the Company policy prevailing at the time.

B. Leaves of Absence: The Company may in its discretion grant leaves of absence without pay to Employees requesting such leave. If in the opinion of the Employee and the Union, a request has not been granted where justifiable reason exists, the matter may be taken up under the grievance machinery, but shall not be subject to arbitration. Upon resumption of employment after leave of absence, the period of service prior to such absence shall be included in determining length of service for the purposes of salary, vacation, sick leave, severance, severance pay, reemployment and, subject to the provisions of any applicable pension and insurance plans, pensions and insurance.

See Also Graphic Artists Supplement, Article XIV.

C. Maternity and Parental Leave: Maternity and parental leave will be granted in accordance with Company policy.

D. Jury Duty: Leaves of absence for jury duty will be granted in accordance with Company policy. Additional paid leave may be granted if warranted by the circumstances of the employee's jury duty. If such additional leave is not granted, the matter may be discussed by the Executive Director of the WGA, East or WGA, West and the Senior Industrial Relations Officer of the Company.

E. Death in Family: Leaves of absence for death in family will be granted in accordance with Company policy.

F. Military Leave:

(1) Any Employee who is drafted for service in the Armed Forces of the United States or in any recognized auxiliary arm of such forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any recognized auxiliary arm of such Forces, shall be granted special leave of absence without pay for the duration of such service.

In the event that an Employee is required by law to leave the Company and accept civilian service with the Government, he/she shall be entitled to all the benefits of this Article.

(2) Any such Employee who applies in writing to the Company within a period of ninety (90) days following (a) his/her honorable discharge from the Armed Forces of the United States or any recognized auxiliary arm of such Forces or (b) the end of the compulsory period of any other service for which he/she was drafted, shall be reinstated in the position occupied by him/her at the date his/her leave of absence became effective, or be given employment in another position of like seniority, status and pay. As used herein, the word "pay" shall mean such Employee's regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on special leave of absence.

(3) In the event such former position has been discontinued, or in the event that such Employee is no longer capable of filling such former position and no satisfactory position of like seniority, status, or pay is available, the Company will pay to such Employee a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement hereunder by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her employment were considered as having been terminated at the expiration of his/her special leave of absence.

(4) Members of the Reserve Forces of the Armed Forces of the United States shall be granted military leave for Annual Unit Training in accordance with prevailing Company policy.

G. In the event any Federal, State or Local Law provides greater benefits for leaves of absence than those set forth in Article VIII herein, provisions offering such benefits shall govern in the applicable jurisdiction.

IX. MODIFICATION OF EXISTING AGREEMENTS, TRANSFER OF RESPONSIBILITY

A. The Company agrees that it will, and does hereby, modify all existing contracts and arrangements with Employees to bring the same into conformity with the provisions of this Agreement and the applicable local Supplements, with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Employee which are more favorable to such Employee than the terms of this Agreement and the applicable local Supplement.

B. The Company agrees that it will not enter into a contract with or employ, any Employee on terms and conditions less favorable to him/her than those set forth in this Agreement and the applicable local Supplement. Only the Union and the Company shall have the right to waive any of the provisions of this Agreement and the applicable local Supplement, provided, however, that the Company may only waive those rights and benefits which it has under this Agreement and the applicable local Supplement, and the Union may only waive those rights and benefits which it, or any of its members, has under this Agreement and the applicable local Supplement. The terms of this Agreement and the applicable local Supplement are minimum and the Company agrees that nothing herein contained shall prevent an Employee from negotiating or obtaining better terms than the minimums herein and in the applicable local Supplement provided.

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

D. This Agreement shall be binding upon the parties, their successors and their assigns.

X. SEVERANCE

A. For all “layoffs” (severance of employment without the intent to replace the Employee dismissed), all discharges for “incompetence,” as hereinafter referred to in Paragraph E hereof, and all discharges for “cause,” as hereinafter referred to in Paragraph C hereof, the Company agrees to notify the Union before officially notifying the Employee concerned of the proposed termination (except in the case of News Desk Associates employed by the Company in Chicago with less than ninety (90) days service who are on probation and who may be terminated for cause). Where such notification to the Union has been oral, it will be confirmed in writing. At the Union’s request the Company agrees to meet immediately with the Union to discuss the question, and, if no agreement can be reached at such meeting, the Union shall have the right to meet with the immediate supervisor of the Employee concerned, his/her acting department head, and/or such Company executives as the Company has designated, for the purpose of discussing the situation; provided that such meetings are held not later than fourteen (14) calendar days from the date the Union has been notified of the proposed termination, unless the Company has been unable to meet with the Union as requested within such fourteen (14) calendar days. The Employee may not be severed from the payroll sooner than fourteen (14) calendar days from the date the Union was first notified, unless the Union consents to such 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 the delay in meeting beyond such fourteen (14) calendar days. It is understood that with respect to “layoffs” and discharges for “incompetence” the final decision is to remain with the Company and such decision shall not be subject to arbitration, except as otherwise provided in Paragraph E hereof. The Union shall neither notify the Employee nor discuss the matter with the Employee prior to notification to the Employee by the Company. The grievance meeting provided for in the Grievance and Arbitration Articles of this Agreement may be waived as a prerequisite to arbitration by mutual consent of the Company and the Union provided that the meeting hereinbefore referred to in this Article has been held.

B. (1) All Employees Other Than Promotion Writer/Producers and Local Researchers: In the event of a layoff of an Employee (other than a Promotion Writer/Producer or a WCBS-TV Researcher), if the Employee laid off had been, prior to his/her layoff, in the employ of the Company under the applicable Supplement for a period of one (1) year and if at any time within one (1) year of the date of said layoff a vacancy occurs in the department or unit from which the Employee was laid off, the Employee so laid off shall be reemployed; or if more than one (1) Employee in that classification is laid off, the Employee(s) shall be employed in order of their seniority under the applicable Supplement prior to their layoff. This provision shall not apply if the Employee is unavailable. If an Employee is reemployed within such period, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff.

(2) Promotion Writer/Producers: In the event of a layoff of a Promotion Writer/Producer, if the Writer laid off is replaced at any time within one (1) year from the date of such layoff, the Company agrees that such Writer if he/she is then available, will be given preferential consideration for reemployment. If a Writer is reemployed, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff. The Company's decision on reemployment of any such Writer, however, shall be final and shall not be subject to arbitration.

(3) WCBS-TV Researchers: In the event of layoff of a local Researcher, if the Researcher laid off had been prior to his/her layoff in the employ of the Company as a Researcher for a period of one (1) year, and if at any time within one year of the date of said layoff a staff vacancy occurs in the WCBS-TV Researcher unit, the Researcher so laid off shall be re-employed; or if more than one staff Researcher is laid off, the Researcher or Researchers shall be employed and the order of their reinstatement shall depend upon the factors of compatibility, where relevant, and seniority as Researchers prior to their lay-off. This provision shall not apply if the Researcher is unavailable. If a Researcher is re-employed within such period, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff.

C. The Company shall have the right to discharge an Employee for cause. (The word "cause" as used herein shall not include insubordination, dishonesty, intoxication or gross misconduct, which are covered by Paragraph D hereof, or incompetence, which is covered by Paragraph E hereof.) If the final decision of the arbitrator is that cause did not exist for the discharge, he/she shall make such award as he/she deems appropriate under the circumstances of the case.

D. The Company shall have the right to discharge an Employee immediately for insubordination, dishonesty, intoxication or gross misconduct. If the Union notifies the Company within ten (10) days after such discharge (thirty (30) days in the case of a News Desk Associate) that in its opinion such discharge is not justified, such discharge may be submitted to grievance procedure and arbitration under the provisions of Articles XII and XIII hereof. If the final decision of the arbitrator is that the discharge was not justified, the arbitrator shall order the reinstatement of the Employee involved to the position held by him/her with his/her seniority standing and all other rights unimpaired (unless in the interval his/her position has been eliminated or unless the arbitrator finds that the Employee's conduct subsequent to his/her discharge would justify his/her discharge) and with or without an award for the net wages (as hereinafter defined in Paragraph G hereof) lost by him/her either in whole or in part, as may be decided by the arbitrator.

E. The Company shall have the right to discharge an Employee for incompetence. An Employee who has one year or more of service shall have the option of electing to sign a release, attached as Exhibit A, in favor of the Company and receive severance pay of two weeks per year of service in lieu of the severance pay provided in Article XI or electing to

submit his/her discharge to arbitration under the provisions of Article XIII and receiving severance pay in accordance with Article XI. If the option is exercised, the termination shall be deemed a resignation by mutual consent.

(i) In the case of Newswriters, Promotion Writer/Producers, News Assignment Deskpersons and Writers, and Editors, “incompetence” for purposes of discharge shall mean inability and/or unwillingness to perform the particular type of writing assignment (in the case of Editors, editing assignment) required by the Company. In the case of Network and WCBS-TV Researchers, “incompetence” for the purposes of discharge shall mean inability and/or unwillingness to perform the particular type of research required by the Company. In the case of News Desk Associates employed in New York, “incompetence” for the purposes of discharge shall mean inability and/or unwillingness to perform the particular type of News Desk Associate assignment required by the Company. In the case of Graphic Artists, “incompetence” for the purposes of discharge shall mean inability and/or unwillingness to perform the particular type of graphics assignment required by the Company. In any arbitration proceeding where the discharge is for incompetence, as above defined, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall find that incompetence is established 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. 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. If the final decision of the arbitrator is that the Company has acted arbitrarily or capriciously, the Company shall be obligated to reinstate the Employee, and the Employee shall be entitled to receive the net wages (as hereinafter defined in Paragraph G hereof) lost by him/her during the period of nonemployment by the Company following his/her discharge. Such period shall on his/her reinstatement be credited for all seniority purposes under this contract.

(ii) Subsection E(i) does not apply to News Desk Associates employed by the Company in Chicago.

F. Acceptance by an Employee of severance pay shall not constitute an estoppel.

G. The term “net wages,” as used in Paragraphs D and E hereof, shall mean 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 he/she would otherwise have spent in the service of the Company.

H. In computing seniority for purposes of this Article, the seniority of an Editor who has been promoted from Newswriter to News Editor shall include full credit for time spent as a Newswriter.

(See also Sideletter 3)

XI. SEVERANCE PAY

A. Newswriters, Promotion Writer/Producers, News Assignment Deskpersons and Writers, Researchers and News Desk Associates laid off or discharged for causes other than insubordination, dishonesty, intoxication or gross misconduct shall receive severance pay in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT OF SEVERANCE PAY</u>
0 - 3 months	0
3 - 6 months	2 weeks
6 - 12 months	3 weeks
12 months to 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 years and over	15 weeks

The Company will also give individual consideration to all entitled to receive severance pay.

B. If a News Editor who has been employed by the Company more than six months is laid off, or is discharged for causes other than insubordination, dishonesty, intoxication or gross misconduct, the Company agrees to give such News Editor severance pay of one (1) week's staff salary for each full year of employment, but the minimum amount payable hereunder shall be two (2) weeks' severance pay. In computing seniority for purposes of this paragraph, the seniority of an Editor who has been promoted from Newswriter to News Editor shall include full credit for the time spent as a Newswriter.

The Company will also give individual consideration to all entitled to receive severance pay.

C. In the event of any layoff or discharge of a Graphic Artist except for dishonesty, intoxication, or gross insubordination, or where the Union requires a discharge for non-payment of dues, the Company will pay in an amount equal to one (1) week's pay for each year of Company seniority; provided, however, that in no event shall a regular Employee receive less than two (2) week's severance pay.

D. Any employee who gives less than two weeks notice of resignation shall lose his/her accrued but unused vacation, except where prohibited by law. This forfeiture shall

be one (1) day for each work day less than the above required two week notice period, e.g., if only one week of notice is given, the forfeiture shall be limited to five (5) days.

XII. GRIEVANCE MACHINERY

A. In the event of any dispute, controversy, claim or grievance (hereafter called “grievance”) arising out of the interpretation or breach of this Agreement or the applicable supplement, between the Union and the Company or between an Employee and the Company, the parties thereto agree promptly and in good faith to attempt to settle such matter between them amicably. For the purpose of resolving any differences of interpretation arising out of this Agreement, there shall be grievance machinery established, consisting of two (2) representatives designated by the Union who shall have the right to meet with Company representatives when such matters arise. At or before the grievance meeting, the party raising the grievance shall set out the nature of its claim in writing, and provide a copy to the other party.

Time limits set forth in this Article shall be binding on the parties. Notwithstanding the foregoing, any and all time limits set forth herein may be waived in writing by the mutual consent of the parties.

B. If a grievance is not resolved in the meeting referred to above, the parties may agree to the optional Step Two procedure set forth below. If the parties do not agree to hold the Step Two procedure, the grievance may be referred directly to arbitration without any tolling of time limitations.

(i) The Step Two Panel shall consist of three representatives designated by the Union and three representatives designated by the Company. The Panel shall meet as necessary to conduct hearings, and attempt to resolve any dispute brought before it. The hearing shall be conducted in an orderly fashion, but shall not be bound by rules of evidence and technicalities of procedure.

(ii) It is the intent of this Agreement that the Panel members shall use their good faith, best judgment and common sense, as persons experienced in the broadcast industry, in attempting to resolve the disputes brought before them. If any four members of the Panel agree on a decision, such decision shall be final and binding upon the parties and upon the Employees involved.

(iii) Decisions of the Panel shall be no-precedent in nature and shall not be cited by either party in any arbitration or subsequent Step Two proceeding.

(iv) If no decision is agreed upon, then in any subsequent arbitration or other proceeding, no reference shall be made to the Step Two grievance proceeding or to any statements or discussions therein, or to the failure of the Panel to settle the dispute.

(v) Each side shall bear its own costs of the Step Two procedure. The Company, upon request of the Union, shall make reasonable efforts to release witnesses for hearings. The attendance of witnesses covered by this Agreement shall be on the basis of unpaid leave of absence for Union business unless the Company and the Union expressly agree otherwise. Union designated Panel members who are employed by the Company will not have their base pay reduced by virtue of serving on such Panel. In addition a Union designated Panel member employed by the Company who has been upgraded to Acting Editor for at least one hundred twenty-five (125) full days during the preceding calendar year shall receive Acting Editor fees for any day of Panel service.

XIII. ARBITRATION

A. In the event that such grievance cannot be settled by the parties through the grievance machinery, then either party may submit it to arbitration. Except as otherwise provided herein, the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association shall apply; provided that if such grievance has not been submitted to arbitration within six (6) months following the date on which the facts giving rise to the grievance were known by the party filing the grievance but, in no event, more than one (1) year following the date on which the grievance arose, such grievance shall be deemed to have been abandoned. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof.

B. A demand for arbitration shall be made in writing. Such demand shall specify the applicable contract provision(s) claimed to have been breached, where the alleged breach is based upon a specific contract section. This provision shall not be construed as a waiver by the Company to argue issues of substantive arbitrability to the arbitrator, nor by the Union to argue to the arbitrator that its demand should be amended. There shall be one (1) arbitrator. Within fifteen (15) days of the demand, the Union and the Company shall jointly select the arbitrator. A permanent board of arbitrators has been selected to hear disputes during the term of this Agreement.

In New York the panel shall consist of:

Susan McKenzie
 Carol Wittenberg
 George Nicolau
 To Be Determined

In Washington the panel shall consist of:

Herbert Fishgold

In Los Angeles, the panel shall consist of:

To Be Determined

In Chicago, the panel shall consist of:

George Fleischli
 To Be Determined

Each Arbitrator shall hear disputes on a rotating basis; however, in the event the appropriate Arbitrator has no available dates for hearing the case within a two (2) month period, either party may elect to proceed to the next Arbitrator.

The permanent board of arbitrators shall serve for the duration of the Agreement unless either party, thirty (30) days prior to expiration of the Agreement, requests the removal of any arbitrator by notice in writing to the other party. In such event or in the event an arbitrator should resign or for other reasons be unable to perform his/her duties, the arbitrator's successor shall be chosen by mutual agreement of the parties.

Until such time as a permanent board of arbitrators is agreed upon by the parties or in the event that at any time no arbitrator who is a member of the board is available, an arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision in writing shall be final. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator. The award of the arbitrator shall be made within thirty (30) days after the close of the hearing, and shall be accompanied by the opinion.

C. In the case of discharge of any Employee, where the discharge is subject to arbitration, the parties agree to the following expedited procedures in lieu of the grievance and arbitration procedures specified above:

(i) The Union and the Company shall, upon execution of this Agreement, mutually select a panel of five (5) arbitrators who will have indicated willingness to arbitrate a case under this section expeditiously.

(ii) Written or telephone notice of the discharge will be given to the appropriate office of the Union.

(iii) Within fifteen (15) days of receipt of such notice to the Employee or the Union, whichever is later, the Union may notify the Company in writing of its intent to submit the discharge to arbitration. In such case, the parties will select an Arbitrator in order from a list agreed upon by the parties. The order shall be determined as follows: the first such arbitration shall be submitted to the first arbitrator appearing on the applicable list. The second such arbitration shall be submitted to the arbitrator whose name appears next on the applicable list after the name of the arbitrator selected to hear the first arbitration, and so on in rotation. If the arbitrator so selected can not or will not offer a date within thirty (30) days of the notice of arbitration, either party may opt to move to the next arbitrator on the list, and so forth with regard to the other arbitrators with respect to whom

the same procedure shall be followed. If no arbitrator can hear the case within thirty (30) days, the parties will select the arbitrator from the panel who is able to hear the case at the earliest date after the notice of arbitration. The parties agree that postponements will be made only by mutual consent or because of extraordinary circumstances.

(iv) There shall be no transcript of the proceedings.

(v) Briefs, if any, must be filed within five (5) business days after the hearing.

(vi) The Arbitrator shall issue an Award within five (5) business days of the close of hearing or the receipt of briefs, whichever is later.

(vii) The Arbitrator's Opinion shall follow within five (5) days of the Award. For purposes of legal appeals from the Arbitration Award only, the parties agree that the award shall be considered to have issued at the time of the issuance of the opinion.

D. At arbitration hearings the release of Company employees who are covered by this Agreement, and whose attendance is requested by the Union, will be on the basis of an unpaid leave of absence for union business, unless the Company and the Union expressly agree otherwise. Nothing herein shall hamper or interfere with the Company's ability to operate its business.

E. Subject to the Company's performance of the foregoing, the Union agrees that it will not directly or indirectly authorize, aid, encourage, direct, abet or participate in any stoppage of work during the arbitration or prior to the rendition of the award, and the parties agree that all awards rendered will be binding upon them. Subject to the Union's performance of the foregoing, the Company agrees that it will not directly or indirectly lock out the Employees under this Agreement during the arbitration or prior to the rendition of the award.

F. Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

G. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement. In no event shall the arbitrator's award be retroactive to a date more than eighteen (18) months prior to the date when the demand for arbitration was served.

Time limits set forth in this Article shall be binding on the parties. Notwithstanding the foregoing, any and all time limits set forth herein may be waived in writing by the mutual consent of the parties.

XIV. LOCKOUTS - STRIKES

A. 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.

B. 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, (1) it will not strike against, picket or boycott the Company, or directly or indirectly interfere with any of the Company's operations, as to the Employees covered by this Agreement with respect to services rendered hereunder; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet or participate in any such strike, picketing, boycott or interference with any of the Company's operations; (3) it will instruct its members to perform their contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other union, or by the Union concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any Employee because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

E. The provisions of this Article do not apply to Graphic Artists. See Graphic Artists' Supplement, Article XII.

XV. NO DISCRIMINATION

The Company and the Union represent that they have not, and agree that they will not, discriminate against applicants for employment or Employees because of sex, race, creed, color, national origin, ~~or~~ age, sexual orientation, marital status, physical disability, or union activity.

Any dispute under the provisions of this Article XV may be taken up under the provisions of Article XII but shall not be subject to arbitration.

XVI. BULLETIN BOARDS

The Company agrees to provide bulletin boards suitably placed for the sole use of the Guild.

XVII. SENIORITY LISTS

Seniority lists will be maintained either as provided for in the Supplements to this Agreement or if not specified therein, in accordance with past practice.

XVIII. NOTICES

Notices required under this Agreement shall be sent to the Union at its respective addresses in New York or Los Angeles, in accordance with the employment location of the Employees covered.

XIX. SHOP STEWARDS AND INSPECTION

Duly authorized representatives of the Union may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company, except at any places where the Company reasonably deems secrecy essential; in such latter places, Union representatives shall consist only of Employees regularly working at such places. The Company further agrees to recognize Employee(s) designated by the Union as Shop Steward(s) or Alternate Steward(s) and to permit such person(s) to engage in such legitimate Union activities that do not interfere with normal operations. Upon timely request of the Employee, and subject to operating needs, the Company will rearrange 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 on his/her own time. For Council (Board) members and Shop Stewards who must travel to such meetings from another state (other than one neighboring New York State), the Employee's regular days off may be rescheduled to include the meeting day plus either the day before or the day after such meeting.

XX. WORKING CONDITIONS

A. The Company agrees to provide Employees with adequate physical working conditions.

B. The Company recognizes that during the first week of employment a new Employee may require familiarization with the area of the Company operation to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such

familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other Employee.

C. Upon request, the Company shall make available to all Employees covered under this Agreement lockable storage space.

D. See also Editors Supplement, Article VII.

E. A Joint Committee on Safety and Health will be established in each city where the Company employs Employees covered by this Agreement. Each Committee shall consist of an equal number of Union and Company representatives, provided that no Committee shall consist of more than six members. The Committee may be convened to discuss any physical working conditions complaint affecting covered employees in that city including the installation, maintenance, proper use and potential hazards of VDT equipment, response to and protection from biohazard and other threats to workplace safety, worksite safety protocols, evacuation procedures and drills, etc. On an ad hoc basis, either the Union or the Company may include other appropriate individuals in the Committee's discussions.

F. Upon request, the Company will provide an anti-glare screen and/or a hood for any video display terminal ("VDT") regularly used by any employee covered by this Agreement. Further, the Company will, upon request, test VDTs and graphics equipment incorporating a video display, used by employees covered hereunder, for non-ionizing radiation. Such VDT tests will not be requested more often than once every six (6) months per shop. The results of such tests will be made available to the Guild. (See also Sideletter 6.)

G. In Los Angeles, a Guild representative from each location will be invited to serve on the Committees which have been established at Television City and Columbia Square to formulate emergency Safety plans for each location in the event of an earthquake. The Guild will select its representative to each Committee. On an ad hoc basis, the Committees may include other appropriate individuals in their discussions.

H. The Company will inform employees about the proper use of VDT's both currently and as new information becomes available.

I. The Company shall provide adequate training on new equipment and/or in new methods to assist employees in acquiring the skills they will be required to use on the job. The training will include hands-on time on equipment in addition to instruction by a person who is well-versed on that equipment.

Correspondingly, the Union recognizes the employees' need to acquire such skills in a manner that is responsive to the Company's changing needs, including any new or different methods, operations and/or technology employed in the broadcasting industry.

The nature and amount of such training shall not be subject to arbitration, except that such limitation shall not apply in the event of a grievance or arbitration of any discipline.

J. All entries submitted by the Company for awards for programming produced hereunder must identify all the writers/graphic artists who made a significant contribution in writing/creating the material being entered and identify them as writers/graphic artists. The determination of significant contribution shall not be subject to arbitration, but in the event of a dispute, such determination shall be subject to a review by a committee composed of representative(s) of the Company and representative(s) of the Guild.

K. The Company will maintain current anti-crime lighting where it exists and give good faith consideration to suggestions for enhanced lighting.

L. CBS will abide by all legal requirements with regard to building evacuation plans and fire drills. Except as directed by a governmental authority, no Employee shall be directed or required to remain at his/her work station if he/she reasonably believes that he/she is in physical danger from fire or other event.

XXI. STAFF BENEFITS (See also Sideletter 13.)

A. Payroll Classification: All Employees covered by this Agreement shall be classified for payroll purposes in such fashion as to insure that they will receive, commencing with the date of their employment, all employee benefits accorded Staff Employees under this Agreement.

B. All Staff Employees employed by CBS are eligible to participate in the following benefits:

- CBS Life and Accident Insurance Plans
- CBS Travel Accident Insurance Plan
- CBS Long Term Disability Plan
- CBS Flexible Spending Account (FSA) Plan

C. CBS 401(k) Plan: The Company agrees that all Employees covered by this Agreement shall be eligible to participate in the CBS 401(k) Plan, subject to the terms and conditions of the plan. Effective March 1, 2000, all WGA staff remain in CBS 401(k) Plan at one-half the applicable rate of the Company match for non-union employees.

D. WGA Health Plan: Staff employees are covered by the Writers' Guild-Industry Health Fund at the applicable rate in the MBA on all earnings capped at a maximum of 9%. All Staff employees 55 or older or with a combination age and years of service equal to or greater than 70 as of March 31, 1999 will be eligible for CBS retiree medical when they retire from CBS/ CBS Radio unless the retiree qualifies for WGA retiree medical. (See also Sideletter 18.)

E. WGA Pension Plan: Effective January 1, 2011, Staff employees are covered by the Producer-Writers Guild of America Pension Plan at a contribution rate of six percent (6.0%) on gross earnings.

“Effective December 31, 2010, Staff employees shall no longer be eligible to receive new grants under the CBS Fund the Future Restricted Share Unit Program and will cease to accrue additional Years of Service toward their Continuous Employment Period for determination of benefits accrued under the CBS Combined Pension Plan* with the exception of those twelve (12) Staff employees who were grandfathered in the CBS Pension Plan component of the CBS Combined Pension Plan. Those employees will continue to participate in such plan.

* Employees hired or rehired after March 31, 1999 are not eligible for the CBS Combined Pension Plan”

F. CBS Educational Assistance Program: Staff Employees covered by this Agreement will be eligible to participate in the Company educational assistance program, subject to the terms and conditions of said plan.

G. A qualified Company representative shall meet with Employees on an annual basis to review all Company benefits in which Employees may participate. This requirement can be met by a meeting open to other employees of the Company.

XXII. SEPARABILITY

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.

XXIII. PAY DAY

CBS reserves the right to designate the pay day on an individual location basis, and may issue pay checks every two weeks or twice monthly. The Company agrees to give the Guild at least thirty (30) days notice of any change in the pay day.

Where an employee's regular paycheck has an acknowledged shortage of two hundred fifty dollars (\$250.00) or more, or the acknowledged shortage is equal to or greater than an employee's one-day pay, whichever is less, and the employee notifies the appropriate management of the shortage on the day he receives the check or notice of direct deposit, CBS will issue a special check in the amount of the shortage. This check should normally be issued three (3) business days after notification. This provision shall not apply where the shortage is caused by the employee completing a time sheet incorrectly or submitting it late.

XXIV. EFFECTIVE DATES AND DURATION

This Agreement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

The term of this Agreement shall be from April 2, 2010, through April 6, 2013. The parties agree that at least sixty (60) days prior to April 6, 2013 they shall in good faith negotiate with respect to a new Agreement to take effect upon the termination hereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this __19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

EXHIBIT AACKNOWLEDGMENT AND RELEASE

I acknowledge, understand and agree that, in exchange for receiving severance pay from **[CBS BROADCASTING INC./INFINITY BROADCASTING CORPORATION]**, I WAIVE (GIVE UP) ANY CLAIMS WHICH I MAY NOW HAVE, WHETHER KNOWN OR UNKNOWN, AGAINST **[CBS BROADCASTING INC./INFINITY BROADCASTING CORPORATION]** or any predecessor, or any subsidiaries and other related entities, including but not limited to **[station]** and Viacom Inc. (hereinafter collectively referred to as **["CBS"/ "Infinity"]**), and will not now, or in the future, accept any recovery in any forum, nor will I pursue or institute any claim, suit or legal action against **[CBS/Infinity]** or any predecessor or related entity of **[CBS/Infinity]** or any current or former officers, directors or employees of **[CBS/Infinity]** or any predecessor or any related entity, or their successors and assigns, which is based upon or arises out of any aspect of my employment covering the period of [start and end dates of employment] with or separation from **[CBS/Infinity]** including, but not limited to, any claims for attorneys' fees, any claims which I may have under any contract or policy, whether such contract or policy is written or oral, express or implied, and any claims which I may have based upon any Federal, State or Local statutes, orders or regulations, including but not limited to those concerning leaves of absence (including the Family and Medical Leave Act of 1993, as amended) and those concerning discrimination on any basis including, but not limited to, race, color, creed or religion, sex, sexual harassment, national origin, age (including the Age Discrimination in Employment Act of 1967, as amended), handicap or disability, marital status, height, weight or sexual preference or orientation. Notwithstanding the foregoing, I have not waived and/or relinquished any rights I may have to file any claim which cannot be waived and/or relinquished pursuant to applicable laws. This release is not intended to apply to insured benefits, if any, for which I am eligible, pursuant to the terms of any employee benefit plan in which I am, or have been, a participant.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS RELEASE. I UNDERSTAND THAT I HAVE THE RIGHT TO, AND THAT I SHOULD, CONSULT AN ATTORNEY BEFORE SIGNING THIS RELEASE. I UNDERSTAND THAT I HAVE 21 DAYS FROM THE DATE OF THIS RELEASE TO CONSIDER IT AND TO CONSULT AN ATTORNEY. I ALSO UNDERSTAND THAT IF I SIGN THIS DOCUMENT, I HAVE 7 DAYS TO REVOKE THE AGREEMENT. I FURTHER UNDERSTAND THAT PAYMENTS TO WHICH I MAY BECOME ENTITLED BY SIGNING THIS DOCUMENT WILL NOT BE PAID UNTIL AFTER THE 7 DAYS DURING WHICH I MAY REVOKE THIS AGREEMENT, OR AFTER THE OFF-PAYROLL DATE, WHICHEVER IS LATER. I AM SIGNING THIS RELEASE VOLUNTARILY.

Signed: _____ Date: _____

Additional Language for California Releases

I hereby agree to expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. (Section 1542, California Civil Code)

EXHIBIT B

In accordance with XXI. STAFF BENEFITS, Paragraph E, below are the names of the twelve (12) Staff employees who were grandfathered in the CBS Pension Plan component of the CBS Combined Pension Plan:

CND-NY	ABBATE	DAVID
WBBM-AM	BENES	JAMES
WBBM-AM	COLVIN	LEON
CND-NY	CORUJO	ROBERT
NET RADIO	DANK	HARRY
WBBM-AM	GRAY	DUANE
WBBM-TV	SCHAEFER	ALLEN
WBBM-AM	SCHUBLE	DONALD
KNX-AM	SHAUN	JACQUELYNE
WCBS-AM	SPENCER	RICHARD
NET RADIO	WHITE	CHARLES

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Copies of Union Security Provision)

This will confirm our understanding that the Company will request its Personnel Department to furnish to all new Employees covered by the WGA Staff Agreements a copy of the Union Security Provision of this Agreement.

SIDELETTER 2

(Work-Related Complaints)

This will confirm our understanding that if a written work-related complaint about an Employee is made a part of the Employee's record, such Employee will be given the particulars of such complaint in writing and a copy will be given to the Union. Any written response by the affected Employee will likewise be made a part of such record. However, no such work-related complaint that is older than three (3) years, during which time no other incident occurred and unless such work-related complaint resulted in the Employee's suspension, shall be used in a grievance and/or arbitration proceeding. Additionally, the affected employee's response, if any, shall accompany the complaint if and when the complaint is made available by the Company for scrutiny by anyone.

An Employee may request that he/she be afforded an opportunity to see such record. Such record shall contain all personnel records kept by the personnel department and/or any other Company Employees as pertains to such Employee. Such request shall be made in writing to the appropriate department head, and will be granted during regular office hours, as soon as possible consistent with schedule requirements and the number of such requests received. The Company shall establish reasonable procedures for review of such records which may include a requirement that the Employee initial and date each document viewed.

SIDELETTER 3

(Discharge and Layoff)

During the 1987 negotiations the Company and the Union had full and frank discussions concerning the changing nature of the broadcasting business and the impact of increasing competitive forces.

As to discharge: In agreeing to make no changes in the discharge for incompetence provisions of Article X, of this Agreement the parties acknowledge: (i) over time, job requirements and the demands of the broadcasting business change; (ii) while absolute consistency is not possible in evaluating the employees covered by this agreement, if an employee's job performance is unsatisfactory, a management critique shall specify the areas in need of improvement and there will be opportunity for the individual to improve his/her job performance; and (iii) it is in the best interests of all concerned that such disputes be handled promptly and, if a discharge is arbitrated, that it be tried expeditiously.

As to layoff: In order to avoid the inherent uncertainties, and consequent disputes, in applying a "comparative abilities" test in a layoff and in order to provide a mechanism whereby the Company can continue to employ the employees it deems critical for continued operation after a layoff, the parties have agreed to the following:

All layoffs shall be in inverse order of seniority, provided that up to one-quarter of the staff on the affected seniority list* may be protected from layoff irrespective of seniority. Where the affected seniority list is not evenly divisible by four, the number that may be protected shall be rounded up to the nearest whole number for remainders of one-half or more, and otherwise rounded down, but not less than one individual in any event. Prior to the layoff the Company will notify the Guild of the Employees who will be so protected, but the Company's choice of the Employees will be final and not subject to arbitration.

An Employee shall receive two weeks' notice of layoff, or pay in lieu thereof.

An Employee who is laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the layoff had been

* All Newswriters and Editors, employed before and after March 1, 1977, on staff in the shop in which the layoff is to occur shall constitute the "affected seniority list."

in strict inverse order to seniority, will receive an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XI.

The Company may offer a laid-off Employee an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XI, in exchange for the Employee's waiver of his/her rights to future staff and temporary employment. The Company's offer shall be made in writing at the time the Employee is notified of his/her layoff. If the Employee accepts, the Company shall be notified in writing no later than one week after the effective date of the layoff.

SIDELETTER 4

(Staff Vacancies)

This letter confirms our understanding of the meaning of Paragraph B. of the Temporary Employees article of the Supplements to the 1984 National Agreement with regard to staff vacancies. Paragraph B. does not require a reduction in the number of Temporary Employees who are employed at the time the staff vacancy occurs. For purposes of that paragraph, and without prejudice to the position of either party in other contexts, a layoff does not create a staff vacancy. Based on this understanding, CBS has agreed to include the 1984 Paragraph B. as part of Paragraph B.1. of the Temporary Employees article of the Supplements to the National Agreement.

SIDELETTER 5

(Resignation by Mutual Consent)

This letter clarifies the expression "resignation by mutual consent" which was introduced into the Temporary Employees articles of the 1987 Supplements.

It is our mutual intention that this language is limited to situations in which monetary consideration is given in exchange for an Employee's resignation, in other words, a "buyout."

SIDELETTER 6

(VDT'S)

During negotiations for the 1990 National Agreement and Supplements, the Guild expressed its concern that working in close proximity to VDT's may be hazardous to employee health. The Company stated that, while there was no consensus in the scientific community about the effects of non-ionizing radiation emitted by VDT's nor what safeguards, if any, might be effective against them, the Company agreed that, wherever practicable, it shall endeavor to arrange workstations so that each employee covered hereunder regularly using a VDT works at least three feet from the sides and back of any VDT in use. It is understood that in some shops the Company may not be able to arrange said workstations, but any re-design and/or reconstruction of such facilities shall be consistent with this Sideletter.

SIDELETTER 7

(Auditions)

If the Company offers a regular staff employee an opportunity to audition (i.e., an on-the-job try-out) for any position in the Company, the Company will allow the employee to be released for such audition on the following terms and conditions: (1) such release shall be granted only if the employee's regular work schedule does not otherwise permit the employee to undertake the audition; (2) such audition shall be scheduled at a time mutually convenient for both units and the employee, with no less than four weeks' prior notice; (3) the employee shall be released for a mutually agreed upon period of time not to exceed one week; (4) no more than one employee from each unit may be released for any such audition at any one time; (5) an employee may have no more than one such release in any calendar year; and (6) an employee engaged in such audition shall be paid at the applicable rate of the position for which he/she is auditioning for the period of such audition. It is understood that the Company is not obligated to offer auditions to any employee.

SIDELETTER 8

(Burdensome Schedule)

The Company and the Union shall meet, at the request of the Union, to consider a change of schedule for any employee who has worked for what the Union or the individual considers an unreasonable length of time on a late night or early morning shift, weekend shift, and any schedule changes that result in personal hardship or unusual inconvenience.

The Company's decisions under this sideletter shall not be subject to the arbitration provision of this Agreement.

SIDELETTER 9

("Punishment Detail")

Should the Guild claim that an Employee's ongoing schedule is, in effect, a "punishment detail" and has been assigned without valid reason, the Guild may request a special meeting with the Company to discuss the matter. The Company's representatives will include the person responsible for making the decision, the executive to whom that individual reports (if requested by the Guild), and a representative of the Industrial Relations Department.

At such meeting, the parties will discuss the scheduling decision that has been disputed and a good faith effort will be made to resolve any dispute. It is understood that management decisions with respect to scheduling matters covered by this paragraph are not subject to arbitration.

SIDELETTER 10

(Child Care)

During negotiations for the 1990-1993 WGA-CBS National Agreement and Supplements thereto, the Guild raised the issue of the need for enhanced assistance to

working parents whose children need care while they are at work. The parties recognize that while this problem is one of urgent concern to working parents, it is also exceedingly complex and susceptible to no simple solution. Accordingly, the Guild and the Company agree to establish a Joint Committee which shall meet forthwith to study the problem of assistance to working parents as it relates to Guild members who are employed on the staff of the Company.

The Joint Committee shall look into the feasibility of negotiating reduced rates at child care centers which appear on the Company's referral list.

SIDELETTER 11

(1993 Non-Exclusive Technical Duties)

This will confirm our understanding concerning the Company's agreement to reinstate the last paragraph of the Non-Exclusive Technical Duties Sideletter (e.g., New York Newswriters Agreement, Sideletter 4).

The parties agree that the Company's proposal to delete, and agreement to reinstate, this clause shall be non-citable in any grievance, arbitration or other proceedings.

Further, the Guild has agreed that it will cease processing any pending unfair labor practice charge, grievance or arbitration concerning hyphenation on UP TO THE MINUTE and will refrain from filing any new unfair labor practice charge(s), grievance(s) or arbitration(s) concerning hyphenation on UP TO THE MINUTE. If such technical duties become nonexclusive, the Guild will withdraw with prejudice any pending unfair labor practice charge, grievance or arbitration concerning hyphenates on UP TO THE MINUTE. Such withdrawal shall not be cited by either party except as necessary to enforce this Agreement. If the Company and the Union which currently has exclusive jurisdiction over technical functions do not agree in their next negotiations to make the currently hyphenated technical functions nonexclusive, the Guild reserves the right to grieve and arbitrate and/or file a ULP against the company's right to hyphenate employees covered by this Agreement into technical functions on UP TO THE MINUTE, it being understood that each party shall retain the same rights with respect to statute of limitations and laches that each may have had as of March 1, 1993 on currently filed or new claims.

Newswriters assigned to UP TO THE MINUTE prior to April 2, 1996 will continue to be hyphenated as long as they work on UP TO THE MINUTE.

UP TO THE MINUTE members shall be automatically enrolled in the Pension Plan, not the Health Fund, due to duplicative coverage.

SIDELETTER 12

(Workload)

During the 1993 negotiations, the Guild expressed the concern that its members were being subjected to excessive workload and overtime. While not in agreement with the Guild on the merits, the Company agrees 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 Company management in each city. These Committees 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, in each city to discuss workload and overtime issues. A request for additional meetings shall not be unreasonably denied.

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

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

SIDELETTER 13

(Benefits)

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

The parties also agree that notwithstanding anything contained in this Sideletter to the contrary, anyone leasing or buying all or part of an operation 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 an operation or facility 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 Sideletter 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.

SIDELETTER 14

(Workweek Committee)

During the 1996 negotiations, the Union proposed the adoption of a four-day work week. While the Company did not agree to adopt such a schedule, the parties did agree that in any particular operating unit where either party wants to establish a four-day work week, the Company and the Guild will establish a Work Week Committee composed of an equal number of representatives from the Company and the WGAE or WGAW, as appropriate. The parties shall engage in good faith discussions of the issues. The parties may, by mutual agreement, establish such a four-day work week on the basis of such terms and conditions as may be negotiated.

SIDELETTER 15

(Interactive Services)

Except as set forth herein, during the term of this Agreement, the WGA will not challenge the Company's right to assign employees covered by this agreement to write material or to create graphic material for interactive services. Similarly, the WGA will not challenge the right of the Company to assign individuals not covered by this Agreement to perform such work. It is understood that where WGA-represented employees have jurisdiction over the graphic or written elements of a program, this right of assignment only applies to those elements which comprise the interactive elements broadcast with such program, not the program itself. For purposes of this sideletter, interactive services/elements shall consist of text, data and graphics, but not motion video, superimposed over programming.

Six (6) months prior to the expiration of this contract, the WGA shall have the option to submit the applicability of Guild jurisdiction under this Agreement regarding the writing or creating of graphic material for interactive services to an expedited arbitration procedure. Such an arbitration will be brought under the expedited arbitration provisions of the American Arbitration Association and an arbitrator (chosen from the list of arbitrators set forth at National Staff Agreement Article 13) shall render a decision before the expiration of this contract. Such decision shall be prospective only and shall not preclude either party from making proposals in the negotiations occurring immediately after the issuance of such award or any future negotiation.

This Agreement, including a decision not to file such arbitration, is without prejudice to either party's position concerning this issue.

SIDELETTER 16

(Pension and Welfare)

A. Resolve the issue concerning Temps on whom CBS has no opt out forms, whose pay was not reduced and who have received no benefits. Give those employees the option of getting retroactive pension credit by paying the requisite amount to the Company which shall then pay those contributions to the Pension Plan.

B. Confirm practice with regard to overscale employees that the deductions from employees are equal to the dollar amount of the applicable contribution percentage on scale.

<u>Calculation for a Newswriter</u>	<u>Weekly Salary</u>	<u>Pension & Health</u>
Weekly Top Scale	1,274.00	1,274.00
Override (15%)	191.10	191.10
Pension deduction (6%)		76.44
Health deduction (6.5%)		82.81
Total	1,465.10	1,305.85

Calculation for a Newswriter who is paid overscale:

	<u>Weekly Salary</u>	<u>Pension & Health</u>
Weekly Salary	2,000.00	2,000.00
Pension deduction		76.44
Health deduction		82.81
Total	2,000.00	1840.75

SIDELETTER 17

(Consolidations of Operations)

During the negotiations that culminated in the 2008 - 2010 WGA-CBS collective bargaining agreement ("CBA") the Company proposed that in the event that during the term of the CBA the Company decides to merge or consolidate all or part of the operations covered under the CBA (including the National Agreement and its Supplements) with another company or another component of the Company in a manner which affects the work required to be performed by, or assigned to, employees pursuant to the CBA, the Union will permit the Company to use employees who have worked at the network, station or other operation not covered by the CBA and which is to be merged or consolidated to perform work on behalf of one or more of the operations which is/are covered by the CBA with which the non-covered network, station or other operation is to be merged or consolidated, as follows:

In the event the Company decides it makes business sense to merge or consolidate one or more units covered by the CBA with a network, station or other operation not covered by the CBA and reopen the CBA to address that issue, the parties agree that the Company shall notify the Union of its desire to bargain over the Company's proposal to allow employees at the merged or consolidated operation not covered by the CBA to perform work on behalf of the merged or consolidated operation covered under the CBA. Such notice may be delivered by fax during business hours to Lowell Peterson, Executive Director, WGAE (or his successor) and David Young, Executive Director, WGAW (or his successor), and for purposes of this Sideletter, notice shall be deemed received on the business day on which the notice was faxed. In addition to faxing notification to Lowell Peterson (or his successor), the Company agrees to telephone and/or e-mail Lowell Peterson (or his successor) to inform him that a fax was sent to his office.

2. The Union agrees to meet with the Company within thirty (30) calendar days of receipt of such notification to bargain over the issue set forth in Paragraph 1. above. Prior to such meeting, the Company shall provide information to the Union concerning all aspects of the claimed merger or consolidation that is requested by the Union and is relevant to the Union's role as collective bargaining representative.

3. Under no circumstances will the provisions of the CBA be in any way modified for a period of ninety (90) days from the date bargaining commences. Unless there is mutual written agreement otherwise, the number of bargaining unit employees covered by the CBA on the day before such notice is delivered to the Union as described in Paragraph 1 above shall not be reduced by layoff during the ninety (90) day bargaining period. The Company shall have no duty to replace employees who voluntarily resign, are terminated due to incapacity or death, or who are terminated for cause during the ninety (90) day bargaining period.

4. The parties agree to endeavor to complete these negotiations within ninety (90) calendar days from the date the notification referenced in Paragraph 1. above is deemed received. If no agreement is reached by the parties during the ninety (90) day bargaining period, the Company may implement its last proposal on consolidation to the Union.

The parties acknowledge that the bargaining contemplated by this Sideletter shall not constitute a waiver of any legal right held by either of the parties and the parties expressly reserve all of their respective legal positions. If the parties (meaning CBS and the WGA) have not reached mutual agreement within the ninety (90) days bargaining period, either party may avail itself of any and all rights each party may have under the law and any applicable provisions of the CBA, including the right to initiate proceedings before the National Labor Relations Board. Nothing contained in this paragraph shall prevent the parties from continuing negotiations or attempting to reach agreement on their own at any time.

In the event the parties do not reach an agreement during the ninety (90) day bargaining period and the Company unilaterally implements its final offer after the conclusion of the ninety (90) day bargaining period, then the no-strike provision in ARTICLE XIV. LOCKOUTS-STRIKES of the Agreement shall be suspended effective upon the date of the implementation. However, if the Union has not exercised its right to engage in a strike within sixty (60) calendar days after the effective date of the implementation, the no-strike provision shall be reinstated.

SIDELETTER 18

(Retiree Health Benefits)

In order to provide retiree medical coverage to certain employees who transferred from the CBS Medical Plan to WGA Health coverage who would otherwise be ineligible for WGA Retiree Medical benefits upon reaching age 65, the parties have agreed that for any employee listed below who retires after reaching age 65 without having reached 17 years of credited service under the WGA Health Plan, CBS shall make such contributions at the rate of 8.5% (or the then applicable rate), based on the employee's average quarterly salary (calculated on the basis of the employer's final 12 months of employment), as are necessary so that such employee accumulates an amount equal to the contributions that would have been made on his/her account had he/she completed 17 credited years of service.

Thomas Harris
 Charles Howland
 Jay Pedinoff
 Margaret Toberman
 Alan Tullio

SIDELETTER 19

(Apprentice Program)

This will confirm the understanding we reached Friday, October 14, 2005, concerning the CBS Television Stations Group (CTSG) Apprenticeship Program. It is understood that this letter shall be considered part of the collective bargaining agreement which is negotiated to replace that which expired April 1, 2005. However, the Guild has agreed that the CTSG stations covered by the collective bargaining agreement, WCBS-TV, WBBM-TV, and KCBS-TV/KCAL-TV, may begin utilizing the CTSG Apprenticeship Program immediately.

The Apprenticeship Program provides that there shall be no more than one apprentice per station per calendar year working under this program, and each apprenticeship shall be for a six-month period. During this period the apprentice will rotate through various behind-the-camera functions. It is expected that an apprentice will spend four to six weeks in each function.

The Company has agreed that an apprentice working under this program at each of these stations will be required to join the Guild. The Guild has agreed to waive the initiation fee and dues for the apprentice, and has further agreed that while the apprentice is being rotated through functions which are within Guild jurisdiction, the terms of the appropriate Guild agreement will not apply to the apprentice.

SIDELETTER 20

(Hyphenation)

The parties agreed during negotiations for the 2010-2013 Agreement that employees in Writers Guild-represented positions may be hyphenated into other positions, union or non-union, and that non-Writers Guild-represented employees may be hyphenated into Writers Guild-represented positions. In either case, such employees shall select WGA benefits or the benefits which apply to the other position. Once such an election is made, the employee shall remain in the benefits selected.

It is understood that the rate for such hyphenates shall be at least one hundred dollars (\$100) per week above the higher of the scales applicable to that position.

It is also understood that the Company shall reimburse a hyphenate for the additional initiation fees.

It is further understood that an individual who is hyphenated into a Guild-represented position from a non-Guild-represented position shall not count as part of the Guild representation percentages listed in Sideletter 11 of the Staff Radio and Television Newswriters (New York) Supplement, Sideletter 9 of the Staff Radio and Television Newswriters (Chicago) Supplement, or Sideletter 18 of the Staff Radio and Television Promotion Writer/Producers and Newswriters (Los Angeles) Supplement.

**2010 - 2013 STAFF PROMOTION WRITER/PRODUCERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 STAFF PROMOTION WRITER/PRODUCERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010, 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio and Television Promotion Writer/Producers (as hereinafter more particularly defined), and CBS Broadcasting Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the “Company” referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term “Promotion Writer/Producer” shall mean all persons employed on the staff of the Company in New York on salary to write script, continuity, commercial, promotional and other “literary materials” as defined in this Supplement, designed to be broadcast whether live or pre-recorded.

C. The term “staff Promotion Writer/Producers” shall mean all persons employed by the Company:

(1) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(2) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(3) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

D. The term “staff Promotion Writer/Producers” shall not include:

(1) Writers employed principally for writing for electrical transcriptions or for writing items of news, special events or publicity or for writing principally for short wave or experimental broadcasting or other experimental purposes;

(2) department heads, managers or their immediate assistants who do not regularly write script, continuity and/or other literary material designed to be broadcast. The making of suggestions to others and/or the making of minor or incidental changes and/or revisions in scripts written by others shall not be construed as the performance of writing services within the scope of this Agreement.

E. The term “literary materials” shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

F. The Company will not ask Promotion Writer/Producers to write commercial copy. Simulated commercial copy written for program presentations and auditions shall not be construed as commercial copy so long as it is not broadcast.

G. Nothing contained in this Agreement shall prohibit the following individual from performing any writing duties for the Company, provided he/she is engaged primarily to perform managerial/supervisory duties:

for local television - one designated Manager

The Company does not intend to assign the supervisor designated herein to the writing of an entire promo script which will then be produced by a Promotion Writer/Producer. Writing by such supervisors shall not constitute more than an incidental portion of their duties.

H. Promotion Writer/Producers may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. HOLIDAYS

The following days shall be holidays:

New Year’s Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents’ Day (Third Monday in February)

Memorial Day (Last Monday in May)

Fourth of July (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving Day
Christmas Day (December 25)

In return for the Writer's being available for work on any or all holidays, he/she shall receive an additional week's vacation with pay. (See also Sideletter 4.)

III. USE OF MATERIALS

A. Materials Definitions: The following terms shall have the meaning ascribed to them in this Paragraph A wherever such terms are used in Paragraphs B, C, D, E and F hereof:

(1) The term "materials" includes all scripts, continuities, poems, plots, titles, characters, ideas and literary work of whatever nature.

(2) The term "broadcast materials" includes all materials written, furnished, or intended for use in radio and television broadcasting.

(3) The term "non-broadcast materials" means all other materials.

(4) The term "materials produced for the Company" means all materials written, conceived or furnished by the Writer as part of the Writer's routine work or pursuant to any specific assignment by the Company.

(5) The term "materials produced on the Writer's own time" means other materials written or conceived by the Writer.

B. Non-broadcast materials: Non-broadcast materials produced on the Promotion Writer/Producer's own time shall belong exclusively to the Writer 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 complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said materials.

C. Materials Produced for Company: All materials produced for the Company or which the Promotion Writer/Producer represents to the Company as having been produced for the Company shall belong to the Company, which shall have the sole and unencumbered ownership, right and use of all such materials for all purposes for all time except as otherwise hereinafter provided.

In the event that any script written for the Company by a staff Writer after April 1, 1956 and broadcast initially on a sustaining basis, is thereafter broadcast on a commercial basis, the staff Writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee one hundred (100%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

In the event that any script written for the Company by a staff Writer between January 1, 1954 and March 31, 1956 and broadcast initially on a sustaining basis, which was not broadcast on a commercial basis prior to April 1, 1956, is thereafter broadcast on a commercial basis, the staff Writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee fifty (50%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

D. Broadcast Materials Produced on Writer's Own Time: All broadcast materials (as defined in Paragraph A herein) produced on the Writer's own time shall belong exclusively to the Writer 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

It is further provided that where a Writer claims to have produced such broadcast materials on his/her own time, he/she must within five (5) business days of the creation thereof in order to have a basis for any claim against the Company for use thereof by the Company, submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this Paragraph shall not apply to any script for a program to which he/she is then assigned as part of his/her staff duties.

E. Package Services: The Company may, at its option, permit a staff Writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff Writer is unable adequately to perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the Writer and, in the event the Writer does not discontinue his/her services for such sponsor, agency or other person the Company may remove the Writer from its staff or, at its option, give the staff Writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

F. All subsidiary rights in broadcast materials produced for the Company, including but not limited to, motion picture rights, dramatic rights, book, magazine, newspaper publication rights, and merchandise rights (i.e., toys, novelties, games, cartoons, etc.) shall belong to the Company.

IV. FILM ASSIGNMENTS

It is agreed that the Company is not presently assigning any of its staff Promotion Writer/Producers to write material for film television programs. The Company agrees to notify the Union promptly of its decision to make any such assignment, and to commence bargaining with the Union, if the Union so requests, within ten (10) days after receipt of notice of such request from the Union. The Company agrees to continue to meet with the Union and to bargain in good faith with respect thereto. If no agreement is reached with respect to such assignments within sixty (60) days after the Company notifies the Union of its decision to make any such assignment, the Company agrees that it will discontinue such assignments, if made, and that it will not thereafter assign or hire any staff Promotion Writer/Producers to write material for film television programs during the term of this Agreement unless and until an agreement is reached between the Company and the Union with respect to such assignments.

V. NETWORK COMMERCIAL FEES

A. Each Writer assigned by the Company to write a commercial radio program, if such program is of the type covered by the successor agreement to the 1968 WGA Radio Freelance Minimum Basic Agreement, shall receive a commercial program fee of not less than the following amount:

<u>Program Length</u>	<u>1 Pgm. Per Wk.</u>	<u>2 Pgms. Per Wk.</u>	<u>3 Pgms. Per Wk.</u>	<u>4 Pgms. Per Wk.</u>	<u>5 Pgms. Per Wk.</u>	<u>6 Pgms. Per Wk.</u>
5 Mins. or less	\$52	\$79	\$100	\$121	\$135	\$148
10 Mins. or less (but more than 5 mins.)	\$58	\$103	\$135	\$163	\$180	\$201
15 Mins. or less (but more than 10 mins.)	\$114	\$156	\$201	\$239	\$271*	\$297
30 Mins. or less (but more than 15 mins.)	\$226	\$292	\$367	\$430	\$478	\$530
45 Mins. or less (but more than 30 mins.)	\$271	\$426	\$530	\$620	\$690	\$759
60 Mins. or less (but more than 45 mins.)	\$372	\$566	\$696	\$807	\$898	\$988
Over 60 Mins.	\$392					

All the above rates are subject to twenty percent (20%) discount where the Writer or Writers have a 13-week non-cancelable guaranteed contract.

B. Each Writer assigned by the Company to write a commercial television program, if such program is of the type covered by the successor agreement to the 1968 WGA Television Freelance Minimum Basic Agreement, shall receive a commercial fee of not less than seventy-five percent (75%) of the appropriate rate set forth in Article XI A or its successor Article of such Freelance Agreement.

*For writing scripts acquired from same Writer or Writers for use on serials, broadcast as five 15-minute programs per week: for the five scripts \$208.

C. Each Writer assigned by the Company to write a program for simulcast, shall, if both the radio and television programs are commercially sponsored, receive a total fee of no less than 1-1/3 times the applicable fee for the television program (if only one medium is sponsored, he/she shall receive no less than the appropriate fee for that medium as set forth in A or B of this Article), provided, however, that nothing in this subparagraph shall be construed so as to reduce the fees which any Writer may have individually negotiated.

D. In the event a Writer is writing a commercial program as of the date of this Agreement, he/she shall receive for such services the scale set forth above or his/her present fee, whichever is higher, and such higher fee shall apply so long as the program is written by the same Writer, sponsored by the same sponsor, and broadcast by the same company.

E. If any commercial program is discontinued and later reinstated by the Company during the term of this Agreement, the Writer shall receive the scale set forth in subdivision A of this Article, or the highest fee paid during the five-year period next preceding the program's reinstatement, whichever is greater, provided that the same Writer, the same program, the same sponsor, and the same broadcasting company are involved. All of the elements set forth in this subdivision E must be present, however, for this provision to apply.

F. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Writer writes only opening, closing, promotional, public service, and/or other "filler" material for a co-op program, which material is broadcast on the network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such Writer shall not be entitled to any commercial fee for such program.

G. Where more than fifty percent (50%) of the program is intended to consist of material written by a Writer covered by this Agreement, the time bracket applicable to such material shall be measured by the length of the program, but where fifty percent (50%) or less is intended to consist of material written by a Writer covered by this Agreement, the time bracket applicable to such material shall be measured by the time actually consumed by such material; provided, however, that in the case of a program of thirty (30) minutes or less the minimum time bracket shall be deemed to be one-third (1/3) of the program time, and in the case of a program in excess of thirty (30) minutes the minimum time bracket shall be deemed to be fifteen (15) minutes regardless of the number of minutes of writing.

H. Commercial fees paid to the Writers shall be in addition to, and not in lieu of, their basic staff salary, except that in any week in which a Writer receives commercial earnings from any source, his/her basic staff salary shall be reduced by an amount equal to twenty-five percent (25%) of such commercial earnings, but in no event shall his/her staff salary be reduced below \$72.50 per week, provided, however, that no such reduction shall be applied to such staff salary by virtue of any commercial earnings with respect to television programs. In the event that the Company assigns a staff Writer to one or more commercial radio programs for a period of one or more weeks, if the aggregate commercial script fees that would be payable under the WGA Freelance Radio MBA less a discount of twenty percent (20%) would exceed the Writer's aggregate basic weekly salary for such period of weeks, the Company may discontinue the sustaining staff services of the Writer and his/her weekly staff salary during such period of weeks. For services on such commercial radio programs, the Writer shall then be entitled to the applicable fees provided in the WGA Freelance Radio MBA, subject to a discount of twenty percent (20%), and shall be entitled to the rights in material provided under such Agreement. During each week in which the Writer is assigned to commercial radio programs hereunder, the Writer shall be entitled to receive an amount equal to the amount of his/her weekly staff salary, as an advance against his/her fees, the balance of such fees, if any, being payable within eleven (11) days after the delivery of the final script, as provided in the WGA Freelance Radio MBA. The Writer shall otherwise remain in the staff employment of the Company and shall retain all contract privileges and staff benefits, except staff salary to the extent provided above.

I. This Article V shall not apply to literary material which, although distributed by the Company as promotional material, is used by a local station within a commercial program.

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Writers, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Writer and the Company.

VII. SALARIES

Staff Writers employed by the Company shall be employed at the following minimum salaries:

<u>CLASSIFICATION</u>	<u>1/2/11</u>	<u>4/1/12</u>
Junior Writer	627.00	640.00
<u>Local Writer</u>		
0-2 Years	1,188.00	1,212.00
2-3 Years	1,260.00	1,285.00
Over 3 Years	1,337.00	1,364.00
<u>Network Promo/</u>		
<u>Producer/Producer Writer</u>		
0-2 Years	1,166.00	1,189.00
2-3 Years	1,236.00	1,261.00
Over 3 Years	1,354.00	1,381.00
Senior Writer	1,424.00	1,452.00

Any Writer who as of March 1, 1993 was receiving a staff salary in excess of the then applicable minimum, but not more than One-hundred dollars (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

B. After one (1) year's employment as a Junior Writer the writer shall be promoted to the position of Senior Writer or to the position of either Promotion Writer or Local Writer.

C. A Promotion Writer or Local Writer is a Writer engaged principally for writing promotional material designed to be broadcast locally or on the network and/or any material for local broadcasting. If a Local Writer is assigned by the Company to write for a network program, his/her minimum weekly salary for each week during which he/she is so assigned shall be not less than the minimum weekly salary in effect for Senior Writers as specified in Paragraph A above.

D. The Company may have in its employ only one Junior Writer at any one time.

E. Any staff Writer who at the time of his/her employment has had one (1) year or more of professional staff writing experience with a major network company, or who has written on a freelance basis two or more scripts which have been broadcast on a national network, or who has had writing experience which, in the opinion of the Company, is equivalent thereto, shall be employed as a Senior Writer or as a Promotion Producer-Writer or Local Writer at not less than the minimum for such position as hereinabove specified.

F. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

VIII. HOURS

Because of the professional nature of the work performed by the Writers, it is agreed that no commitment shall be made at this time with respect to the number of hours that Writers may be employed in each day or week. If, at any time in the opinion of a Writer or the Union, such Writer is required to work an unreasonable number of hours during any day or week, or is given an unreasonable work load, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement.

A Writer who is required by the Company to work a sixth (6th) or seventh (7th) day in a work week shall receive a compensating day off for each such sixth (6th) or seventh (7th) day worked. A compensating day off shall be taken at a time mutually agreed upon by the Company and the Employee. Compensating days off for working a sixth (6th) or seventh (7th) day shall be granted only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IX. CREDITS

The Company shall give video credit to the Writer for each television program he/she writes and audio credit to the Writer for each radio program of fifteen (15) minutes or longer he/she writes except where the special circumstances of the program make it inappropriate to give such credit, or where the writing is limited to routine leadins or leadouts or similar continuity of a routine nature, or where the Writer prefers otherwise and provided the Union consents. On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once a week on such programs to such Writer. Where such credit is not given in any week, credits must be given twice in the following week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

X. DINNER ALLOWANCE

Staff Writers shall be entitled to receive dinner money in accordance with the Company policy.

XI. TRANSFER

Any staff Writer transferred within the Company from one New York writing operation covered by a collective bargaining agreement with the Union to another such operation covered by a collective bargaining agreement with the Union shall retain his/her seniority standing and benefits.

The Company will notify the Union of any promotion or transfer of any staff Writer out of the unit.

XII. REPLACEMENT

Where a staff Writer is hired to replace another Employee in a specific job, the Writer so hired must be in the same category as the Writer who is being replaced, provided that the Company retains the right to hire a Junior Writer as specifically set forth in Paragraph VII of this Agreement.

XIII. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER

If a staff Promotion Writer/Producer is asked to serve as the producer of a program in addition to his/her duties as a Writer on the program, compensation in addition to his/her staff salary and the minimum commercial fee, if any is required, will be negotiated with the Writer.

XIV. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article VII. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article VII, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article VII. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-divisions within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance). In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article VII, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then

he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XV. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVI. MATTERS NOT SPECIFICALLY COVERED

Both parties agree that matters not specifically covered by this Supplement shall not be subjects of collective bargaining during the term of this Supplement.

XVII. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Producer Fees)

In connection with the WGA-CBS New York Staff Promotion Writer/Producers Agreement, it is agreed and understood that a Network Promotion Producer-Writer and/or a Senior Writer in Network Television are entitled to negotiate an additional fee when such Writer renders services as the Producer of a promotion announcement provided, however, that it is understood that the Company does not confer exclusive jurisdiction over the performance of producer functions to such Writers.

The Company agrees that any such fee paid to any such Writer shall not be reduced as a direct result of the making of this Agreement.

SIDELETTER 2

(Non-Exclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 3

(Writing Fees)

This letter confirms our agreement concerning the fees payable to New York Staff Promotion Writer/Producers for the writing of movie and/or feature openings, reprises and fill material for network commercial programs. The fee schedule is as follows:

<u>MATERIAL</u>	<u>LENGTH (Minutes)</u>	<u>FEE</u>
A. Fill material and reprises, and mini-series trailers aired in program time over 10 minutes	0 - 1 1/2	\$165
	over 1 1/2 to 2	248
	over 2 to 5	330
	over 5 to 10	495
		negotiated individually
B. Prime time movie openings (length does not include graphics time)	0 - 30 seconds	\$ 47
	over 30 sec. to 1 minute	82
	over 1 to 2	165

<u>MATERIAL</u>	<u>LENGTH (Minutes)</u>	<u>FEE</u>
	over 2 to 5	220
	over 5 minutes	negotiated individually

C. Generic openings to be negotiated individually with the writer

D. Late night movie openings

Single feature	all lengths	\$ 47
Double feature w/one generic opening	all lengths	47
Double feature w/two original openings	all lengths	47

E. Shooting of new material on location to be negotiated individually with the writer

Crediting of prior payments shall be applicable when the “new” material is substantially equivalent in whole or in part to the previously produced fill, reprise, or opening. It is understood that the determination of substantial equivalence will be made by the program department.

No replay nor reuse fees of any kind shall be required.

It is understood that nothing herein shall require the assignment of a writer nor the payment of a fee where simple information such as the name of the film and its stars are written for our use as called for by an outline or format sheet. It is further understood that the fee negotiated pursuant to Sideletter (I) of this Supplement covers the producing of the materials outlined in the schedule above.

SIDELETTER 4 (Compensatory Days)

During the 1987 negotiations the Guild stressed concerns held by the promo producer-writers whose primary assignment is promoting CBS News with respect to taking compensatory days earned as a result of working on sixth or seventh days. In an effort to deal with these concerns in a manner which accommodates the needs of both the department and the writers, upon notice to the Company the week after a compensatory day is earned, a writer may instead elect payment on a pro rata basis for a maximum of twenty (20) compensatory days.

Should work on sixth and seventh days become a concern of promo producer-writers with primary assignments other than CBS News, the Company will meet at the Guild's request to discuss whether a similar provision should be implemented for those writers.

In lieu of the language set forth in the second paragraph of Article II (Holidays), the Promotion Writer/Producers whose primary assignment is promoting CBS News shall be covered by the following language:

If a Promotion Writer/Producer is required to work on any of the holidays listed in the first paragraph of Article II herein or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and the Employee; further, if a Promotion Writer/Producer is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a Promotion Writer/Producer may become entitled pursuant to the foregoing, the Promotion Writer/Producer may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

In lieu of the above, a Temporary Employee working on any of the above holidays shall receive an amount equal to one-fifth of the applicable weekly salary.

SIDELETTER 5

(Seniority Lists)

The parties agree that the New York Staff Promotion Writer/Producers hired hereunder will be placed on one of the following three seniority lists as is appropriate to the assignment of such writer:

1. Network Television
2. Local Television
3. Radio

SIDELETTER 6

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

**2010 - 2013 STAFF RADIO AND TELEVISION NEWSWRITERS
(NEW YORK) SUPPLEMENT TO THE
WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 STAFF RADIO AND TELEVISION NEWSWRITERS
(NEW YORK) SUPPLEMENT TO THE
WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 , 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 at 555 West 57th Street, New York, New York 10019 (hereinafter called the “Union”), acting on behalf of itself and 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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio and Television Newswriters (as hereinafter more particularly defined) and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the “Company” referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term “Newswriter” shall mean a person employed on the staff of the Company in New York on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs or news inserts on programs, or special events, or auditions therefor.

With respect to Newswriters, the term “write” shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company’s own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

C. Nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company, provided, except for News Desk Associates and Assignment Editors, he/she is engaged primarily to perform managerial/supervisory duties:

(i) for local radio - one Assistant News Director, one Managing Editor, and News Desk Associates (as provided in the News Desk Associate Supplement);

(ii) for local television - Executive Producers (for their own programs) one Managing Editor, and Assignment Editors;

(iii) for network radio - Operations Manager, Executive Editor, News Director/Executive Producer;

(iv) for network television - Executive or Senior Producers (for their own programs) and two other supervisors;

(v) employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request

The News Director and, except for local radio, the Assistant News Director may write from time to time by reason of such person's knowledge of the specific subject matter involved or when time constraints require. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated. The Company agrees that except as provided above and except in news emergencies, department heads, managers, and assistant managers or other supervisors as defined in the National Labor Relations Act (hereinafter "Act") will not write news material. The Union agrees that nothing in this Agreement covers those persons who write material solely for their own use and do not write material for use by others.

D. The Company will not ask Newswriters to write commercial copy.

E. The term "literary materials" shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

F. The term "staff Newswriters" shall mean all persons employed by the Company:

(i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

G. Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. UNION SECURITY

A. See National Staff Agreement, Article III.

B. In the event any such department head, News Editor, manager, assistant manager or other supervisor as defined in the Act performs Writer's duties other than in news emergencies as above provided, such person or persons will be covered under the provisions of the Union Security clause of the National Staff Agreement.

III. HOLIDAYS

The following days shall be holidays:

New Year's Day (January 1)
 Martin Luther King Day (third Monday in January)
 Presidents' Day (third Monday in February)
 Memorial Day (Last Monday in May)
 Fourth of July (July 4)
 Labor Day (First Monday in September)
 Columbus Day (Second Monday in October)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving Day
 Christmas Day (December 25)

If a Newswriter is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a Newswriter is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a Newswriter may become entitled pursuant to the foregoing, the Newswriter may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

IV. USE OF MATERIALS

A. Definition of terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a Newswriter as part of the Newswriter's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a Newswriter's own time" means all other materials written or conceived by a Newswriter.

B. Materials produced on a Newswriter's own time shall belong exclusively to such Writer 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

V. SALARIES

A. The Company agrees that Newswriters shall be paid not less than the following staff salaries:

<u>MONTHS OF EMPLOYMENT AS NEWSWRITERS</u>	<u>1/2/11</u>	<u>4/1/12</u>
First Year	716.00	730.00
Third six months	1,241.00	1,266.00
Fourth six months	1,321.00	1,347.00
Two years or more	1,521.00	1,551.00

Any Writer who, as of March 1, 1993, was receiving a staff salary in excess of the then applicable minimum, but not more than one hundred dollars (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

Employment as a staff Newswriter by any nationwide radio or television network or by Station WOR or Station WNEW or Station WINS shall be deemed to be employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters hereafter engaged.

Employment as a freelance Newswriter by American Broadcasting Company, CBS Broadcasting Inc., National Broadcasting Company, Inc., or Mutual Broadcasting System, Inc. to write news programs for network or New York local programs shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters currently employed or hereafter engaged; provided that the Company shall have been informed of such experience prior to employing such Newswriter, and further provided that (a) only employment for thirteen (13) weeks or more on any one news program shall be taken into account, and (b) employment concurrently on two (2) or more programs during any given period shall be taken into account only once for the purposes hereof.

Employment for a period of three (3) years as

(1) a reporter or rewrite man on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or

(2) a newswriter on the staff of A.P., U.P., or I.N.S. in any city of 500,000 population or more, or

(3) a newswriter on the staff of a radio station in any city of 500,000 population or more, or

(4) a newswriter on the staff of any VHF television station in a city of 500,000 population or more, shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

B. Acting Editors

If a Newswriter is assigned as an Acting Editor for each hour he/she is so assigned he/she is to receive, in addition to his/her regular compensation, the sum of three dollars (\$3.00)per hour effective January 2, 2011.

When a Newswriter has been upgraded as an Acting Editor under this Article for at least one hundred twenty-five (125) full days during the preceding calendar year, he/she shall receive the sum of nineteen dollars and forty-five cents (\$19.45)effective January 2, 2011, for each day of vacation, for each compensating day off, and for each day of paid sick leave to which he is entitled, in addition to his/her regular pay for the day.

Any network television Newswriter who performs Acting Editor duties for one hundred twenty-five (125) full days during the preceding calendar year shall be made an Editor under the Staff News Editors Supplement.

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Newswriters, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Newswriter and the Company.

VII. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Newswriters shall consist of forty (40) hours in five (5) days (inclusive of meal periods). While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5). Each Employee shall be granted two (2) consecutive days off each week; provided, however, Sunday and Saturday in the same calendar week, when given as days off to facilitate schedule changes, shall satisfy this provision. (See also Sideletter 6)

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

E. Night Shift Differential: For each hour worked between Midnight and 7:00 a.m. each Newswriter so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

F. If a Newswriter is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight-time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Newswriters shall be scheduled so that a single day off will permit a Newswriter to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than fifty-eight (58) hours. If a Newswriter is called in before the expiration of such thirty-four (34) hour period or such fifty-eight (58) hour period, he/she shall be paid penalty pay in an amount equal to one-half (½) times his/her regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph F shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

G. If a Newswriter is required by the Company to work on any day in excess of five (5) in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefor at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day inclusive of meal period. If a Newswriter who is required to work on a scheduled day off is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

H. If at any time in the opinion of a Newswriter and the Union such Writer is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery, as provided in the National Staff Agreement.

I. Any Newswriter who has been assigned to the “overnight” shift without rotation for more than six (6) consecutive months shall, at the Writer’s request, be removed from such assignment and shall not be reassigned to the “overnight” shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the “overnight” shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such “overnight” shift for such program or programs. In its notice of employment, the Company shall set forth the “overnight” shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the “overnight” shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment

and will be taken off the “overnight” and will not be reassigned to another “overnight” shift for at least six (6) months from day of removal from the “overnight”.

This Paragraph I shall not apply to Employees hired on or after April 2, 2002.

J. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee’s days off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

K. An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

L. If a Newswriter has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days’ worked in-town and out-of-town which exceeds ten (10).

M. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

N. The Company will honor an Employee’s request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management’s election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

O. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

VIII. CREDITS

The Company shall give credit to the Writer of each program as follows:

(1) Video credit to the Writer of each television program;

(2) Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor will be entitled to credit on the same basis and in the same manner as a staff News Editor covered by the Staff News Editors Supplement.

On WCBS Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

- Writer(s)
- Written by
- Produced and written by
- Written and produced by
- Newswriter(s)
- Documentary script by
- Narration written by
- Special material written by
- Special script material by
- Continuity written by
- Interview material written by
- Special material by

Credit to staff Newswriters shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

IX. NETWORK COMMERCIAL FEES

A. The Company agrees that during the term of this Agreement, it will not withdraw any commercial fees which were being paid to Newswriters prior to the date of this Agreement on a program produced by the Company, so long as that program remains on the air on a commercial network basis. The Company further agrees that it will not cancel or alter the format of such program to evade the obligations of this Paragraph.

B. Radio: Newswriters assigned by the Company to write a radio network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program, according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>
0 to 5 minutes	\$ 4.50
Over 5 to 10 minutes	\$ 7.25
Over 10 to 15 minutes	\$10.50
Over 15 to 30 minutes	\$17.00
Over 30 minutes	\$25.50

C. Television: Newswriters assigned by the Company to write a television network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program according to the following schedule:

COMMERCIAL FEE

<u>PROGRAM LENGTH</u>	<u>NEWS PROGRAMS</u>	<u>DOCUMENTARY PROGRAMS</u>
0 to 5 minutes	\$ 8.00	\$ 9.00
Over 5 to 10 minutes	\$12.50	\$15.25
Over 10 to 15 minutes	\$19.00	\$23.50
Over 15 to 30 minutes	\$29.25	\$41.00
Over 30 to 60 minutes	\$46.25	\$55.00
Over 60 minutes	\$53.00	\$62.50

D. Election, Convention and Space Shot Fees: Any Newswriter who is assigned by the Company to write political party convention coverage, or election night coverage, or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of nine dollars and thirty-five cents (\$9.35) per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

E. Simulcasts: Each Newswriter assigned by the Company to write a network program for simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of one hundred and thirty-three and one-third per cent (133-1/3%) of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Paragraph B or C of this Article IX).

F. Multiple Program Rate: The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A</u>	<u>B</u>
<u>Number of Program Broadcasts Per Week</u>	<u>Applicable Multiple of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

In the case of "saturation type" programming, such as the Texaco programming on ABC as of April 1, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one day per week, each Newswriter who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

G. The fees provided in this Article IX are to be paid to Newswriters for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more Newswriters are assigned to a single broadcast, the fees provided in this Article IX are to be paid jointly to such Writers and not severally to each Writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

H. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Newswriter writes only opening, closing, promotional, public service, and/or other "filler" material for a co-op program, which material is broadcast on a network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such Newswriter shall not be entitled to any commercial fee for such program.

I. For the initial network commercial broadcast of any program which was written by a Newswriter(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program one hundred percent (100%) of the then applicable commercial fee.

X. DINNER ALLOWANCE

Newswriters shall be entitled to receive dinner money in accordance with Company policy.

XI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this

Article, of the applicable weekly salary set forth in Article V. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article V, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article V. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine

nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article V, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee quali-

fies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XIII. PRODUCER FEES

If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and minimum commercial fee (if any is required) will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

XIV. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Split Shift)

During the negotiations of the 1977 WGA-CBS New York Newswriters Supplement the Company agreed to delete from VII B. the following: “except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require.”

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of this Article so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1973-1977 Agreement shall continue and are expressly waived hereby.

SIDELETTER 2

(Seniority Lists)

The parties agree that the New York Staff Newswriters and Staff Editors hired hereunder on or after March 2, 1977 will be placed on one of the following five seniority lists as is appropriate to the assignment of such writer:

1. Television Network
2. Radio Network
3. Local Television
4. Local Radio - Newswriters
5. Local Radio - Service Aides

Seniority will accrue only on the list an Employee is placed on. It is understood that Employees with such “separate seniority” will not be transferred from one shop to another against their will. Employees on staff prior to March 2, 1977 who had overall seniority will continue to accrue seniority as heretofore. Attached hereto is a list of New York Staff Newswriters on staff as of March 1, 1977.

NEWSWRITERS ON STAFF AS OF MARCH 1, 1977

Spencer, Richard
White, Charles A.

SIDELETTER 3

(Editing By Others)

It is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air

delivery, or who have editorial responsibility for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but, except at WCBS-AM, such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

At WCBS-AM, it is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air delivery, or who have editorial responsibility for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement. Such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question except that News Desk Associates may exercise editorial judgment in selecting recorded news material for broadcast. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

In local television, in addition to those who have exercised editorial judgement in the past, those who can write under Article I., C. above, and not more than four (4) producers may exercise editorial judgement provided:

- 1) they perform primarily work outside the exclusive jurisdiction of Newswriters, and
- 2) they have significant editorial responsibility for the material being edited.

Also, technicians covered by another labor agreement who edit video may exercise editorial judgement in connection with such editing for up to thirty-three and one-third percent (33-1/3%) of the packages edited in a given month. The Company will keep records of such assignments and make them available to the WGA upon request. The parties will, at the request of either party, discuss such assignments on a shop-by-shop basis. This letter will not impact prior practices involving technicians editing other material.

Any staff Newswriter laid off during the term of this Agreement as a direct result of the increased use of producers exercising editorial judgement shall receive an additional multiple of basic severance.

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I. C. of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop, except in the event of a format change (for example, increasing the hour-on/hour-off rotation of anchors) that results in an increase of on-air talent writing for themselves. No newswriter on staff in a local TV shop on March 2, 1985 will be laid off because of the utilization of (i) or (ii) of this provision in that shop. No newswriter on staff in a local TV shop on March 2, 1986 will be laid off because of the utilization of (iii) of this provision in that shop.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 6

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 7

(Scheduling)

As a result of negotiations for the 1987 collective bargaining agreement, the parties instituted a new system for the scheduling of newswriters assigned to CBS News, Radio and established a scheduling committee to deal with ongoing scheduling problems. Since the committee has worked well in solving problems, the parties will continue to meet, upon the request of either party, to discuss any scheduling concerns which may arise in the CBS News, Radio shop.

SIDELETTER 8

(CND Radio Fees)

CND Radio will continue to give an Acting Editor upgrade for hourlies (including THE WORLD NEWS ROUNDUP and WORLD NEWS ROUNDUP, LATE EDITION), bottom of the hour, updates and status reports. The Acting Editor fee, for CND Radio only, will be increased to three dollars and fifteen cents (\$3.15) per hour effective January 2, 2011.

Producer fees will be increased, effective on execution of this agreement, as follows:

Up to 5 minutes:	\$5.00
More than 5, up to 10:	\$9.00
More than 10, up to 25:	\$14.00
25 and over:	\$26.00

The CND Radio newsfeed fee will be \$2.25 per feed (not per day).

Except to increase the amount of the upgrade fee, this Sideletter does not affect when Acting Editor upgrades are given for copy editing or assignment editing.

SIDELETTER 9

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 10

(Special Provisions for Contract Producers at WCBS-TV, WBBM-TV and KCBS/KCAL-TV)

The following shall apply with respect to Producers at WCBS-TV, WBBM-TV and KCBS-TV/KCAL-TV covered by this Agreement and who are offered and agree to personal services contracts. For purposes of this agreement, such Producers shall be referred to as Contract Producers.

Provided the Company offers such Contract Producers a personal services contract including the following:

1. An annualized salary of not less than \$105,000. A Producer working at the time this Agreement is entered into who is earning more than \$105,000 per year and who is converted to a Contract Producer shall not have his/her salary reduced for a period of two years from the date he/she is moved to the Producer seniority list.
2. Cycles of at least thirteen weeks, provided that a newly-employed Contract Producer's first cycle shall be at least twenty-six weeks, which may be followed by cycles of at least thirteen weeks;

3. The minimum salary set forth above shall be in lieu of all other fees, premiums, penalties or other compensation provided for in the WGA-CBS Agreement, including, but not limited to, night differential, overtime, missed meal penalties and acting editor fees. In light of the professional nature of their job duties, Contract Producers shall be paid on a salary basis regardless of the number of hours worked.

4. For work on sixth or seventh days or on a holiday provided in the CBS-WGA Agreement, Contract Producers shall receive a compensating day off to be scheduled with the Station at a mutually agreeable time within ninety (90) days. If not taken within ninety (90) days, the Station may assign a day off within sixty (60) days or pay for the day based on straight time based on an annualized salary of \$105,000.

5. A Contract Producer's personal service contract and employment may be terminated at the end of any cycle, provided that he is given at least six weeks' notice of such termination or pay in lieu of such notice. If pay in lieu is utilized, termination may be without prior notice.

6. In lieu of Articles X, XI and Sideletter 3 of the CBS-WGA National Agreement, the following shall apply:

(i) any such Contract Producer who is laid off or discharged (other than for insubordination, dishonesty, reporting to work intoxicated or under the influence of illegal drugs, or gross misconduct) will be, subject to the execution of a general release, entitled to severance pay computed on the basis of two weeks' pay for each year of service. There is a total cap of seventy-eight weeks for severance pay, notice pay and pay-out of cycle.

(ii) any Producer who is not offered a personal services contract or who does not accept the Station's offer of a personal services contract as described above, will continue to be employed pursuant to the terms of the CBS-WGA Agreement.

7. There shall be a separate seniority list of such Contract Producers for each of the three stations which shall be utilized in case of layoff. In the event of a layoff, the Company shall lay off from such seniority list in accordance with the layoff procedure set forth in the second full paragraph on page 31 of Sideletter 3 of the CBS-WGA National Agreement. Any Newswriter who is laid off but who would not have been laid off had the Contract Producers not had a separate seniority list, will, subject to the execution of a general release, receive two (2) weeks' pay for each year of service with a total cap of seventy-eight weeks as described above in paragraph 6.

8. At the end of any calendar quarter, a Contract Producer who believes that he has worked excessive hours for an extended period, the Guild may request a meeting to dis-

cuss the Contract Producer's concerns. If the Contract Producer has averaged over fifty-two and one-half (52½) hours per week, at the Guild's request the Company will monitor the Contract Producer's hours over the next calendar quarter and report back to the Guild and the Contract Producer. If the Contract Producer has once again averaged over fifty-two and one-half (52½) hours per week, hours in excess of fifty-two and one-half (52½) in any work week during that quarter will be compensated at straight time based on an annualized salary of \$105,000.

SIDELETTER 11
(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 12
(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

**2010 - 2013 STAFF NEWS EDITORS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 STAFF NEWS EDITORS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010, 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio and Television News Editors (as hereinafter more particularly defined), and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52 Street, New York, New York 10019 (the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

- A. See National Staff Agreement, Article I.
- B. This Agreement applies to and is limited in its application to staff Radio and Television News Editors now or hereafter employed by the Company in New York City (herein referred to as "News Editor" or "News Editors" or "Editor").
- C. The term "staff Radio and Television News Editors" shall mean all persons employed on salary who are in direct charge of the news desk and of the coverage of the news and its output on a given shift. The duties of News Editors shall include the writing of news material, as defined in Article I of the Staff Radio and Television Newswriters (New York) Supplement to the WGA-CBS National Staff Agreement.
- D. Nothing contained in this Agreement shall prohibit the following individuals from performing any editing duties for the Company provided he/she is engaged primarily to perform managerial/supervisory duties: for local radio and television, the News Director, Assistant News Director, Managing Editor, and in local television, the Executive Producer of each program; for network radio, Vice President Radio News, Executive Editor, News Director/Executive Producer and for network television, the Executive or Senior Producer of each program and one other supervisor. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated.

E. News Editors may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. SALARIES

A. The Company agrees that News Editors shall be paid a staff salary of not less than \$1,685.00 per week effective as of January 2, 2011, which shall be increased to \$1,719.00 per week effective as of April 1, 2012. Any News Editor who, as of March 1, 1993, was receiving a staff salary in excess of the then-applicable minimum, but not more than One Hundred Dollars (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

B. All News Editors, as hereinbefore defined, shall be classified for payroll purposes in such fashion to insure that they will receive, commencing with the date of their employment, all Employee benefits accorded staff News Editors.

III. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of News Editors shall consist of forty (40) hours in five (5) days. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5).

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

D. Each News Editor shall be granted two (2) consecutive days off during each work week. Saturday and Sunday as days off shall be considered as consecutive for this purpose. The Company agrees to schedule as consecutive hours the hours worked by Employees during any day. If a staff Editor who is required to work on a scheduled day off, is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another staff Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification. (See also Sideletter 4)

E. Night Shift Differential: For each hour worked between Midnight and 7:00 A.M. each News Editor so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen (15%) percent of his/her regular hourly rate of pay. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

- 1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.
- 2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

F. If a News Editor is required to report for work on any day sooner than ten (10) hours after the completion of his previous shift, he/she shall be paid penalty pay in an amount equal to one-half (1/2) times his/her regular straight time rate of pay for all hours worked within such ten (10) hour period. Time off for News Editors shall be scheduled so that a single day off will permit a News Editor to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than fifty-eight (58) hours. If a News Editor is called in before the expiration of such thirty-four (34) hour period or such fifty-eight (58) hour period, he/she shall be paid penalty pay in an amount equal to one-half (1/2) times his/her regular straight time rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph G shall not be offset against overtime.

G. If a News Editor is called in by the Company to work on a scheduled day off, he/she shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefore at the overtime rate.

H. If at any time in the opinion of a News Editor and the Union such News Editor is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement.

I. If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the "overnight" shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such "overnight" shift for such program or programs. In its notice of employment, the Company shall set forth the "overnight" shift program or programs for which the News Editor has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the "overnight" shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the "overnight" and will not be reassigned to another "overnight" shift for at least six (6) months from day of removal from the "overnight".

However, if it is not feasible for the Company at any given time to arrange rotation for a specific News Editor, such failure shall not be deemed to be a breach of this Agreement.

This Paragraph J shall not apply to Employees hired on or after April 2, 2002.

J. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee's days off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

K. A staff Editor, who is notified by the Company subsequent to completing his/her tour of duty of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another staff Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

L. If a News Editor has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified

herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

M. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

N. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

O. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count toward consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IV. DINNER MONEY

News Editors shall be entitled to receive dinner money in accordance with Company policy.

V. VACATIONS

A. See National Staff Agreement, Article V.

B. Compensating time off will not be given for illness or accident during a News Editor's regularly scheduled vacation.

VI. HOLIDAYS

The following days shall be holidays:

New Year's Day (January 1)
 Martin Luther King Day (third Monday in January)
 Presidents' Day (Third Monday in February)
 Memorial Day (Last Monday in May)
 Fourth of July (July 4)
 Labor Day (First Monday in September)
 Columbus Day (Second Monday in October)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving Day
 Christmas Day (December 25)

If a News Editor is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a News Editor is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a News Editor may be entitled pursuant to the foregoing, the News Editor may elect to receive payment of one-fifth of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VII. WORKING CONDITIONS

A. See National Staff Agreement, Article XX.

B. If at any time, in the opinion of an Editor or the Union, such Editor is given an unreasonable work load, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement.

VIII. CREDITS

It is the intention of the Company that credit shall be accorded to a News Editor whenever warranted by reason of his/her contribution to a program, unless the Editor prefers otherwise and provided the Union consents. The form or forms in which such credit is to be given shall be determined from time to time jointly by the Company and the Union.

On WCBS Radio, where broadcast programming is all-news, each staff News Editor who works on such programming during a given week will receive at least one on-the-air credit during the week.

IX. USE OF MATERIALS

A. Definition of terms: The term “Materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “materials produced for the Company” means all materials written, conceived or furnished by a News Editor as part of such Editor’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a News Editor’s own time” means all other materials written or conceived by a News Editor.

B. Materials produced on a News Editor’s own time shall belong exclusively to such Editor 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Editor shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five-day period is not extended by mutual consent of the Company and the Editor, such offer shall be deemed to have been rejected and the Editor shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Editor shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer; otherwise it shall be deemed to have been rejected and the Editor shall be free to conclude negotiations with any third party. If within six months after the Company’s rejection of such offer, the Editor has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Editor can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by an Editor to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a News Editor represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

X. NOTICES

In the event that the Company should transfer any News Editor covered by this Agreement to a position not covered by this Agreement, the Company will notify the Union of such transfer.

XI. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER

When the Company assigns a News Editor covered by this Agreement to perform services as a Producer in addition to services as a News Editor, the Company will pay such Employee, in addition to the minimum compensation applicable to his/her services as a News Editor, an amount which shall be negotiated by the Company with said News Editor at the time of such assignment.

XII. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays - A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence - Not applicable.

Severance and Severance Pay - These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits - Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XIII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article II. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article II, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article II. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-divisions within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the

Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article II, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days.

After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XIV. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Split Shift)

During the negotiations for the 1977 CBS-WGA Staff News Editors Agreement, the Company agreed to delete from Article III. B. the following: "except when operational requirements make such scheduling impossible and impracticable."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article III. B. so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1977-1981 Agreement shall continue and are expressly waived hereby.

SIDELETTER 2

(Seniority Lists)

The parties agree that Staff News Editors and Staff Newswriters hired hereunder on or after March 2, 1977, will be placed on one of the following four seniority lists as is appropriate to the assignment of such Editor:

1. Television Network
2. Radio Network
3. Local Television
4. Local Radio

Seniority will accrue only on the list an employee is placed on. It is understood that employees with such "separate seniority" will not be transferred from one shop to another against their will.

SIDELETTER 3

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 4

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 5

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 6
(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

**2010 - 2013 STAFF NEWS DESK ASSOCIATES (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 STAFF NEWS NEWS DESK ASSOCIATES (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 , 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as News Desk Associates in New York City, and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52 Street, New York, New York 10019 (hereinafter called the “Company”), WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE OF AGREEMENT AND DUTIES

A. See National Staff Agreement - Article I.

B. Scope of Agreement. This Agreement applies to and is limited in its application to all staff radio and television news News Desk Associates employed by CBS BROADCASTING INC., New York, New York (herein called “News Desk Associates” or “Employees”), excluding all other employees, and all supervisors (including department heads, managers, assistant managers, and News Editors) as defined in the National Labor Relations Act, as amended. (See also Sideletter 1)

C. Duties. The duties of News Desk Associates shall include the supplying of Newswriters and News Editors with copy from the wire services and other sources, the monitoring and tending of teletype and unifax machines of the CBS News Department, the tending of telephones in said department, the filing of news scripts, and the performance of general clerical duties for the news staff and any related professional duties , all under the direction and supervision of the News Editor. During such time as any Employee may act as a “Chief News Desk Associate” he/she shall, in addition to the foregoing duties, be required to perform the following: arrange assignment schedules for News Desk Associates, issue such instructions of duties and, in general, provide guidance to the News Desk Associates in the normal performance of duties. At CND Radio, notwithstanding any practice to the contrary, News Desk Associates, as a non-exclusive duty, may be assigned to roll tape without being upgraded to Newswriter, provided his/her News Desk Associate duties, other than those added by this sentence, remain the primary assignments. News Desk Associates may be assigned to perform work for Local News Services (LNS).

At WCBS-AM, notwithstanding any practice to the contrary, News Desk Associates, as a non-exclusive duty, may be assigned to conduct interviews, edit tape and perform limited writing functions as follows:

1. The writing of service features such as weather, business reports and traffic;
2. Writing up to a two-line introduction and two-line close to news cartridges;
3. Writing introductions to news feature cartridges; and
4. Writing introductions to national or international news reports (wrap-arounds or voicers), providing there is no other source copy available for those cartridges.

Any writing performed as in 2, 3, or 4 above will be assigned by the Producer or Supervisor.

Not more than two News Desk Associate on a given shift would be assigned the duties described above.

II. SALARIES

Salaries. News Desk Associates shall receive the following weekly salaries:

	<u>1/2/11</u>	<u>4/1/12</u>
0-6 months	430.00	439.00
6-12 months	519.00	529.00
Over 12 months	614.00	626.00

B. During such time as the Employee designated by the Company acts as “Chief News Desk Associate,” he/she will be paid Thirty-five Dollars (\$35.00) per week above his/her weekly salary. In the event that the Employee who has been designated to act as Chief News Desk Associate is absent for any reason and is replaced during such absence by another News Desk Associate, the latter shall receive Thirty-five Dollars (\$35.00) per week above his/her weekly salary during any week in which he/she acts as Chief News Desk Associate for three or more days.

C. When a News Desk Associate is upgraded to Assignment Editor, he/she shall receive no less than the appropriate escalator step of the Assignment Editor’s salary.

D. Employment as a News Desk Associate by American Broadcasting Company, CBS Broadcasting Inc., or National Broadcasting Company, Inc. shall be deemed to be employment as a News Desk Associate by the Company in determining the minimum salary applicable under the foregoing schedule.

E. All News Desk Associates shall be classified for payroll purposes in such fashion to ensure that they will receive, commencing with the date of their employment, all employee benefits accorded News Desk Associates.

F. In filling vacation relief openings for newswriters and researchers in those shops where News Desk Associates are employed, the Company will give consideration to News Desk Associates who apply to fill such openings. A hiring decision adverse to such applicant may be grieved but this paragraph shall not be subject to arbitration.

G. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

III. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of News Desk Associates shall consist of forty (40) hours in five (5) days, inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any hour worked in excess of forty (40) hours or on days worked in excess of five (5).

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

D. Days off. Each News Desk Associate shall have two (2) consecutive days off in each week. For this purpose the last day in any work week and the first day in the following work week, if consecutive, shall be consecutive days off. (See also Sideletter 6)

E. A News Desk Associate shall receive penalty pay at the rate of one-half ($\frac{1}{2}$) times the regular straight time hourly rate of pay for all hours worked within ten (10) hours after the completion of any shift, or if the Employee has a single day off, within thirty-four (34) hours after completion of his/her last shift, or if an Employee has two (2) consecutive days off, within fifty-eight (58) hours after completion of his/her last shift. The penalty pay specified in this Paragraph E shall not be offset against overtime.

F. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

G. If a News Desk Associate 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 on such day and be compensated therefore at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day, inclusive of meal period.

H. If a News Desk Associate who is required to work on a scheduled day off, is notified of such assignment less than twelve (12) hours prior to the starting time of the assignment, he/she will be paid a penalty of Six Dollars and Twenty-five Cents (\$6.25), unless his/her assignment is necessitated by the illness of another News Desk Associate, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

I. If at any time in the opinion of a News Desk Associate and the Union such News Desk Associate is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement. The Company agrees to use its best efforts to work out a method of rotation, taking seniority into consideration, for News Desk Associates who have had an "overnight" assignment for more than six (6) consecutive months. However, if it is not feasible for the Company at any given time to arrange rotation for a specific News Desk Associate, such failure shall not be deemed to be a breach of this Agreement.

J. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee's days off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

K. A News Desk Associate who is notified by the Company subsequent to completing his/her tour of duty of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of six dollars and fifty cents (\$6.50) unless the change is necessitated by the illness of another News Desk Associate, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

L. If a News Desk Associate has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in town and out-of-town which exceeds ten (10).

M. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

N. Night Shift Differential. For each hour worked between Midnight and 7:00 A.M. each News Desk Associate so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

- 1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.
- 2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

O. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IV. VACATIONS

- A. See National Staff Agreement - Article V.
- B. Compensating time off will not be given for illness or accident occurring during an Employee's regularly scheduled vacation.

V. HOLIDAYS

The following shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)

If a News Desk Associate is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a News Desk Associate is required to work on Thanksgiving Day or Christmas Day or New Year's Day or Labor Day, or Fourth of July, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a News Desk Associate may become entitled pursuant to the foregoing, the News Desk Associate may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VI. DINNER ALLOWANCE

News Desk Associates shall be entitled to receive dinner money in accordance with Company policy.

VII. TRAINING

For the purpose of improving their capabilities as potential Newswriters, the Company agrees to form a committee to establish seminars and other information-sharing events for

the benefits of News Desk Associates and further to provide training for News Desk Associates as follows:

(1) On the Job: The News Editor or supervisor will answer questions relating to news writing and give information and guidance to News Desk Associates, as time permits. News Desk Associates may, insofar as it does not interfere with their normal duties, submit sample news scripts to the Editor for criticism, at the Editor's convenience.

(2) On his own time: A News Desk Associate will be permitted to visit and observe the following areas of the Company's news operations, provided that arrangements can be made for particular visits to be made at times and under conditions which will not interfere with, hamper or inconvenience such news operations:

- Radio news room
- Television news room
- Reporting
- Film shooting, editing, screening
- Tape editing
- Broadcasting and directing
- Graphic arts
- News traffic
- Film library
- Planning (editorial conferences)
- Cost control
- Syndication writing

A News Desk Associate who desires to observe one of the foregoing areas will advise the News Editor, who will make the appropriate arrangements, subject to the foregoing conditions. (See also Sideletter 5)

VIII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article II. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article II, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article,

of the applicable weekly salary set forth in Article II. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

Temporary News Desk Associates and Assistant Producers in local radio in New York shall not be eligible for WGA Pension or Health.

B. 1.a. For News Desk Associates, in local radio only, when a staff vacancy occurs by reason of discharge, a Temporary Employee will not be employed as a replacement for the individual who has left the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge.

(See also Sideletter 4 of the National Staff Agreement)

1.b. For all other News Desk Associates, when a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be

limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance). In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the

event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article II, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been "continuously employed" with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calen-

dar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

IX. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

X. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Covered Departments)

It is understood and agreed that at the present time the only departments of the Company in New York City which employ News Desk Associates, as the term is used in the collective bargaining agreement made as of March 2, 1993, between the Company and the Union, are the CBS News Department, WCBS Radio and WCBS-TV. In the event that any other department of the Company in New York City should employ Employees whose principal function is to perform the duties specified in said agreement, such Employees shall be covered by said Agreement.

SIDELETTER 2

(Rights to Material)

This will confirm our understanding with respect to the WGA-CBS Supplement covering News Desk Associates employed by the Company in New York City to the effect that News Desk Associates shall have all rights to any materials which they write on their own time, it being understood that News Desk Associates shall not be assigned by the Company to write any materials for the Company.

SIDELETTER 3

(Split Shift)

During the negotiations for the 1977 CBS-WGA New York Staff News Desk Associates Supplement the Company agreed to delete from Article III. B the following: "except when operational requirements make such scheduling impossible and impracticable."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article III B so that the Company may operate as it has heretofore, it being further understood that the exceptions, if any, existing prior to the expiration of the 1977-1981 Agreement shall continue and are expressly waived hereby.

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Training)

In connection with the News Desk Associates (New York) Supplement, this will confirm our understanding that a News Desk Associate with more than nine (9) months' service with the Company as a News Desk Associate will, if he/she so requests, be assigned to special training for three (3) days in a calendar quarter during which days he/she will be provided with the opportunity to observe and participate in various News Department activities - e.g., going out with film crews, working in operations, preparation of news scripts, etc. - under the supervision of Editors and other News Department supervisors who will provide guidance and evaluation for the training in an effort to make it beneficial for the Employee. The Guild and the Company will work out procedures to permit scripts prepared by News Desk Associates during such training to be aired, without upgrading or fees, it being understood that such procedures will insure against the displacement of other Guild-represented personnel.

SIDELETTER 6

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 7

(Part Time Employees)

During negotiations for the 1993-1996 News Desk Associates New York Supplement, the parties agreed to eliminate part-time employment. The parties further agreed that should an employee who had previously been a part-time employee be hired as a full-time employee, said employee shall receive pay seniority credit for their previous period of part-time employment with the Company.

SIDELETTER 8

(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 9
(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

**2010 - 2013 WGA-CBS AGREEMENT
STAFF NEWS DESK ASSOCIATES, ASSISTANT PRODUCERS AND
PRODUCTION ASSISTANT/ASSISTANT PRODUCERS (CHICAGO)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 WGA-CBS AGREEMENT
STAFF NEWS DESK ASSOCIATES, ASSISTANT PRODUCERS AND
PRODUCTION ASSISTANT/ASSISTANT PRODUCERS (CHICAGO)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 , 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as News Desk Associates in Chicago, Illinois, and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (hereinafter called the “Company”); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE OF AGREEMENT AND DUTIES

A. See National Staff Agreement, Article I.

B. Scope of Agreement. This Agreement applies to and is limited in its application to all full-time News Desk Associates and Clerk-Typists in TV News, employed by CBS Broadcasting Inc., in Chicago, Illinois (herein called “News Desk Associates” or “Employees”), and Assistant Producers and Production Assistant/Assistant Producers at WBBM-AM, excluding all other employees, and all supervisors (including department heads, managers, assistant managers, and news editors), as defined in the National Labor Relations Act, as amended. (See Addendum for Assistant Producer and Production Assistant/Assistant Producers terms and conditions.)

C. Duties. The duties of News Desk Associates shall include the supplying of Newswriters and News Editors with copy from the wire services and other sources, the monitoring and tending of teletype machines of the CBS News Department, the tending of telephones in said department, the filing of news scripts, and the performance of general clerical duties for the news staff and similar duties, all under the direction and supervision of the News Editor. In accordance with past practice, certain duties falling outside the jurisdiction of this Agreement may continue to be performed. During such time as any Employee may act as “Chief News Desk Associate” he/she shall, in addition to the duties

described herein, be required to perform the following: issue such instructions of duties and, in general, provide guidance to the News Desk Associates in the normal performance of duties. News Desk Associates may be assigned to perform work for Local News Services (LNS).

II. UNION SECURITY

A. See National Staff Agreement, Article III.

B. The Company will, where practicable, seek to hire News Desk Associates whose interest lies in the area of Radio and TV journalism. In the event of an opening for a Writer, the Company agrees to review its Employees working in the News Desk Associate classification for the purpose of determining qualifications for promotion to the Writer classification. However, the Company reserves the right to determine qualifications at the time of such an opening and whether or not a more qualified person is otherwise available and required.

III. SALARIES

A. Regular fulltime Employees shall receive the following weekly salaries:

	<u>01/02/11</u>	<u>04/01/12</u>
0-6 months	430.00	439.00
6-12 months	519.00	529.00
Over 12 months	614.00	626.00

A News Desk Associate who, as of the date of the signing of this Agreement, is receiving a staff salary in excess of the applicable minimum, but not more than one hundred dollars (\$100.00) in excess of such minimum, shall receive the same dollar amount of over-scale payment for the term of this Agreement. News Desk Associates will be paid on a weekly basis.

B. During such time as an Employee is designated by the Company as “Chief News Desk Associate,” he/she shall be paid Thirty-five Dollars (\$35.00) over his/her regular weekly salary. In the event an Employee who has been designated as Chief News Desk Associate is absent for any reason, and is replaced during such absence by another News Desk Associate, the replacement shall be paid Thirty-five Dollars (\$35.00) above his/her weekly salary during any week in which he/she acts as Chief News Desk Associate for three (3) or more days.

C. Employment as a News Desk Associate by American Broadcasting Company, CBS Broadcasting Inc., or the National Broadcasting Company, Inc. shall be deemed to be employment as a News Desk Associate by the Company in determining the minimum salary applicable under the foregoing schedule.

D. Payroll Classification. All News Desk Associates shall be classified for payroll purposes in such fashion to insure that they will receive, commencing with the date of their employment, all employee benefits accorded News Desk Associates.

E. In filling vacation relief openings for newswriters and researchers the Company will give consideration to News Desk Associates who apply to fill such openings. A hiring decision adverse to such applicant may be grieved but this paragraph shall not be subject to arbitration.

F. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

G. For any day on which a News Desk Associate performs duties as a graphic arts coordinator, he/she shall receive a fee of six dollars (\$6.00).

IV. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of News Desk Associates shall consist of forty (40) hours in five (5) days inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5).

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Days Off. Each News Desk Associate shall have two (2) consecutive days off in each week. For this purpose the last day in any work week and the first day in the following work week, if consecutive, shall be consecutive days off. (See also Sideletter 2) Such News Desk Associate shall be paid penalty pay at the rate of one-half (½) times his/her regular straight time hourly rate of pay for all hours worked within ten (10) hours after the completion of any shift, or if he/she has a single day off, within thirty-four (34) hours after completion of his/her last shift, or if he/she has two (2) consecutive days off, within fifty-eight (58) hours after completion of his/her last shift. The penalty pay specified in this Paragraph C shall not be offset against overtime.

D. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

E. If a News Desk Associate is required 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 on such day and be compensated therefore at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day.

F. If at any time in the opinion of a News Desk Associate and the Union such News Desk Associate is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery provided in the National Staff Agreement.

G. The Company will post assignment schedules covering a three (3) week period at least six (6) days in advance of the earliest date appearing on such schedule. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

H. If an Employee has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified

herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

I. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

J. Night Shift Differential. For each hour worked between Midnight and 7:00 A.M. each News Desk Associate so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

- 1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.
- 2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

K. In cases where the Company has 48 hours or more notice that a news broadcast will exceed its regularly scheduled time, requiring the rendition of overtime services from Employees, the Company must use its best efforts to notify any Employee whose schedule may be affected by the broadcast schedule change at least 36 hours in advance of such change.

L. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

V. HOLIDAYS

The following days shall be holidays:

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (Third Monday in February)

Memorial Day (Last Monday in May)

Fourth of July (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Thanksgiving Day (Fourth Thursday in November)

Friday after Thanksgiving Day

Christmas Day (December 25)

The day of a Presidential election shall be a holiday; on Election Day in other years the News Desk Associates shall be given sufficient time off to vote.

If a News Desk Associate is required to work on any of the above holidays, or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off, which shall be taken at a time mutually agreed by the Company and Employee. Further, if a News Desk Associate is required to work on Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July or Labor Day, he/she shall receive, in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a compensatory day off.

The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which an Employee may become entitled pursuant to the foregoing, the Employee may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VI. SEVERANCE

A. See National Staff Agreement, Article X.

B. In the event the Company should transfer any Employee covered by this Agreement, the Company will notify the Union of such transfer. No transfer shall take place without the consent of the News Desk Associate involved.

VII. DINNER ALLOWANCE

News Desk Associates shall be entitled to receive dinner money in accordance with Company policy.

VIII. TRAINING

For the purpose of improving their capabilities as potential Newswriters, the Company agrees to form a committee to establish seminars and other information-sharing events for the benefits of News Desk Associates and further to provide training for News Desk Associates as follows:

(1) On the Job: The News Editor or supervisor will answer questions relating to news writing and give information and guidance to News Desk Associates, as time permits. News Desk Associates may, insofar as it does not interfere with their normal duties, submit sample news scripts to the Editor for criticism, at the Editor's convenience.

(2) On his own time: A News Desk Associate will be permitted to visit and observe the following areas of the Company's news operations, provided that arrangements can be made for particular visits to be made at times and under conditions which will not interfere with, hamper or inconvenience such news operations:

- Radio Newsroom
- Television Newsroom
- Reporting
- Film shooting, editing, screening
- Tape editing
- Broadcasting and directing
- Graphic arts
- News traffic
- Film library
- Planning (editorial conferences)

A News Desk Associate who desires to observe one of the foregoing areas will advise the News Editor, who will make the appropriate arrangements, subject to the foregoing conditions.

IX. PRESERVATION OF BENEFITS

There shall be no loss of any Company benefit presently enjoyed by any News Desk Associate and not expressly covered herein as a direct result of being covered by this Agreement.

X. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article III, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 1, 2012 the above percentages for Temporary Employees shall increase to 117%.

This change is effective December 29, 2002.

Temporary News Desk Associates and Assistant Producers in local radio in Chicago shall not be eligible for WGA Pension or Health.

B. 1.a. For News Desk Associates, in local radio only, when a staff vacancy occurs by reason of discharge, a Temporary Employee will not be employed as a replacement for the individual who has left the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge.

1.b. For all other News Desk Associates, when a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), week-end programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article III, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5) may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XII. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 2

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 3

(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 4

(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

**2010 - 2013 WGA-CBS ASSISTANT PRODUCER AND PRODUCTION
ASSISTANT ADDENDUM TO the NEWS DESK ASSOCIATE SUPPLEMENT**

AGREEMENT made as of the 19th day of October, 2010, 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 at 555 West 57 Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed as Assistant Producers and/or Production Assistants/Assistant Producers at WBBM-AM Chicago, Illinois, and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52 Street, New York, New York 10019 (hereinafter called the "Company"); WHEREIN, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE OF AGREEMENT AND DUTIES

A. This Agreement applies and is limited in its application to all Assistant Producers and Production Assistant/Assistant Producers in radio news, employed by CBS, Inc., in Chicago, Illinois (herein called "Employees"), excluding all other employees, and all supervisors (including department heads, managers, assistant managers, and news editors), as defined in the National Labor Relations Act, as amended.

B. Duties

(i) Employees may be assigned, on a non-exclusive basis to perform the following duties: take-in and record feeds, dub tapes, audio production, answer phone, check out news tips, clean and store tapes, pre-interview guests, screen telephone calls for on-air programming, load carts, log commercials, record promotional announcements, edit network feeds and actuality for subsequent on-air use, pull and prepare cuts, board operations, technical duties incidental to such producing functions, and other duties as assigned.

(ii) Company management and other employees may perform the duties described above, in addition to substituting for unit employees to cover breaks and to cover absences, so long as overall their other duties remain primary.

C. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement and/or applicable Supplement thereto as to the name, social security number, employment date, shop, clas-

sification and starting weekly salary of each Employee. The Company will also furnish the home address of the Employee except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

In the event the Company should transfer any employee covered by this Agreement to a position in another shop covered by this Agreement or to a position not covered by this Agreement, or if an Employee resigns, the Company will notify the Union in writing of such change.

D. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement and/or applicable Supplement thereto.

II. RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Assistant Producers and/or Production Assistants/Assistant Producers and agrees that it will, during the term of this Agreement, deal exclusively with the Union as the collective bargaining representative of such Employees so long as the Union complies with the warranty contained in Paragraph C of this Article II.

B. The Company will not interfere with the right of any person employed by it to become a member of the Union and will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

C. The Union warrants that it represents for collective bargaining purposes a majority of the Assistant Producers and/or Production Assistants/Assistant Producers and will continue to represent a majority for such purposes for the duration of this Agreement.

III. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild 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 to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

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

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

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If CBS should employ an applicant not a member of the WGA, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

IV. DUES CHECK-OFF

A. The Company agrees upon 30 days notice thereafter from the Guild, it will 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 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.

B. WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct CBS Broadcasting Inc. to checkoff 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 week period) 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., 555 West 57 Street, New York, New York 10019.

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: _____

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form or liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

V. SALARIES

Employees shall receive an hourly wage as follows:

	<u>01/02/11</u>	<u>04/01/12</u>
Production Ass't/Ass't Producers	10.55	10.76

After a full year of employment, the Company may, in its sole discretion increase the hourly rate.

VI. WORK WEEK, WORK DAY AND OVERTIME

A. The work day of Assistant Producers and/or Production Assistants/Assistant Producers shall consist of no less than four (4) hours; provided, however, that the Company may require the rendition of services for more than eight (8) hours, subject to the payment of overtime for any hours worked in excess of eight (8).

B. Overtime for work in excess of 40 hours in one week or in excess of (8) hours in one day, shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided. Payments shall be made in minimum segments of one-half hour.

C. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

D. Posting Schedules. The Company will post assignment schedules covering a three (3) week period at least six (6) days in advance of the earliest date appearing on such schedule. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

E. Night Shift Differential. For each hour worked between Midnight and 7:00 A.M. each Assistant Producer and/or Production Assistant/Assistant Producer so working is to

receive, in addition to his/her regular compensation, a premium equal to ten percent (10%) of his/her regular hourly rate of pay.

However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

- 1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.
- 2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

F. Training of New Employees. The Company recognizes that during the first few weeks of employment a new Employee may require familiarization with the area of the Company operation to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other Employee.

G. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

H. Covered Employees shall not be eligible to participate in the CBS Pension Plan or the CBS Employee Investment Fund.

I. In cases where the Company has 48 hours or more notice that a news broadcast will exceed its regularly scheduled time, requiring the rendition of overtime services from Employees, the Company must use its best efforts to notify any Employee whose schedule may be affected by the broadcast schedule change at least 36 hours in advance of such change.

VII. HOLIDAYS

If an Assistant Producer and/or Production Assistant/Assistant Producer is required to work on Thanksgiving Day, Christmas Day, or New Year's Day, he/she shall receive, in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked or, at the Employee's request, a second compensating day off.

VIII. GRIEVANCE MACHINERY

In the event of any dispute, controversy, claim or grievance (hereafter called "grievance") arising out of the interpretation or an alleged breach of this Agreement, between the Union and the Company or between an Employee and the Company, the parties agree as follows:

1. The Union or any employee covered by this agreement may file a grievance, which must be in writing and must state with particularity the contractual provision(s) alleged to have been violated and the factual basis of the grievance in sufficient detail to enable the Company to investigate it.

2. No grievance need be recognized by the company if filed more than 120 days after the occurrence of the event(s) on which it is based, or more than 120 days after the date it becomes known or should reasonably have become known to the grieving party.

3. Promptly upon delivery of the grievance to the company, the parties shall meet in a good faith effort to resolve the grievance amicably.

4. Should the parties fail to resolve the matter at this meeting or thereafter, the grievance may, within the time limits set forth in Article IX. below, be referred to arbitration.

5. Any other provision of this agreement notwithstanding, the termination and/or discipline of an employee shall be grievable but not arbitrable.

IX. ARBITRATION

A. In the event that such grievance cannot be settled by the parties through the grievance machinery, then either party may submit it to arbitration. Except as otherwise provided herein, the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association shall apply; provided that if such grievance has not been submitted to arbitration within ninety (90) days following the date on which the grievance was delivered to the Company, such grievance shall be deemed to have been abandoned. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof.

B. A demand for arbitration shall be made in writing. Such demand shall specify the applicable contract provision(s) claimed to have been breached. There shall be one (1) arbitrator. Within fifteen (15) days of the demand, the Union and the Company shall jointly select the arbitrator. A permanent board of arbitrators has been selected to hear disputes during the term of this Agreement.

In Chicago, the panel shall consist of:
George Fleischli
To Be Determined

Each Arbitrator shall hear disputes on a rotating basis; however, in the event the appropriate Arbitrator has no available dates for hearing the case within a two (2) month period, either party may elect to proceed to the next Arbitrator.

The permanent board of arbitrators shall serve for the duration of the Agreement unless either party, thirty (30) days prior to expiration of the Agreement, requests the removal of any arbitrator by notice in writing to the other party. In such event or in the event an arbitrator should resign or for other reasons be unable to perform his/her duties, the arbitrator's successor shall be chosen by mutual agreement of the parties.

In the event that at any time no arbitrator who is a member of the board is available, an arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision in writing shall be final. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days unless otherwise ordered by the arbitrator. The award of the arbitrator shall be made within thirty (30) days after the close of the hearing, and shall be accompanied by the opinion.

C. At arbitration hearings the release of Company employees who are covered by this Agreement, and whose attendance is requested by the Union, will be on the basis of an unpaid leave of absence for union business, unless the Company and the Union expressly agree otherwise. Nothing herein shall hamper or interfere with the Company's ability to operate its business.

D. Subject to the Company's performance of the foregoing, the Union agrees that it will not directly or indirectly authorize, aid, encourage, direct, abet or participate in any stoppage of work during the arbitration or prior to the rendition of the award, and the parties agree that all awards rendered will be binding upon them. Subject to the Union's performance of the foregoing, the Company agrees that it will not directly or indirectly lock out the Employees under this Agreement during the arbitration or prior to the rendition of the award.

E. Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

F. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement. In no event shall the arbitrator's award be retroactive to a date more than eighteen (18) months prior to the date when the demand for arbitration was served.

X. BULLETIN BOARDS

The Company agrees to provide bulletin boards suitably placed for the sole use of the Guild.

XI. LOCKOUTS - STRIKES

A. 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.

B. 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, (1) it will not strike against, picket or boycott the Company, or directly or indirectly interfere with any of the Company's operations, as to the Employees covered by this Agreement with respect to services rendered hereunder; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet or participate in any such strike, picketing, boycott or interference with any of the Company's operations; (3) it will instruct its members to perform their contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other union, or by the Union concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any Employee because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

XII. MODIFICATION OF EXISTING AGREEMENTS, TRANSFER OF RESPONSIBILITY

A. The Company agrees that it will, and does hereby, modify all existing contracts and arrangements with Employees to bring the same into conformity with the provisions of this Agreement, with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Employee which are more favorable to such Employee than the terms of this Agreement.

B. The Company agrees that it will not enter into a contract with or employ, any Employee on terms and conditions less favorable to him/her 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. The terms of this Agreement are minimum and the Company agrees that nothing herein contained shall prevent an Employee from negotiating or obtaining better terms than the minimums herein.

XIII. NO DISCRIMINATION

The Company and the WGA agree not to discriminate against any Employee because of race, sex, creed, color, religion, national origin, age, disability, marital status, sexual orientation or Union activities.

XIV. NOTICES

Notices required under this Agreement shall be sent to the Union at its addresses in New York.

XV. PAY DAY

CBS reserves the right to designate the pay day on an individual location basis, but employees covered by this agreement shall continue to be paid weekly. The Company agrees to give the Guild at least thirty (30) days notice of any change in the pay day.

XVI. SEPARABILITY

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.

XVII. SHOP STEWARDS AND INSPECTION

Duly authorized representatives of the Union may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company, except at any places where the Company reasonably deems secrecy essential; in such latter places, Union representatives shall consist only of Employees regularly working at such places. The Company further agrees to recognize Employee(s) designated by the Union as Shop Steward(s) or Alternate Steward(s) and to permit such person(s) to engage in such legitimate Union activities that do not interfere with normal operations. Upon timely request of the Employee, and subject to operating needs, the Company will rearrange 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 on his/her own time. For Council (Board) members and Shop Stewards who must travel to such meetings from another state (other than one neighboring New York State), the Employee's regular days off may be rescheduled to include the meeting day plus either the day before or the day after such meeting.

XVIII. WORKING CONDITIONS

A. The Company agrees to provide Employees with adequate physical working conditions.

B. The Company recognizes that during the first week of employment a new Employee may require familiarization with the Area of the Company operation to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other Employees.

C. Employees under the Addendum may participate on the Chicago Joint Committee on Safety and Health.

D. Upon request, the Company will provide an anti-glare screen and/or a hood for any video display terminal ("VDT") regularly used by any employee covered by this Agreement. Further, the Company will, upon request, test VDTs and graphics equipment incorporating a video display, used by employees covered hereunder, for non-ionizing radiation. Such VDT tests will not be requested more often than once every six months per shop. The results of such tests will be made available to the Guild.

E. The Company will inform employees about the proper use of VDT's both currently and as new information becomes available.

F. Employees under this Addendum may participate on the WBBM-AM Workload Committee.

XIX. EFFECTIVE DATES AND DURATION

This Agreement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided. The term of this Agreement shall be from April 2, 2010 through April 6, 2013. The parties agree that at least sixty (60) days prior to April 7, 2013 they shall in good faith negotiate with respect to a new Agreement to take effect upon the termination hereof.

This Addendum shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

**2010 - 2013 NETWORK STAFF RESEARCHERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 - 2013 NETWORK STAFF RESEARCHERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed hereunder, and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. This Agreement applies and is limited in its application to staff Researchers (as hereinafter defined) now or hereafter engaged by the Company in the News Broadcast Research Unit of the CBS News Division in New York City. The term "staff Researcher", as used herein, means a person employed on salary by the Company for the principal purpose of doing research work in connection with network news (including documentary) programs. This Agreement does not cover other News Division personnel, such as producers (including executive, assistant, and associate producers), news executives, and reference and research librarians, nor does this Agreement cover persons in the field of news represented by another union or in another WGA bargaining unit. Excluded also are persons hired solely to perform recognized freelance specialties (e.g., Film Researcher). Persons hired as temporary replacements will be engaged pursuant to the Temporary Employment provision (Article IX) or the Vacation Relief provision (Article VIII) of this Agreement. Nothing herein shall be deemed to cover experts of recognized standing in a specialty hired as consultants on a freelance basis.

It is agreed that the scope of this Agreement is without prejudice to any claim which may hereafter be asserted by the Union or the Company that the bargaining unit be wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

C. Duties:

As assigned by the Company, staff Researchers shall perform those duties and services previously performed by employees in the Broadcast Research Unit. It is not the intent of the Company to displace Employees covered hereunder by use of persons employed for the principal purpose of performing office or secretarial work.

II. SALARIES

Staff Researchers shall be paid a staff salary not less than:

<u>YEARS OF SERVICE AS</u> <u>STAFF RESEARCHERS</u>	<u>SALARY PER WEEK</u>	
	<u>1/2/11</u>	<u>4/1/12</u>
Junior Researchers	624.00	637.00
0-1 year	785.00	801.00
1-2 years	916.00	934.00
2-3 years	1,012.00	1,032.00
Over 3 years	1,118.00	1,140.00

A Junior Researcher after one (1) year of service progresses to the beginning of the staff Researcher's escalator but for all other purposes is a staff Researcher from date of employment as a Junior Researcher.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only. (See also Sideletter 1)

III. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Researchers shall consist of forty (40) hours in five (5) days inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week subject to the payment of overtime and/or sixth or seventh day payments, as applicable.

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign

the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). Overtime shall be compensated for at the rate of time and one-half (1½) of the regular hourly rate of pay for any time worked in excess of eight (8) hours in a work day or for each hour worked in excess of forty (40) hours in a work week. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. (i) The Company shall give Researchers two (2) consecutive days off each week. (see also Sideletter 3)

(ii) A Researcher, if required by the Company to work on any day in excess of five (5) in any work week, shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefor at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day inclusive of meal period.

D. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

F. For each hour worked between Midnight and 7:00 A.M. each Researcher so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

G. If a Researcher is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half ($\frac{1}{2}$) times his/her regular straight time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Researchers shall be scheduled so that a single day off will permit a Researcher to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than fifty-eight (58) hours. If a Researcher is called in before the expiration of such thirty-four (34) hour period or such fifty-eight (58) hour period, he/she shall be paid penalty pay in an amount equal to one-half times his/her regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph G shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

H. If at any time in the opinion of a Researcher and the Union such Researcher is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery, as provided in the National Staff Agreement.

I. If a Researcher has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

J. The Company will not assign a Researcher to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Researcher within four hours; however, if the Researcher is not released by within four hours, the Researcher shall receive an additional four (4) hours at his/her straight time rate.

K. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half ($\frac{1}{2}$) time for the first eight (8) hours worked and one and one-half ($1\frac{1}{2}$) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually

satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

L. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g. days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IV. DINNER MONEY

Staff Researchers shall be entitled to receive dinner money in accordance with Company policy.

V. HOLIDAYS

The following days shall be holidays:

- New Year's Day
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)

If a Researcher is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be added to his/her vacation, provided that in the case of a holiday worked the Researcher may, by notice given within two (2) working days of the holiday so worked, elect to be paid for such day as for work on a day off.

Further, if a Researcher is required to work on New Year's Day, Labor Day, the Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a compensatory day off.

The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which a Researcher may become entitled pursuant to the foregoing, he/she may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VI. CREDITS

The Company will give on-the-air credit to a Researcher when, in the Company's judgment, the Researcher's contribution to the program so warrants.

VII. USE OF MATERIALS AND RESEARCH MATTER

A. If a staff Researcher is given a specific assignment by the Company to write "material" or "literary material", as those terms are used in the Live, Radio, Entertainment and Documentary MBA's respectively, such Researcher shall be covered for such assignment by whichever of the above freelance agreements is appropriate.

B. Definition of other terms: The term "matter produced for the Company" means all matter written, conceived or furnished by a staff Researcher as part of such Researcher's routine work or pursuant to any specific assignment by the Company other than a writing assignment covered under Paragraph A above. The term "matter produced on a staff Researcher's own time" means all other matter written or conceived by a staff Researcher.

C. Matter produced on a staff Researcher's own time shall belong exclusively to such Researcher who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such matter for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Researcher shall use or permit the use of any such matter for or in connection with any broadcast purpose, or use or permit the use of any such matter having as its primary subject any broadcast activity, he/she shall first submit to the Company both the matter and a complete offer for the Company's use of such matter. Following the submission of such offer, the Company shall have five (5) days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five-day period is not extended by mutual consent of the Company and the Researcher, such offer shall be deemed to have been rejected and the Researcher shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Researcher shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept

such new offer, otherwise it shall be deemed to have been rejected and the Researcher shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Researcher has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such matter, then before the Researcher can use or license the use of such matter to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Researcher to evidence his/her rights to use any of the said matter.

D. All matter produced for the Company, or which a staff Researcher represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such matter for all purposes for all time.

VIII. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

IX. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article II. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article II, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article II. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be effective December 29, 2002.

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a

Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement

and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In

lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall

be paid at a base rate equal to 130% of the highest weekly salary set forth in Article II, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick leave.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

X. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Senior Staff Researcher Premium)

This will confirm our understanding regarding the classification “Senior Staff Researcher”. The employees in this classification shall receive a rate 10% higher than the highest existing contract rate. The Senior Staff Researcher classification shall be staffed at management’s discretion, but no employee shall be eligible for appointment to said classification until he/she has received top scale for at least one year.

SIDELETTER 2

(Nonexclusive Technical Duties)

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 3

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

**2010 - 2013 STAFF GRAPHIC ARTISTS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL
STAFF AGREEMENT**

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**2010 - 2013 STAFF GRAPHIC ARTISTS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 , 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 at 555 West 57th Street, New York, New York 10019 (hereinafter called the “Union”), acting on behalf of itself and 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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff Graphic Artists (as hereinafter more particularly defined) and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the “Company” referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the broadcasting business. Both parties recognize the benefits to be realized from harmonious relations between them and the advantage of peaceful and common sense adjustment of any difference. Furthermore, both parties recognize that television is a developing art and that the joint interests of the Employer, and the Union as representatives of the Artists covered by this Agreement, require the fullest cooperation between the parties in order that the parties may maintain and improve their positions in the industry.

Every effort, therefore, will be made to settle all disputes and controversies which may arise between the parties amicably and without recourse to arbitration. Accordingly, the Union and the Employer shall immediately bring to the attention of each other all matters which may affect the work covered hereunder of which may require adjustment; and they shall also acquaint each other with all matters or problems, respectively which may be of mutual interest or which may arise.

I. SCOPE OF AGREEMENT

A. See National Staff Agreement, Article I.

B. This Agreement covers the employment by the Company of Graphic Artists (hereafter referred to as “Employees” or “Artists”), as hereinafter listed in Article V, employed by the following components of the Company for on-air graphics in the New York City metropolitan area: CBS/Broadcast Group; CBS News Division; and WCBS-TV.

C. It is the intent of the parties that the skills of the Employees described above shall continue to be utilized in a manner consistent with past practice. Illustrative of this past practice, but not limiting, it is agreed that the Employees covered by this Agreement have jurisdiction over the design, creation, preparation and execution of art work when done for news stories, documentaries, and on-air promotionals intended for broadcast by the Company.

D. The parties agree that scope cannot be defined precisely. The parties further agree that past practice shall govern in the area of scope. The parties anticipate that questions may arise concerning scope and technological changes. Therefore, questions of scope and technological changes may be submitted to arbitration pursuant to the normal grievance and arbitration procedure. The parties further acknowledge that the jurisdiction over the design, creation, preparation and execution of such art work shall remain with the Graphic Artists covered by this Agreement and shall not be varied by the addition of new methods, equipment, or technological advances. Consistent with the above and with specific reference to new technological devices which the Graphic Artist may operate to create art work through electronic circuitry (e.g., Ampex Video Art), the Company will use its best efforts to maintain provisions in its agreements with its technical unions so that Graphic Artists covered by this Agreement may continue to operate these new technological devices to create and execute graphics for on-air use. If no other labor organization has exclusive jurisdiction over the work in question, in considering questions arising because of the introduction of new methods and new equipment, the Arbitrator may take into consideration that it is the intent of the parties that the skills of the Employees described above shall continue to be utilized in a manner consistent with past practice.

E. Jurisdictional Limitations and Work Assignments

1. Notwithstanding any other provision in this Agreement, individuals who have an editorial and/or production responsibility for a particular assignment, project or material may perform work within the jurisdiction of Graphic Artists (except for the Quantel Paintbox device) provided that the primary duties of such individuals are not those within the Graphic Artists' jurisdiction. No Graphic Artist on staff as of April 1, 1996, will be laid off as a direct result of the utilization of this provision.

2. Graphic Artists may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. SUB-CONTRACTING

A. It is understood that any of the aforesaid functions may be performed in whole or in part by others than the Employees hereunder in the following cases. (It is understood that subcontracting means the performance of work by anyone not a member of this bargaining unit, including other CBS employees.)

(1) In the case of up to two (2) seasonal on-the-air campaigns per year (as limited by past practice), or in the case of “sweeps” periods, except in either case in unusual circumstances of which the Company shall notify the Union, in advance, time permitting.

(2) In the case of work which has a time deadline which could not otherwise be met.

(3) Consistent with Article 1, Paragraph C, in the case of work (such as animation) which cannot be performed on the premises, either because the Company component does not have equipment on the premises which is required to perform the work, or because the equipment which the Company component does have is already in use.

(4) If, in its reasonable judgment, the Company determines it does not have the in-house capability.

If a question of subcontracting is submitted to arbitration, the reasonableness of the Company’s judgment shall be reviewable by an arbitrator who may take into account all relevant evidentiary factors.

B. It is understood and agreed that the performance of such work by others, as described in Paragraph A. shall not be used to reduce the number of Employees hereunder or the normal volume of work, or to avoid the assignment of overtime to any of the Employees covered by this Agreement.

(See also Sideletter 4)

III. UNION SECURITY

A. It is the intent of the parties to this Agreement that the Union shall have the maximum union security permissible under the law. In the event that any change in the applicable laws by statute or by final decision of a Court of competent authority takes place during the life of this Agreement, such favorable change shall be incorporated by reference in this Agreement until such time as the Union and the Company agree to meet within one (1) week after one party has notified the other and adjust the Union Security provisions of this Agreement so that the Union will continue to have the maximum security permissible under the law.

B. In hiring Artists under this Agreement, Company will give prior consideration to persons who have had experience as Artists in the employ of Company.

IV. WAGES

<u>A.</u>	<u>1/2/11</u>	<u>4/1/12</u>
Associate Art Director	1,419.00	1,447.00
Assistant At Director	1,357.00	1,384.00
Graphic Artist		
0-12 months	1,066.00	1,087.00
Over 12 months	1,143.00	1,166.00
Over 24-36 months	1,223.00	1,247.00
Over 3 years	1,317.00	1,343.00

<u>B.</u>		
0-12 months	847.00	864.00
Over 12 months	940.00	959.00

B. In any week that an Artist is upgraded to Assistant Art Director three or more times, he/she shall be upgraded for the entire week. In any week that an Artist is upgraded to Associate Art Director three or more times, he/she shall be upgraded for the entire week. Such upgrades shall continue to be made solely at the discretion of management.

C. Nothing herein contained shall be deemed or construed so as to preclude or otherwise limit the Employer from paying compensation to an Artist in addition to the base rate of pay herein before specified for his/her particular job classification. Such additional compensation shall not, unless the Company and the employee agree otherwise, be included in the base rate of pay for purposes of this Supplement and may be discontinued by the Employer on two weeks written notice. However, Employees who, as of March 1, 1987, have additional compensation included in their base pay shall be governed by the provisions of Article V.E. of the 1984 Supplement.

Similarly, and with respect to any Artist receiving increased compensation over and above the minimum base rate of pay specified for his/her particular job classification, prior to the effective date of this said increased compensation, or the Agreement, by reason of a merit increase or any reason theretofore granted to such Artist or otherwise, base rate of pay specified for his/her particular job classification under this Agreement, whichever is greater, shall be considered the base rate of pay for that Artist in his/her particular job classification for all purposes, including the computation of overtime and penalty pay. In the application of the wage rates set forth herein, it is agreed that no Artist who may be receiving a higher rate of pay than that which is commensurate with his/her whole length of service with the Employer shall suffer any loss in compensation as a result of the execution of this Agreement. If any Artist is receiving a rate above scale at the time of the execution of this Agreement he/she shall continue to receive the dollar differential between scale and his/her rate as long as he/she remains in the same classification.

D. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

V. WORK WEEK, WORK DAY AND OVERTIME

A. Work Week

The regular work week shall consist of a total of forty (40) hours, in five (5) days within the period from 12:01 A.M. Sunday to 12:00 Midnight Saturday with two (2) consecutive days off within such period; provided, however, that the last day off of one week and the first day off of the following week shall be considered as two (2) consecutive days off. (See also Sideletter 5)

B. Work Day

A regular work day shall consist of the hours elapsed from the time an Employee is assigned to report to work until the completion of his/her assignment, all such elapsed hours, being considered as time worked, for which the Employee shall be entitled to be paid.

The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Overtime

1. One and one-half (1½) times the Employee's regular rate of pay shall be paid for
 - (a) All work performed in excess of forty (40) hours within the regular work week.
 - (b) All work performed in any work day in excess of eight (8) hours.
 - (c) All work performed on a scheduled day or days off.

2. The first half-hour of overtime worked on any day will constitute the minimum unit of overtime; overtime in excess of one-half hour shall be paid in minimum units of fifteen (15) minutes.

3. Work paid for at overtime rates for any one purpose shall be excluded in computing overtime worked for all other purposes.

D. Rest Between Assignments

The first work assignment of any Employee on any work day shall begin not sooner than ten (10) hours after the conclusion of his/her last work assignment; in addition thirty-four (34) hours shall constitute one (1) day off and fifty-eight (58) hours shall constitute two (2) days off, and premium pay of one-half the regular hourly rate of pay shall be paid for all hours worked that invade the above rest periods. Such premium payments shall not be offset against overtime.

The ten (10) hour rest period between assignments shall be applicable, whether occurring

- (i) between work on days normally considered work days,
- (ii) between work on a regular work day and work on a "day off,"
- (iii) between work on a "day off" and work on a "day off,"
- (iv) between work on a "day off" and work on a regular day.

E. Minimum call on scheduled days off

Any Employee called in to work on a scheduled day off shall be credited with a minimum call of eight (8) hours.

F. Schedule Change

The Company agrees to post the assignment schedule no later than 4:00 P.M. on Thursday of the second preceding week, showing two (2) days off. This schedule posting requirement will be considered met by electronic posting via computer system. If a new schedule is not posted, the preceding schedule will prevail.

The Company may change an Employee's daily starting time, provided, however, the

Employee receives notice of such change prior to the end of a shift on the preceding day or twenty-four (24) hours prior to the commencement of a new shift, whichever is less. The Company may, at any time, change an Employee's shift by adding hours to his/her regular shift.

The Company shall give the Employee timely notice of any change of his/her days off. Timely notice shall be twenty-four (24) hours prior to the scheduled days off. If the Company fails to give timely notice to the Employee, the Employee shall be paid for all hours worked, including overtime at time and one-half the Employee's regular rate for that day.

G. Stand-by

The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

H. Call-back

If, after completion of work on any regularly scheduled work day an Artist is called back to work on the same work day, all of the intervening time shall be credited to him/her as time worked for all purposes; and the intervening time, plus the time actually worked on the call-back, shall be in no event less than four (4) hours. Where the foregoing provision as to call-back applies, the provisions herein before contained dealing with the ten (10) hours rest period shall not be applicable, however, except for actual hours worked.

I. In addition to the weekly rates of pay hereinbefore set forth for the Artists described, any Artist who is assigned to work between the hours of 12:00 Midnight and 8:00 A.M. shall receive an additional fifteen (15%) percent of his/her regular (or base) hourly rate of pay for all those hours which are worked during such period, which increased hourly compensation, or "night differential", shall constitute his/her base hourly rate of pay for such night work for all purposes, including the computation of overtime. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 7:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 6:00 a.m.

J. If an Artist has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at one-half his straight time of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

K. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

L. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

VI. VACATIONS

A. The "vacation season" shall be from January 1 to December 31, inclusive, of each year. Vacations shall be given at such time as the Company specifies; but the Company agrees to take into account the preferences of the Employee affected whenever it can reasonably do so. In addition, it is agreed that vacation preference shall be applied on the basis of seniority, subject to the operating needs of the business.

B. Weekly staff Employees with at least three (3) months' service shall be given the following vacation with pay each year, based on their seniority date with the Company, but these periods shall not be cumulative from year to year unless otherwise agreed:

<u>SENIORITY DATES</u>	<u>WEEKS OF VACATION</u>
From April 1 of preceding year through March 31 of current year.	1 week
From April 1 of 5th preceding year through March 31 of preceding year.	2 weeks
Prior to April 1 of 5th preceding year.	3 weeks
During the 15th year.	4 weeks
During the 20th year.	5 weeks

C. Vacations will be scheduled to begin after scheduled days off.

D. It is agreed that early in the calendar year; a representative of the Union may meet with the appropriate Company official for the purpose of discussing the scheduling of vacations during the coming year.

E. Upon termination of their employment for any reason, Employees shall receive pro rata payments in lieu of vacation in accordance with the following:

(i) For those who have not received a vacation during that vacation year:

<u>EMPLOYEES HIRED</u>	<u>VACATION SEVERANCE</u>
With less than 3 months' service	0
After 3/31 of current year	0
Between 1/1 and 3/31 of current year	5 days (after 3 months' service)

If the Employee is Entitled to:

	<u>1 Week's</u> <u>Vacation</u>	<u>2 Weeks'</u> <u>Vacation</u>	<u>3 Weeks'</u> <u>Vacation</u>	<u>4 Weeks'</u> <u>Vacation</u>	<u>5 Weeks'</u> <u>Vacation</u>
last day of work is: between 12/26 and 1/31	2 days' pay	5 days' pay	9 days' pay	13 days' pay	17 days' pay
during February	2 days' pay	6 days' pay	10 days' pay	14 days' pay	17 days' pay
during March	3 days' pay	7 days' pay	10 days' pay	14 days' pay	17 days' pay
April or later	4 days' pay	8 days' pay	11 days' pay	14 days' pay	18 days' pay

(ii) All other employees who have received all or part of the current year's vacation, deduct days received from the days schedule.

F. If, at the request of the Company, an Employee is recalled from his/her vacation or is required by the Company to change or postpone an approved vacation in order to accept an assignment by the Company, he/she shall be reimbursed for any costs reasonably attributable to the interruption or change in his/her vacation. An Employee who is recalled from his/her vacation shall receive the unused portion of his/her vacation on completion of such assignment, or as soon thereafter as practicable. In addition, such Employee shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled period of his/her vacation up to a maximum of five (5) additional days.

G. Carryover of vacation from one year to the next shall be in accordance with Company policy.

VII. HOLIDAYS

- A. The following days shall be holidays:
- New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Presidents' Day (third Monday in February)
 - Memorial Day (Last Monday in May)
 - Fourth of July (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)

Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving Day
 Christmas Day (December 25)

B. If any Employee is required to work on any such holiday, he/she shall receive holiday pay and for the first eight (8) hours be paid at the rate of time and one-half his/her regular hourly rate; however, for all overtime hours he/she shall be paid at the rate of two and one-half (2½) times his/her regular hourly rate. The Employee may elect to take a compensatory day in lieu of the premium rate of

time and one-half his/her regular hourly rate earned hereunder, provided, however, that such compensatory day shall be taken at a time which is mutually convenient to himself and the Company.

C. In the event any of said holidays shall fall on an Employee's scheduled day off, he/she shall have another day added to his/her vacation or shall have another day off at another time, as the Employee and the Company shall mutually agree.

D. When a holiday falls within the vacation time of any Employee, on a day which would, except for his/her vacation, have been enjoyed by him/her as a holiday, he/she shall be given one (1) additional day of vacation.

VIII. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article IV. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article IV, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article IV. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. In addition to the foregoing reasons, the equivalent of two weekly temporary Graphic Artists in network news graphics and the equivalent of one weekly temporary Graphic Artist in the local graphics unit, which individual(s) are employed at the time of the layoff, may be retained in the unit in which the layoff occurred. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

H. The minimum call for any Temporary Employee shall be four (4) hours. If the four (4)-hour call is extended, the minimum call shall be eight (8) hours.

I. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

J. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

IX. DISCHARGES

See Article X of the National Agreement.

X. REHIRINGS AND SENIORITY

A. If the position from which any such regular weekly Employee was laid off becomes available within a period of one (1) year from the date of the layoff, the Company agrees that the Employee to be hired to fill such vacancy will be the Employee last laid off and the Company agrees to offer the position to such last laid off Employee, provided such laid off Employee has the qualification for and ability to perform the work. If such Employee is re-employed within such period, he/she shall be restored to the salary and seniority he/she had as of the date of the layoff.

B. Employees covered by this Agreement shall accrue seniority by component, as defined in Article I, Paragraph B. Layoffs and recalls shall be made separately by each component and there shall be no bumping from one component to the other.

If the parties agree that an Employee may transfer from one component to the other, he/she shall not lose the seniority which he/she has earned in the first component but his/her entire service with the Company as an Artist shall be considered seniority within the component to which he/she transfers.

XI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2)

weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XII. NO STRIKE OR LOCKOUT

No Artist shall be penalized by the Company for his/her refusal as an individual to cross any duly authorized Union (Writers Guild of America) picket line against the Company.

In the event of any strikes by any other Union, or by the Union, concerning matters or members not covered by this Agreement, the Artists covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

In the case of a strike against the Company, no Artist shall be penalized by the Employer for refusal to work with non-Union operating personnel where such personnel are performing the functions of an Artist.

The word "penalized" as used above is intended to cover any punitive action such as, but not limited to, discharge, discipline or loss of earned vacation, earned seniority or earned pension rights. It is not intended to impose or imply any obligation to pay Artists who refuse to cross such picket lines.

XIII. TRAVEL

A. See National Staff Agreement, Article VI.

B. Where the production or point of origin of any program covered by this Section is within the territorial jurisdiction as defined above, the Employer may assign the work to any Artist employed under this Agreement. At its election, CBS may also send an Artist or Artists on temporary assignment to the point of origin of a CBS program produced or

originating outside of the territorial limits specified in this Section. The Employer, however, will continue its practice of making every reasonable effort to avoid requiring an Artist to accept a remote temporary assignment either within, or outside of, said territorial jurisdiction, where the Artist involved has any good reason for refusing such assignment. It is recognized that the requirements of the business are such that the Employer must reserve the right to require acceptance of such an assignment in question. However, this privilege shall not be exercised in a manner to cause any layoff in any location covered by this Agreement.

C. See also National Staff Agreement, Article VII.

XIV. LEAVES OF ABSENCE

Leaves of absence without pay but not in excess of one (1) year may be granted with right of reinstatement, upon mutual agreement of the Company and the Union.

See also National Staff Agreement, Article VIII.

XV. CREDITS

A. Whenever credit is given on any program produced by the Company to anyone other than the Producer, Director, members of the cast, Writer or Scenic Designer, the Company will give credit to the Artist or any other Employee of this unit if he/she has contributed original creative drawings, or illustrations or lettering to the program. Where the same Employee is responsible for such contribution to the program which is broadcast two (2) or more times a week, credit need be given to such Employee only once a week.

B. Wherever the Company exercises control over credits on programs not produced by the Company and approves credits to anyone other than the Producer, Director, members of the cast, Writer, Scenic Designer, Choreographer, Music Composer, or Musical Director, the Company will also approve such credit for the Artist or any other Employee of this unit if he/she has contributed original creative drawings, or illustrations, or lettering, where requested by the Producer.

XVI. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By:_____

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

By:_____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Courtroom Artists)

This will confirm our understanding that freelance Artists which the news department may hire to sketch events on occasion may find it necessary to complete their work at the CBS facilities. In such event, when the freelance Artists so return, they may complete their work in the CBS Graphic Arts Department, but shall not be permitted to use the materials and/or machines of the CBS Graphic Arts Department.

SIDELETTER 2

(Sophisticated Electronic Devices/Familiarization)

The Company and the Union recognize that sophisticated electronic graphics devices are now among the basic tools used to produce television graphics. Accordingly, this will confirm our understanding that the Company will fully familiarize Graphic Artists at the CBS News Division and WCBS-TV with respect to the aspects of such devices (e.g., AVA, Dubner, Paintbox) in order to fully exploit their artistic skills with respect to the utilization of such devices.

The Company will meet with the Union and the Employees to discuss what the appropriate allotment of time will be for training and practice on each piece of equipment.

Upon request, the Company will meet with the Union to discuss any problems Graphic Artists may have concerning scheduling the use of such devices.

SIDELETTER 3

(Network Election Graphics)

Notwithstanding the changes made to Article II (Subcontracting) as a result of the 1987 negotiations, this will confirm that in instances where network election graphics are subcontracted, the parties agree that, in accordance with past practice, the Graphic Artists will be consulted regarding the design of such graphics.

SIDELETTER 4

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

**2010 – 2013 STAFF NEWS ASSIGNMENT DESK PERSONS AND WRITERS -
(WASHINGTON, D.C.) SUPPLEMENT TO THE WGA-CBS NATIONAL
STAFF AGREEMENT**

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**2010 - 2013 STAFF NEWS ASSIGNMENT DESKPERSONS AND WRITERS
(WASHINGTON, D.C.) SUPPLEMENT TO THE WGA-CBS NATIONAL
STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed by the Company in Washington, D.C. as Staff News Assignment Deskpersons and Writers (as hereinafter more particularly defined), and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the "Company" referred to herein): WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. A staff News Assignment Deskperson and Writer (hereinafter sometimes called "Employee" or "Writer") is that person employed on the staff of the Washington Network News Bureau of CBS News in Washington, D.C., who writes, re-writes, edits, condenses, performs customary news desk duties, or otherwise treats news material secured by the Company from news associations and from the Company's own and other sources such as teletype, newspapers, magazines, personal interviews, etc. The said duties may be performed only by a staff News Assignment Deskperson and Writer except as follows:

(1) as provided in Paragraph C below; or

(2) if performed as has been practiced in the past by the Bureau Chief, the Assistant Bureau Chief, and the immediate supervisor of the Employee covered by this Agreement or by a Company employee assigned as a Producer in connection with the program(s) to which he/she is so assigned, or

(3) if performed by a person employed by the Company as a staff newsman, solely for his/her own use and not for use by others.

(4) employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit during the prior week. The Company shall keep records of such individuals who write.

C. Nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company, provided he/she is engaged primarily to perform managerial/supervisory duties:

(i) for network radio - Vice President Radio News, Executive Editor, News Director/Executive Producer;

(ii) for network television - Executive or Senior Producers (for their own programs) and one other supervisor.

The News Director and the Assistant News Director may write from time to time by reason of such person's knowledge of the specific subject matter involved or when time constraints require. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated. The Company agrees that except as provided above and except in news emergencies, department heads, managers and assistant managers or other supervisors as defined in the National Labor Relations Act (hereinafter "Act") will not write news material. The Union agrees that nothing in this Agreement covers those persons who write material solely for their own use and do not write material for use by others.

D. A staff News Assignment Deskperson and Writer may also be required to perform such other duties as they have been in the practice of performing in the past.

E. The Company will not ask for a staff News Assignment Deskperson and Writer to write commercial copy.

F. The term News Assignment "Deskperson and Writers" shall mean all persons employed by the Company:

(i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

G. The term “literary materials” shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

H. Deskpersons/Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union.

II. HOLIDAYS

The following days shall be holidays:

- New Year’s Day (January 1)
- Martin Luther King Day (third Monday In January)
- Presidents’ Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)

If an employee is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if an Employee is required to work on Thanksgiving Day or Christmas Day or New Year’s Day, Labor Day, Fourth of July, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee’s request, a second compensating day off. The above pay shall be in addition to such compensating day’s credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which an Employee may become entitled pursuant to the foregoing, the Employee may elect to receive payment of one-fifth of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

III. USE OF MATERIALS

A. Definition of terms: The term “Materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term

“materials produced for the Company” means all materials written, conceived or furnished by a Writer as part of the Writer’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a Writer’s own time” means all other materials written or conceived by a Writer.

B. Materials produced on a Writer’s own time shall belong exclusively to such Writer 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit to use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company’s rejection of such offer, the Writer has not consummated an agreement or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a Writer represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right to use of all such materials for all purposes for all times.

IV. SALARIES

The Company agrees that staff News Assignment Deskpersons and Writers shall be paid:

<u>LENGTH OF EMPLOYMENT</u>	<u>SALARY PER WEEK</u>	
	<u>1/2/11</u>	<u>4/1/12</u>
First Year	746.00	761.00
Third six months	1,232.00	1,257.00
Fourth six months	1,335.00	1,362.00
Two years or more	1,528.00	1,559.00

Any Writer who, as of March 1, 1993, was receiving a staff salary in excess of the then applicable minimum, shall receive the same dollar amount of overscale payment under this Agreement (but not more than one-hundred (\$100) in excess of such minimum).

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

V. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of an Employee shall consist of forty (40) hours in five (5) days (inclusive of meal periods.) While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5).

Each Employee shall be granted two (2) consecutive days off each week; provided, however, Sunday and Saturday in the same calendar week, when given as days off to facilitate schedule changes, shall satisfy this provision. (See also Sideletter 4)

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

C. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

D. If an Employee is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay of one-half the regular hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Employees shall be scheduled so that a single day off will permit an Employee to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than fifty-eight (58) hours. If an Employee is called in before the expiration of such thirty-four (34) hour period or such fifty-eight (58) hour period, he/she shall be paid penalty pay of one-half the regular hourly rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph D shall not be offset against overtime or any penalties to which he/she may otherwise be entitled.

E. If an Employee is required by the Company to work on any day in excess of five (5) in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefore at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day inclusive of the meal period. If an Employee who is required to work on a scheduled day off is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of eighteen dollars (\$18.00) unless his/her assignment is necessitated by the illness of another Employee, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

F. Night Shift Differential

For each hour worked between Midnight and 7:00 A.M. each Employee so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

G. If at any time in the opinion of an Employee and the Union such Employee is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinbefore provided.

H. Any Employee who has been assigned to the “overnight” shift without rotation for more than six (6) consecutive months shall, at the Employee’s request, be removed from such assignment and shall not be reassigned to the “overnight” shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the “overnight” shift, the above paragraph shall be inapplicable to him/her for so long as period as he/she continues to remain assigned to such “overnight” shift for such program or programs. In its notice of employment, the Company shall set forth the “overnight” shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the “overnight” shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the “overnight” and will not be reassigned to another “overnight” shift for at least six (6) months from day of removal from the “overnight”.

Rotation or reassignment from an “overnight” assignment shall be made only in instances where a comparable non-“overnight” assignment exists. For example, assignment to the program “Nightwatch” is not a comparable assignment to serving as a News Assignment Deskperson.

This Paragraph H shall not apply to Employees hired on or after April 2, 2002.

I. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. An Employee's day off for the first and second of the three weeks as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

J. If an Employee has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

K. An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Employee, which the Company was not aware of forty-eight (48) hours before giving such notification.

L. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

M. A staff News Assignment Deskperson who works when the Assignment Manager or Bureau Chief, or their management designee, is not at the Washington Network News Bureau, shall receive in addition to his/her regular compensation, the sum of two dollars and seventy cents (\$2.70) for each hour he/she is assigned as Acting Editor.

When a Newswriter has been upgraded as an Acting Editor under this Article for at least one hundred twenty-five (125) full days during the preceding calendar year, he/she shall receive the sum of nineteen dollars and forty-five cents (\$19.45) effective January 2, 2011 for each day of vacation, for each compensating day off, and for each day of paid sick leave to which he/she is entitled, in addition to his/her regular pay for the day.

Any network television Newswriter who performs Acting Editor duties for one hundred twenty-five (125) full days during the preceding calendar year shall be made an Editor under the Staff News Editor Supplement.

N. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (½) time for the first eight (8) hours worked and one and one-half (1½) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

O. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) and seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days off. However, the Company agrees that jury duty shall count towards consecutive days.

VI. DINNER ALLOWANCE

A staff News Assignment Deskpersion and Writer shall be entitled to receive dinner money in accordance with the Company policy.

VII. CREDITS

The Company shall give credit to the Writer of each program as follows:

- (1) Video credit to the Writer of each television program;
- (2) Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Writer who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Writer who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such

days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Writer assigned as an Acting Editor will be entitled to credit on the same basis and in the same manner as a staff News Editor covered by the Staff News Editors Supplement.

The forms of credit available to the Company for staff Writers shall be as follows:

- Writer(s)
- Written by
- Produced and written by
- Written and produced by
- Newswriter(s)
- Documentary script by
- Narration written by
- Special material written by
- Special script material by
- Continuity written by
- Interview material written by
- Special material by

Credit to staff Writers shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

VIII. NETWORK COMMERCIAL FEES

A. The Company agrees that during the term of this Agreement, it will not withdraw any commercial fees which were being paid to Writers prior to the date of this Agreement on a program produced by the Company, so long as that program remains on the air on a commercial network basis. The Company further agrees that it will not cancel or alter the format of such program to evade the obligations of this paragraph.

B. Radio: Writers assigned by the Company to write a radio network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program, according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>
0 to 5 minutes	\$ 4.50
Over 5 to 10 minutes	7.25
Over 10 to 15 minutes	10.50
Over 15 to 30 minutes	17.00
Over 30 minutes	25.50

C. Television: Writers assigned by the Company to write a television network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>	
	<u>NEWS PROGRAMS</u>	<u>DOCUMENTARY PROGRAMS</u>
0 - 5 minutes	\$ 8.00	\$ 9.00
Over 5 - 10 minutes	12.50	15.25
Over 10 - 15 minutes	19.00	23.50
Over 15 - 30 minutes	29.25	41.00
Over 30 - 60 minutes	46.25	55.00
Over 60 minutes	53.00	62.50

D. Election, Convention and Space Shot Fees: Any Writer who is assigned by the Company to write political party convention coverage, or election night coverage, or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of nine dollars and thirty-five cents (\$9.35) per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

E. Simulcasts: Each writer assigned by the Company to write a network program for simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of one hundred and thirty-three and one-third percent (133%) of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Paragraph B or C of this Article VIII).

F. Multiple Program Rate: The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A</u>	<u>B</u>
<u>NUMBER OF PROGRAM</u>	<u>APPLICABLE MULTIPLE OF</u>
<u>BROADCASTS PER WEEK</u>	<u>SINGLE PROGRAM RATE</u>

2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Writers are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

In the case of "saturation type" programming, such as the Texaco programming on ABC as of April 1, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one day per week, each Writer who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

G. The fees provided in this Article VIII are to be paid to Writers for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more Writers are assigned to a single broadcast, the fees provided in this Article VIII are to be paid jointly to such Writers and severally to each Writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

H. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Writer writes only opening, closing, promotional, public service, and/or other "filler" material for a co-op program, which material is broadcast on a network during the period(s) when local commercial announcement(s) or other local announcement(s), may be or are broadcast by local station(s), such Writer shall not be entitled to any commercial fee for such program.

I. For the initial network commercial broadcast of any program which was written by a Writer(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program one hundred percent (100%) of the then applicable commercial fee.

IX. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Writers, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Writer and the Company.

X. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article IV. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article IV, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article IV. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be effective December 29, 2002.

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the

use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a

Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall

be paid at a base rate equal to 130% of the highest weekly salary set forth in Article IV, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

J. Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following three (3) calendar years – 2000, 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XII. PRODUCER FEES

If an Employee is asked by the Company to serve as the Producer of a program in addition to his/her duties as a staff News Assignment Deskperson and Writer on the program, compensation in addition to his/her staff salary as a staff news Assignment Deskperson and Writer and minimum commercial fee (if any is required) will be negotiated with such Employee. Nothing herein shall be deemed to require that a Producer be assigned to each program.

XIII. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Split Shift)

During the negotiations for the 1977 CBS-WGA Washington, D.C. Supplement the Company agreed to delete from V. B. the following: "Except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article V. B. so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1973-1977 Agreement shall continue and are expressly waived hereby.

SIDELETTER 2

(Editing By Others)

It is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air delivery, or who are editorially responsible for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

Notwithstanding any practice to the contrary, the functions of Futures Producer shall not be exclusive to WGA covered employees.

SIDELETTER 3

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 4

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 5

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I.C. of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 6

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- a. Directing the work of other employees, including bargaining unit personnel.
- b. Work with management as directed in order to plan and execute assignments.
- c. Attempt to resolve performance problems with other employees, including bargain-

ing unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.

d. Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

**2010 - 2013 WCBS-TV RESEARCHERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL
STAFF AGREEMENT**

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**2010 - 2013 WCBS-TV RESEARCHERS (NEW YORK)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 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 at 555 West 57 Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048, and affiliated with the Union; and also acting on behalf of the present and future members of the Union who are or may be employed hereunder, and CBS Broadcasting Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52 Street, New York, New York 10019 (the "Company" referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. This Agreement applies and is limited in its application to Researchers (as hereinafter defined) now or hereafter engaged by the Company for work for WCBS-TV at the CBS Broadcast Center, 518 and 524 West 57 Street, New York City. The term "Researcher", as used herein, means a person employed by the Company for the principal purpose of doing research work for the local news programs and for the public affairs or documentary-type programs produced for WCBS-TV.

This Agreement does not cover other Company personnel, such as producers (including executive, assistant, and associate producers), news executives, and reference and research librarians (unless such producers, executives, or librarians meet the "principal purpose" test of the prior sentence), nor does this Agreement cover persons in the field of news represented by another union or in another WGA bargaining unit. Nothing herein shall be deemed to cover experts of recognized standing in a specialty hired as consultants.

II. DUTIES

As assigned by the Company, Researchers shall perform those duties and services previously performed by Researchers at WCBS-TV and such other duties and services as may be assigned and which are not inconsistent therewith.

It is not the Company's intent to assign work previously performed by such Researchers to other categories of employees who have not performed those duties in the past where such assignment would displace persons covered hereunder. Nor is it the Company's intent

to displace persons covered hereunder by assignment of those duties to persons employed for the principal purpose of performing secretarial work.

III. SALARIES

Staff Researchers shall be paid a staff salary not less than:

<u>YEARS OF SERVICE AS STAFF RESEARCHERS</u>	<u>SALARY PER WEEK</u>	
	<u>1/2/11</u>	<u>4/1/12</u>
0-1	542.00	553.00
Over 1-2	643.00	656.00
Over 2	704.00	718.00

Any Researcher who, as of March 1, 1993, was receiving a staff salary in excess of the then applicable minimum, but not more than one hundred dollars (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

When a Researcher is upgraded to Assignment Editor, he/she shall receive no less than the appropriate escalator step of the Assignment Editor's salary.

IV. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Researchers shall consist of forty (40) hours in five (5) days inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week subject to the payment of overtime and/or sixth or seventh day payments, as applicable.

The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for

more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half ($\frac{1}{2}$) hour at time and one-half ($\frac{1}{2}$) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

B. Overtime shall be compensated at the rate of time and one-half ($\frac{1}{2}$) of the regular hourly rate of pay for each hour worked in excess of eight (8) hours in a work day or for each hour worked in excess of forty (40) hours in a work week.

C. (i) The Company shall give Researchers two (2) consecutive days off each week. (See also Sideletter 3)

(ii) A Researcher, if required by the Company to work on any day in excess of five (5) in any work week, shall be credited with a minimum of eight (8) hours of time worked on such day and be compensated therefor at the rate of time and one-half of his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day inclusive of meal period.

D. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

E. For each hour worked between Midnight and 7:00 A.M. each Researcher so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

F. If a Researcher is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half (1/2) times his/her regular straight-time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Researcher shall be scheduled so that a single day off will permit a Researcher to be continuously absent from employment not less than thirty-four (34) , and two (2) consecutive days off will permit such continuous absence not less than Fifty-eight (58) hours. If a Researcher is called in before the expiration of such thirty-four (34) hour period or such fifty-eight (58) hour period, he/she shall be paid penalty pay in an amount equal to one-half (1/2) times his regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph G shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

G. If at any time in the opinion of a Researcher and the Union such Researcher is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery, as provided in the National Staff Agreement.

H. If a Researcher has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

I. The Company will not assign a Researcher to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Researcher within four hours; however, if the Researcher is not released within four hours, the Researcher shall receive an additional four (4) hours at his/her straight time rate.

J. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (1/2) time for the first eight (8) hours worked and one and one-half (1 1/2) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory

days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

K. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

V. DINNER MONEY

Staff Researchers shall be entitled to receive dinner money in accordance with Company policy.

VI. HOLIDAYS

The following days shall be holidays for Researchers:

- New Year's Day
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Day

In the case of Washington's Birthday, Memorial Day, and Columbus Day, the holiday shall be deemed to be the day designated by the Personnel Department of the Company that year; and if not so celebrated, the calendar day (e.g., Columbus Day: October 12).

If a Researcher is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be added to the Researcher's vacation.

Further, if a Researcher is required to work on Labor Day, the Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employees request, a compensatory day off.

The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which a Researcher may become entitled pursuant to the foregoing, he/she may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

VII. CREDITS

The Company will give on-the-air credit to a Researcher when, in the Company's judgment, the Researcher's contribution to the program so warrants.

VIII. USE OF MATERIALS AND RESEARCH MATTER

A. If a staff Researcher is given a specific assignment by the Company to write "material" or "literary material", as those terms are used in the WGA Theatrical and Television Basic Agreement, WGA-Network Television Documentary Freelance Minimum Basic Agreement, WGA-Network Basic Agreement, WGA Radio Freelance Minimum Basic Agreement respectively, such Researcher shall be covered for such assignment by whichever of the above freelance agreements is appropriate.

B. Definition of other terms: The term "matter produced for the Company" means all matter written, conceived or furnished by a staff Researcher as part of such Researcher's routine work or pursuant to any specific assignment by the Company other than a writing assignment covered under A above. The term "matter produced on a staff Researcher's own time" means all other matter written or conceived by a staff Researcher.

C. Matter produced on a staff Researcher's own time shall belong exclusively to such Researcher who shall retain full title herein, legal and equitable, and shall have the right at any time to use or dispose of such matter for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Researcher shall use or permit the use of any such matter for or in connection with any broadcast purpose, or use or permit the use of any such matter having as its primary subject any broadcast activity, he/she shall first submit to the Company both the matter and a complete offer for the Company's use of such matter.

Following the submission of such offer, the Company shall have five (5) days in which to accept it in writing. In the event that the Company does not accept the offer, or in the event that the five-day period is not extended by mutual consent of the Company and the Researcher, such offer shall be deemed to have been rejected and the Researcher shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Researcher shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Researcher shall be free to conclude negotiations with any third party.

If within six months the Company's rejection of such offer, the Researcher has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such matter, then before the Researcher can use or license the use of such matter to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company.

Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Researcher to evidence his/her rights to use any of the said matter.

D. All matter produced for the Company, or which a staff Researcher represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such matter for all purposes for all time.

IX. STAFF AND FREELANCE EMPLOYMENT

A. Staff Employment: Researchers assigned to work on the regularly scheduled news programs of the type of the Six O'Clock Report and the Eleven O'Clock Update shall be employed solely on a staff basis or in accordance with the provisions applicable to vacation relief employment and temporary employment.

It is understood that the Company may employ researchers on a staff basis to work on the other programs within the scope of this Agreement.

B. Freelance Employment: If CBS intends to employ an individual on a freelance basis for the principal purpose of doing research work for programs within the scope of this Agreement, other than those specified in Paragraph A above, CBS shall notify the WGA prior to such employment, and, at the WGA's request, will promptly meet to negotiate with respect to the wages, hours, terms and conditions of such freelance employment.

Notwithstanding anything to the contrary elsewhere in this Agreement, if no agreement is reached between CBS and the WGA within sixty (60) days of the notice described above, the WGA or CBS may, upon forty-eight (48) hours written notice to the other party, engage in a strike or lockout of the employees covered hereunder solely concerning issues relative to terms and conditions of freelance employment.

Should CBS fail to notify the Guild as required above concerning the employment of a freelance Researcher, the sixty (60) day period mentioned in the above paragraph will be reduced by the number of days between the date that such freelance Researcher is employed and the date that CBS notified the Guild as required.

Anything to the contrary in this Agreement notwithstanding, the parties agree that terms and conditions of freelance employment will be negotiated and may not be submitted to arbitration.

Before employment, the freelance Researcher will be advised of the pending negotiation with respect to the wages, hours, terms and conditions of such freelance employment and that the parties have agreed in principle that a union security provision will be applicable to such employment.

In no event shall such freelance Researcher be compensated at less than the applicable rate specified in Article III - Salaries.

X. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XI. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article III, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee. In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article III, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been continuously employed with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, continuously employed shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of continuously employed.

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been continuously employed as set forth above in each of the following three (3) calendar years 2000, 2001 and 2002 then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XII. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Freelance Employees)

The letter confirms our understanding that the reference to “all employees covered hereunder” in Article II, Recognition and Warranty of the National Staff Agreement, includes freelance employees, except those specifically excluded elsewhere in this Agreement.

The Company shall notify all freelance employees at the time of hiring that the Company and the WGA have not yet negotiated all terms and conditions of freelance employment, but shall do so in the manner set forth in this Agreement. Further, the Company shall advise each prospective freelance employee that the parties have agreed in principle that a union security provision will be applicable to such freelance employment.

The Company states that as of the date of execution of this Agreement there are no freelance employees currently employed at WCBS-TV who, if employed, would be covered by this Agreement.

SIDELETTER 2

(Nonexclusive Technical Duties)

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 3

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

**2010 - 2013 STAFF RADIO AND TELEVISION NEWSWRITERS
(CHICAGO) SUPPLEMENT TO THE WGA-CBS NATIONAL
STAFF AGREEMENT**

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(CHICAGO) SUPPLEMENT TO THE WGA-CBS NATIONAL
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SUPPLEMENTAL AGREEMENT made as of the 19th day of October, 2010 , 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 at 555 West 57th Street, New York, New York 10019 (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 W. Third Street, Los Angeles, California 90048 and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed at WBBM and/or WBBM-TV as staff Radio and Television Newswriters (as hereinafter more particularly defined) and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal Chicago office at 630 North McClurg Court, Chicago, Illinois 60611 (the “Company” referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. This Agreement applies and is limited in its application to Staff Newswriters, as hereinafter defined (hereinafter called Staff Newswriters or Staff Newswriter) now or hereafter employed by the Company in Chicago.

C. The term “Staff Newswriters” shall mean all staff Radio and Television Newswriters employed by the Company at Chicago, Illinois, excluding staff Continuity Writers, Writers employed principally for writing electrical transcription, special events (other than Writers regularly doing News writing work), or publicity or for writing principally for short-wave, or experimental broadcasting or for other experimental purposes, reporter contacts, assignment editors and program contacts in the WBBM-AM and WBBM-TV News Departments, reporters in the Public Affairs Department, performing personnel who write or edit exclusively for their own performance or themselves, Department heads, managers, assistant managers, supervisory News Editors, and all other supervisors as defined in the Labor Management Relations Act, as amended.

D. Further, the term Newswriter shall mean a person employed on the staff of the Company in Chicago on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs, or news inserts on programs, or special events, or auditions therefor.

With respect to Newswriters, the term “write” shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company’s own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

E. The term “staff Newswriters” shall mean all persons employed by the Company:

(i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

F. The term “literary materials” shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company.

G. No Prejudice Claim It is further agreed that the scope of this contract is without prejudice to any claim which may hereafter be asserted by the Guild to the effect that News Editors employed by the Company in Chicago do not constitute supervisors within the meaning of the said Act.

H. Nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company: for radio, the News Director, Assistant News Director and Managing Editor; for television, the News Director, Assistant News Director, Executive Producers and the Producer of each program. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated. The Company agrees that except as provided above and except in news emergencies, department heads, managers, and assistant managers or other supervisors as defined in the National Labor Relations Act (hereinafter “Act”) will not write news material.

Employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request.

I. Performing Personnel Nothing contained in this Agreement shall be construed or operate in any way to prevent performing personnel who write or edit exclusively for their own performance or themselves from doing so, and to that extent from performing the writing or other duties of Staff Newswriters.

J. Newswriters may be assigned to any related professional duties not within the exclusive jurisdiction of another union

II. HOLIDAYS

The following days shall be holidays:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)

If a Newswriter is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a Newswriter is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off.

The above shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which a Newswriter may become entitled pursuant to the foregoing, the Newswriter may elect to receive payment of one-fifth of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

III. USE OF MATERIALS

A. Definition of terms: The term “Materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “materials produced for the Company” means all materials written, conceived or furnished by a Newswriter as part of the Newswriter’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a Newswriter’s own time” means all other materials written or conceived by a Newswriter.

B. Materials produced on a Newswriter’s own time shall belong exclusively to such Writer 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company’s rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

C. All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

IV. MODIFICATION OF EXISTING AGREEMENTS, TRANSFERS OF RESPONSIBILITY

A. See National Staff Agreement, Article IX.

B. The terms of this contract supersede previous terms of contracts completed heretofore, except as it applies to the National Staff Agreement, and except where an individual Newswriter has obtained better terms from the Company provided such individual agreement has been approved by the Guild.

C. Simulcast: In the event of a simulcast being carried out under this Agreement, it is agreed that both parties shall meet to determine conditions for simulcasts. Nothing, however, shall prevent the simulcast from taking place.

V. SALARIES

A. The Company agrees that Newswriters shall be paid not less than the following staff salaries:

<u>PERIOD OF EMPLOYMNT</u>	<u>1/2/11</u>	<u>4/1/12</u>
0-9 months	716.00	730.00
9-18 months	1,012.00	1,032.00
18-24 months	1,112.00	1,134.00
24-30 months	1,188.00	1,212.00
30-36 months	1,355.00	1,382.00
Over 36 months	1,521.00	1,551.00

Nothing shall prevent the Company from paying a higher wage to a Newswriter in recognition of individual merit, ability, years of service, or other considerations. (See also Sideletter 1)

Any Newswriter, who as of March 1, 1993, was receiving a staff salary in excess of the then applicable minimum, but not more than one hundred (\$100) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

B. Salary Payment: Newswriters shall be paid weekly salaries based upon their length of employment with the Company in accordance with the schedule of salaries made part of this Agreement.

C. Progression In Salary: When new Employees are hired, the Company intends to integrate them into the progression provided for in the salary scale of this Agreement and to advance them therein in accordance with its appraisal of the seniority, individual merit, experience in the Radio-Television field, allied or related work ability, and other considerations. At the time of hiring or at any time after the employment of a new Employee, at

the Guild's request, the Company will consult and meet with the Guild concerning such factors and will advise the Guild of the starting salary or the new salary, as the case may be, which it proposes to pay such Employee with a view toward integrating said Employee into an equitable salary. The Company's decision with respect to such matters shall be final and conclusive and shall not be subject to arbitration under the arbitration provisions of this contract.

D. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

VI. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Newswriters, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Newswriter and the Company.

VII. SALARIES - NETWORK PROGRAMS

If a staff Writer is assigned by the Company to write for a network program or programs, his/her minimum weekly salary for each week during which he/she is so assigned shall be \$790.00.

VIII. WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week of Newswriters shall consist of forty (40) hours in five (5) days inclusive of meal periods. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours or on days worked in excess of five (5).

1. A "week" as distinguished from a "work week" shall consist of a period of seven (7) consecutive days beginning with the commencement of the broadcasting day by the Company in Chicago at 12:01 A.M. on Sunday.

2. The number of hours worked in any week by any Newswriter shall consist of the number of consecutive hours intervening between the beginning of his/her first assignment to perform staff duties on each of the five (5) days during the particular week of which such work week is a part and the conclusion of his/her last assignment to perform staff duties on each of said days.

3. Two (2) consecutive days off totaling not less than fifty-eight (58) hours and in accordance with existing scheduling practices shall be granted each Newswriter in each calendar week. Saturday followed by Sunday shall qualify as consecutive days off.

B. The workday shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period. The meal period may be given at any point during the work day, including at the conclusion of seven and one-half (7½) hours of work. In the alternative, an employee may be assigned to an on-duty meal, in which case the work day shall consist of eight (8) consecutive hours. It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment of overtime for any time worked in excess of eight (8). Overtime shall be compensated for in money at the rate of time and one-half. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

In this regard, it is understood that a “day” shall consist of the period beginning with the commencement of broadcasting by the Company in Chicago on any day to the close of broadcasting so begun, provided, however, that no day shall consist of more than 24 hours.

C. Night Shift Differential: All Newswriters at WBBM-AM who shall work after the hours of 12:00 Midnight and prior to 7:00 A.M., shall receive, in addition to their regular pay, Six Dollars (\$6.00) for each night worked.

All Newswriters at WBBM-TV who shall work after the hours of 12:00 Midnight and prior to 7:00 A.M., shall receive, in addition to their regular pay, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay for all those hours which are worked during such period. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m."

D. Assignment schedules for a three (3) week period will be posted by the Company at least six (6) days in advance of the earliest date appearing on such schedule. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule. The Company may revise the schedule in order to cover emergencies, but agrees to take full responsibility in seeing to it that the Writer or Writers affected are informed of said changes.

E. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided. The Company agrees to pay overtime compensation at the rate of time and one-half in the following instances:

(1) Hours worked by any Newswriter in any work week in excess of forty (40) or in excess of five (5) days, or hours worked in excess of eight (8) in any day, inclusive of meal periods.

(2) If a Newswriter is required by the Company to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid penalty pay in an amount equal to one-half (?) times his/her regular straight time hourly rate of pay for all hours worked within such ten (10) hour period. Time off for Newswriters shall be scheduled so that a single day off will permit a Newswriter to be continuously absent from employment not less than thirty-four (34) hours, and two (2) consecutive days off will permit such continuous absence not less than fifty-eight (58) hours. If a Newswriter is called in before the expiration of such thirty-four (34) hour period or fifty-eight (58) hour period, he/she shall be paid penalty pay in an amount equal to one-half (?) times his/her regular straight time hourly rate of pay for all hours worked within such thirty-four (34) hour period or such fifty-eight (58) hour period. The penalty pay specified in this Paragraph shall not be offset against overtime or any other penalties to which he/she may otherwise be entitled.

(3) Should a Newswriter be required to work on his/her day off, he/she shall receive a minimum of eight (8) hours' credit at overtime rates. Such additional compensation shall not, however, be paid for any hour for which the Newswriter shall be entitled to overtime compensation under sub-paragraph F(1) above.

F. If an Employee has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

G. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

H. Any Newswriter who has been assigned to the “overnight” shift without rotation for more than six (6) consecutive months shall, at the Writers request, be removed from such assignment and shall not be reassigned to the “overnight” shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the “overnight” shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such “overnight” shift for such program or programs. In its notice of employment, the Company shall set forth the “overnight” shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the “overnight” shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the “overnight” and will not be reassigned to another “overnight” shift for at least six (6) months from day of removal from the “overnight”.

This Paragraph I shall not apply to Employees hired on or after April 2, 2002.

I. The Company will honor an Employee’s request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (?) time for the first eight (8) hours worked and one and one-half (1?) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management’s election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

In cases where the Company has 48 hours or more notice that a news broadcast will exceed its regularly scheduled time, requiring the rendition of overtime services from Employees, the Company must use its best efforts to notify any Employee whose schedule may be affected by the broadcast schedule change at least 36 hours in advance of such change.

J. Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) day actually worked, e.g. days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

IX. SENIORITY - LOCAL

Seniority and ability shall be taken into consideration in all assignment of days off, vacations, or other cases of preference. In the event a Newswriter believes that this provision of the contract has not been observed and if the matter cannot be adjusted by discussion between the Guild and the Company, the Company agrees that the subject may be arbitrated in accordance with the provisions of this contract.

X. CREDITS

The Company shall give credit to the Writer of each program as follows:

- (1) Video credit to the Writer of each television program;
- (2) Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a

week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor will be entitled to credit on the same basis and in the same manner as a staff News Editor covered by the Staff News Editors Supplement.

On WBBM Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

- Writer(s)
- Written by
- Produced and written by
- Written and produced by
- Newswriter(s)
- Documentary script by
- Narration written by
- Special material written by
- Special script material by
- Continuity written by
- Interview material written by
- Special material by

Credit to staff Newswriters shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

XI. DINNER ALLOWANCE

Newswriters shall be entitled to receive dinner money in accordance with Company policy.

XII. HAZARD PROTECTION

In the event that any Employee is assigned to hazardous work, including but not limited to assignments involving fires, climbing on roof tops, climbing aloft on vessels, or on the roof of moving vehicles, work as a war correspondent, flight in any commercial aircraft, etc., he/she shall, for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment, in the amount of

Fifty Thousand Dollars (\$50,000), and providing for a weekly indemnity in the amount of One Hundred Dollars (\$100), in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

1. Said benefits shall be payable to the beneficiary designated by the member; failing to designate a beneficiary, such indemnity shall be payable to the estate of the member. Premium shall be paid by the Company.

2. The insurance provided herein shall be in addition to any Worker's Compensation Insurance or other protection required to be carried by the Company by any Federal, State or Municipal Law.

3. The Company shall not be under any obligation to provide the above insurance in the case of any member who fails to comply with the Company's instructions regarding the method and time of reporting activities coming within the purview of these paragraphs.

4. The Company will fully protect and compensate any Employee for losses resulting from collision, property damage and personal liability which may be incurred while such Employee's automobile is in use on a Company assignment.

XIII. WORKING CONDITIONS

A. See National Staff Agreement, Article XX.

B. The Company will make available to each Newswriter adequate private facilities in desks or lockers for personal and Company purposes in appropriate working areas.

XIV. NETWORK COMMERCIAL FEES

A. The Company agrees that during the term of this Agreement, it will not withdraw any commercial fees which were being paid to Newswriters prior to the date of this Agreement on a program produced by the Company, so long as that program remains on the air on a commercial network basis. The Company further agrees that it will not cancel or alter the format of such program to evade the obligations of this Paragraph.

B. Radio: Newswriters assigned by the Company to write a radio network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program, according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>
0 to 5 minutes	\$ 4.50
Over 5 to 10 minutes	7.25
Over 10 to 15 minutes	10.50
Over 15 to 30 minutes	17.00
Over 30 minutes	25.50

C. Television: Newswriters assigned by the Company to write a television network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>	
	<u>NEWS PROGRAMS</u>	<u>DOCUMENTARY PROGRAMS</u>
0 to 5 minutes	\$ 8.00	\$ 9.00
Over 5 to 10 minutes	12.50	15.25
Over 10 to 15 minutes	19.00	23.50
Over 15 to 30 minutes	29.25	41.00
Over 30 to 60 minutes	46.25	55.00
Over 60 minutes	53.00	62.50

D. Election, Convention and Space Shot Fees: Any Newswriter who is assigned by the Company to write political party convention coverage, or election night coverage, or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of nine dollars and thirty-five cents (\$9.35) per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

E. Simulcasts: Each Newswriter assigned by the Company to write a network program for simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of one hundred and thirty-three and one-third percent (133 1/3%) of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Paragraph B or C of this Article XIV.)

F. Multiple Program Rate: The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A</u> <u>NUMBER OF PROGRAM</u> <u>BROADCASTS PER WEEK</u>	<u>B</u> <u>APPLICABLE MULTIPLE OF</u> <u>SINGLE PROGRAM RATE</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

In the case of “saturation type” programming, such as the Texaco programming on ABC as of April 1, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one day per week, each Newswriter who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

G. The fees provided in this Article XIV are to be paid to Newswriters for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more Newswriters are assigned to a single broadcast, the fees provided in this Article XIV are to be paid jointly to such Writers and not severally to each Writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

H. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Newswriter writes only opening, closing, promotional, public service, and/or other “filler” material for a co-op program, which material is broadcast on a network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such Newswriter shall not be entitled to any commercial fee for such program.

I. For the initial network commercial broadcast of any program which was written by a Newswriter(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program one hundred percent (100%) of the then applicable commercial fee.

XV. LOCAL AND REGIONAL NETWORK COMMERCIAL FEES

In no event shall commercial fees be payable on any local program or regional network defined. The term "Regional Network" as used in this Article shall mean programs originating in the Chicago area and not available to stations other than those in the following areas: Illinois, Michigan, Ohio, Indiana, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska, Iowa, Kansas, Oklahoma, Texas, Arkansas, Missouri, Kentucky, New Mexico, Montana, Colorado and Wyoming.

XVI. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article V. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article V, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article V. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan.

Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the

use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time positions. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., "Unit" is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a

Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company's notice of employment to the Union shall include the Employee's name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and
3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article V, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been "continuously employed" with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, "continuously employed" shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of "continuously employed".

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been "continuously employed" as set forth above in each of the following three (3) calendar years 2000, 2001 and 2002 then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XVII. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra's day pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her vacation relief employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVIII. PRODUCER FEES

If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and minimum commercial fee (if any is required) will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

XIX. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By:_____

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

By:_____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Producer Fees)

Your signature below will signify agreement that any over-scale payment currently being made to Writers performing the duties of Writer-Producer at WBBM-TV shall not be reduced for the duration of the current WGA-CBS Agreement so long as the duties continue to be assigned to such Writer.

SIDELETTER 2

(Editing By Others)

It is understood that the duties of Newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own-on-air delivery, or who are editorially responsible for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his/her normal duties, select recorded material, or portions, thereof, for news broadcast purposes and not be covered by this Agreement.

In local television, in addition to those who have exercised editorial judgement in the past, those who can write under Article I, H. above, and not more than three (3) (four (4) effective April 2, 1997) producers may exercise editorial judgement provided:

- 1) they perform primarily work outside the exclusive jurisdiction of Newswriters, and
- 2) they have significant editorial responsibility for the material being edited.

Also, technicians covered by another labor agreement who edit video may exercise editorial judgement in connection with such editing for up to thirty-three and one-third percent (33-1/3%) of the packages edited in a given month. The Company will keep records of such assignments and make them available to the WGA upon request. The parties will, at the request of either party, discuss such assignments on a shop-by-shop basis. This letter will not impact prior practices involving technicians editing other material.

Any staff Newswriter laid off during the term of this Agreement as a direct result of the increased use of producers exercising editorial judgement shall receive an additional multiple of basic severance.

SIDELETTER 3

(Seniority Lists)

The parties agree that Employees hired hereunder as of March 2, 1977 will be placed in one of the following four seniority lists:

1. Television Network
2. Radio Network
3. Local Television
4. Local Radio

Seniority will accrue only on the list an Employee is placed on, it being understood that Employees with such "separate seniority" will not be transferred against their will. Employees on staff prior to March 2, 1977 who had overall seniority will continue to accrue seniority as heretofore. Attached hereto is a list of staff Newswriters on staff as of March 1, 1977.

NEWSWRITERS ON STAFF IN CHICAGO AS OF MARCH 1, 1977

Benes, James
 Colvin, Leon
 Schaeffer, Allen E.
 Schuble, Donald

SIDELETTER 4

(Split Shift)

During the negotiations for the 1977 CBS-WGA Chicago Staff Newswriters Agreement the Company agreed to delete from VIII B. the following: "except when operational requirements make such scheduling impossible and impracticable."

The Union has agreed that, in those unique situations where the Company has relied upon the deleted language in the past, it will grant waivers of Article VIII B. so that the Company may operate as it has heretofore, it being further understood that exceptions, if any, existing prior to the expiration of the 1977-1981 Agreement shall continue and are expressly waived hereby.

SIDELETTER 5

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 6

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I, Sections C. and I. of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

(i) write their own news material for broadcast and which may be subsequently broadcast by others; or

(ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or

(iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop. No newswriter on staff in a local TV shop on March 2, 1985 will be laid off because of the utilization of (i) or (ii) of this provision in that shop. No newswriter on staff in a local TV shop on March 2, 1986 will be laid off because of the utilization of (iii) of this provision in that shop.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 7

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- a. Directing the work of other employees, including bargaining unit personnel.
- b. Work with management as directed in order to plan and execute assignments.
- c. Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producers direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- d. Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 8

(Special Provisions for Contract Producers at WCBS-TV, WBBM-TV and KCBS/KCAL-TV)

The following shall apply with respect to Producers at WCBS-TV, WBBM-TV and KCBS-TV/KCAL-TV covered by this Agreement and who are offered and agree to personal services contracts. For purposes of this agreement, such Producers shall be referred to as Contract Producers.

Provided the Company offers such Contract Producers a personal services contract including the following:

1. An annualized salary of not less than \$105,000. A Producer working at the time this Agreement is entered into who is earning more than \$105,000 per year and who is converted to a Contract Producer shall not have his/her salary reduced for a period of two years from the date he/she is moved to the Producer seniority list.
2. Cycles of at least thirteen weeks, provided that a newly-employed Contract Producer's first cycle shall be at least twenty-six weeks, which may be followed by cycles of at least thirteen weeks;

3. The minimum salary set forth above shall be in lieu of all other fees, premiums, penalties or other compensation provided for in the WGA-CBS Agreement, including, but not limited to, night differential, overtime, missed meal penalties and acting editor fees. In light of the professional nature of their job duties, Contract Producers shall be paid on a salary basis regardless of the number of hours worked.

4. For work on sixth or seventh days or on a holiday provided in the CBS-WGA Agreement, Contract Producers shall receive a compensating day off to be scheduled with the Station at a mutually agreeable time within ninety (90) days. If not taken within ninety (90) days, the Station may assign a day off within sixty (60) days or pay for the day based on straight time based on an annualized salary of \$105,000.

5. A Contract Producer's personal service contract and employment may be terminated at the end of any cycle, provided that he is given at least six weeks' notice of such termination or pay in lieu of such notice. If pay in lieu is utilized, termination may be without prior notice.

6. In lieu of Articles X, XI and Sideletter 3 of the CBS-WGA National Agreement, the following shall apply:

(i) any such Contract Producer who is laid off or discharged (other than for insubordination, dishonesty, reporting to work intoxicated or under the influence of illegal drugs, or gross misconduct) will be, subject to the execution of a general release, entitled to severance pay computed on the basis of two weeks' pay for each year of service. There is a total cap of seventy-eight weeks for severance pay, notice pay and pay-out of cycle.

(ii) any Producer who is not offered a personal services contract or who does not accept the Station's offer of a personal services contract as described above, will continue to be employed pursuant to the terms of the CBS-WGA Agreement.

7. There shall be a separate seniority list of such Contract Producers for each of the three stations which shall be utilized in case of layoff. In the event of a layoff, the Company shall lay off from such seniority list in accordance with the layoff procedure set forth in the second full paragraph on page 31 of Sideletter 3 of the CBS-WGA National Agreement. Any Newswriter who is laid off but who would not have been laid off had the Contract Producers not had a separate seniority list, will, subject to the execution of a general release, receive two (2) weeks' pay for each year of service with a total cap of seventy-eight weeks as described above in paragraph 6.

8. At the end of any calendar quarter, a Contract Producer who believes that he has worked excessive hours for an extended period, the Guild may request a meeting to dis-

Discuss the Contract Producer's concerns. If the Contract Producer has averaged over fifty-two and one-half (52½) hours per week, at the Guild's request the Company will monitor the Contract Producer's hours over the next calendar quarter and report back to the Guild and the Contract Producer. If the Contract Producer has once again averaged over fifty-two and one-half (52½) hours per week, hours in excess of fifty-two and one-half (52½) in any work week during that quarter will be compensated at straight time based on an annualized salary of \$105,000.

SIDELETTER 9

(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 10

(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

**2010 – 2013 STAFF RADIO AND TELEVISION PROMOTION
WRITER/PRODUCERS AND NEWSWRITERS (LOS ANGELES)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

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**2010 – 2013 STAFF RADIO AND TELEVISION PROMOTION
WRITER/PRODUCERS AND NEWSWRITERS (LOS ANGELES)
SUPPLEMENT TO THE WGA-CBS NATIONAL STAFF AGREEMENT**

SUPPLEMENTAL AGREEMENT as of the 19th day of October, 2010, by and between 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 W. Third Street, Los Angeles, California 90048, and 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 at 555 West 57th Street, New York, New York 10019 affiliated with the Union (hereinafter called the “Union”), and also acting on behalf of the present and future members of the Union who are or may be employed as staff Radio and Television Newswriters (as hereinafter more particularly defined) and CBS BROADCASTING INC., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (the “Company” referred to herein); WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

I. SCOPE

A. See National Staff Agreement, Article I.

B. The term “Promotion Writer/Producer” shall mean all persons employed on the staff of the Company in Los Angeles on salary to write script, continuity, commercial, promotional and other “literary materials” as defined below, designed to be broadcast, whether live or pre-recorded.

C. The term “Newswriter” shall mean a person employed on the staff of the Company in Los Angeles on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs or news inserts on programs, or special events, or auditions therefore.

With respect to Newswriters, the term “write” shall include rewriting, condensing, or otherwise treating news material secured by the Company from news associations and from the Company’s own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

D. The term “staff Promotion Writer/Producers and staff Newswriters” shall mean all persons employed by the Company:

(i) where the essence of the arrangement is that such Writer shall be a regular staff Employee of the Company and enjoy the benefits normally accorded to staff Employees of the Company; and

(ii) where such engagement contains no specified term of employment (but may guarantee a minimum period of employment); and

(iii) where such engagement does not limit the right of the Company to assign the Writer to one or more specific programs or program series.

E. The term “Staff Writers” where used in this Agreement shall refer to staff Newswriters and staff Promotion Writer/Producers, as defined herein. It is agreed that the term “staff Writers” shall not include:

(1) Writers employed principally for writing for electrical transcriptions, special events or publicity, or for writing principally for short wave, frequency modulation or experimental broadcasting or experimental purposes, except that persons employed as staff Writers as defined above shall be covered by all the terms of this Agreement when assigned to write special events.

(2) Department heads, managers, or their immediate assistants except when they are assigned to write news, script, continuity or other literary materials designed to be broadcast on a regular basis, in which event they shall be included within the term “staff Writers.” Unless such persons are included within the term “staff Writers” as provided in this Paragraph, E(2), they shall not write news, script, continuity or other literary materials except under the following circumstances:

When an emergency exists (an emergency shall be deemed to exist when no staff Writer is available, and the fact that a staff Writer is unavailable by reason of vacation shall not of itself constitute an emergency); however, nothing contained in this Agreement shall prohibit the following individuals from performing any writing duties for the Company, provided he/she is engaged primarily to perform managerial/supervisory duties:

(i) for local radio - one Assistant News Director , one Managing Editor, and the Director of Promotion;

(ii) for local television - four Senior Producers (for their own programs) and one Managing Editor.

The News Director and, except for local radio, the Assistant News Director may write from time to time by reason of such person’s knowledge of the specific subject matter involved or where time constraints require. If any of the job titles specified in this section change during the term of this Agreement, the supervisors with comparable responsibility will be designated.

(3) Persons who prepare material for delivery on the air by themselves, except where such material is used on a dramatic program involving two or more characters and any character is played by any person in addition to the author.

(4) Persons otherwise employed by the Company who make incidental changes in scripts written by others.

F. The term “literary materials” shall be deemed to include all forms of material for broadcast over radio or television, including commercial material and promotional material except where the latter is to be used only on a local basis over a station not owned or operated by the Company. Notwithstanding the foregoing, it is agreed that the term “literary materials” shall not include material for broadcast over television as dramatic, comedy and comedy-variety programs, whether commercial or sustaining, which material and the Writers thereof shall be covered by the applicable freelance agreement. When assigned any of these three types of programs, staff Writers will be suspended from the staff but shall retain all contract benefits and seniority privileges.

G. A “Network Promotion Writer-Producer” is a Promotion Writer who is assigned to produce as well as write promotional spots, it being understood that the weekly base salary provided herein includes the fee for such production work.

H. Newswriters and Promotion Writer/Producers may be assigned to any related professional duties not within the exclusive jurisdiction of another union. The Company and the Guild each reserves its legal position with respect to “hyphenation” and the Company will notify the Guild in advance should it arrive at a plan to hyphenate employees. (See also Sideletter 4.)

I. Employees who edit video under another agreement may write in connection with such editing, provided they are paid at the highest applicable technician scale under that other agreement. The number of such employees shall be limited to twenty-five percent (25%) (rounded up to the next whole number) of individuals regularly assigned to edit video under another agreement during the prior week. The Company shall keep records of such individuals who write and shall provide such records to the Union upon request.

II. CLASSIFICATION OF STAFF WRITERS

A. Staff Radio Writers: There shall be two classes of staff Radio Writers employed by the Company hereunder:

(1) A Senior Staff Radio Writer, if not regularly assigned to hard news or specified hours, is one who before his/her employment by the Company has had more than six (6) months writing experience on the staff of any radio station in a city with a population of 500,000 or more, or who has had radio material written by him/her broadcast over such station on thirteen (13) half-hour or twenty-six (26) quarter-hour sponsored programs, or who has written on a freelance basis two (2) or more half-hour dramatic scripts which have been broadcast over a national radio network, or equivalent television writing experience, or who has served as a Junior Staff Radio Writer for a period of one year or more as hereinafter set forth.

(2) A Junior Staff Radio Writer, if not regularly assigned to hard news or specified hours, is one employed on the Company's staff for the purpose of training as a Writer. No Writer may remain in the status of Junior Staff Radio Writer (if not regularly assigned to hard news or specified hours) for a period of more than one year.

B. Staff Television Writers: There shall be two classes of staff Television Writers employed by the Company hereunder:

(1) A Senior Staff Television Writer, if not regularly assigned to hard news or specified hours, is one who before his/her employment by the Company has had more than six (6) months writing experience on the staff of any television network or of any television station in a marketing area with a population of 500,000 or more, or who has had television material written by him/her broadcast over such station on thirteen (13) half-hour or twenty-six (26) quarter-hour sponsored programs, or who has written on a freelance basis two (2) or more transcontinental or four (4) or more regional network scripts, such scripts having been broadcast either live or by film, or who has had equivalent radio writing experience, or who has served as a Junior Staff Writer for a period of one year or more as hereinafter set forth.

(2) A Junior Staff Television Writer, if not regularly assigned to hard news or specified hours, shall be hired for the purpose of training as a Senior Staff Writer. Such Junior Writer shall be hired for a period of one year and thereafter shall be considered a Senior Staff Television Writer (if not regularly assigned to hard news or specified hours).

C. Staff Writers Regularly Assigned to Hard News or Specified Hours: There shall be two classes of staff Writers regularly assigned to hard news or specified hours employed by the Company hereunder:

(1) A Senior Staff Writer, regularly assigned to hard news or specified hours, is one who has had one (1) or more years of news writing experience under the following circumstances:

- (a) employment as a staff Newswriter by any nation-wide radio or television network, or
- (b) employment as a reporter or rewrite man on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
- (c) employment as a Newswriter on the staff of AP or UPI in a marketing area with a population of 500,000 or more, or
- (d) employment as a Newswriter on the staff of an all news or talk/news radio station in a city with a population of 500,000 or more, or
- (e) employment as a Newswriter on the staff of any VHF television station in a marketing area with a population of 500,000 or more, or

Any employment under (a) above shall be deemed to be employment as a Newswriter by the Company in determining the minimum salary applicable and three (3) or more years of experience under employment specified in (b), (c), (d) or (e) above shall entitle any Newswriter engaged hereunder to at least six (6) months credit for purposes of applying the salary schedule hereinafter set forth.

(2) A Junior Staff Writer, shall be hired for the purpose of training as a Senior Staff Writer.

“News writing experience” shall be determined by the Company based upon the above criteria. If in the Guild’s opinion the Company’s determination is unjustified, it may demand that such determination be reconsidered by the Company in conference with a representative named by the Guild. Any such demand by the Guild must be made in writing not later than four (4) weeks after receipt of notice of employment and starting salary. If the Company and the representative are unable to reach agreement upon the Writer’s “news writing experience,” either party may demand that the Company’s determination be arbitrated in accordance with the provisions of the National Staff Agreement.

III. SALARIES

A. (1) Base Salaries. Staff Writers shall receive the following weekly minimum rates of pay:

<u>CLASSIFICATION</u>	<u>1/2/11</u>	<u>4/1/12</u>
<u>JUNIOR</u>		
Radio Staff Writer or TV Staff Writer*	582.00	594.00
<u>SENIOR</u>		
<u>Radio Staff Writer**</u>		
Local 1st year	1,048.00	1,069.00
2nd year	1,236.00	1,261.00
Regional 1st year	1,193.00	1,217.00
2nd year	1,422.00	1,450.00
<u>TV Staff Writer</u>		
Local	1,236.00	1,261.00
Regional	1,422.00	1,450.00
<u>Radio and TV*</u>		
First 12 Months	1,078.00	1,100.00
Third Six Months	1,226.00	1,251.00
Fourth Six Months	1,374.00	1,401.00
Twenty-Four Months or more (See also Sideletters 5 and 6)	1,521.00	1,551.00
<u>Local Promotional Writer – Producer</u>		
0-2 years	1,188.00	1,212.00
2-3 years	1,260.00	1,285.00
3 years or more	1,337.00	1,364.00
<u>Network Promo/Writer-Producer</u>		
0-2 years	1,166.00	1,189.00
2-3 years	1,236.00	1,261.00
3 years or more	1,424.00	1,452.00

*If assigned to hard news, specified hours, or documentaries.

**If not assigned to hard news, specified hours, or documentaries.

Any Writer who, as of March 1, 1993 was receiving a staff salary in excess of the then applicable minimum, but not more than One Hundred Dollars (\$100.00) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

(2) Staff Writers not Regularly Assigned to Hard News or Specified Hours. Staff Writers not regularly assigned to hard news or specified hours will receive, when assigned to hard news or specified hours, overtime compensation in accordance with the terms of this Agreement on any day in which their total hours worked exceed eight (8) hours.

In addition, a Staff Writer assigned to hard news or specified hours on more than two days in a work week will receive overtime compensation for all hours worked in excess of eight (8) hours for every day of such work week.

B. Experience Fees. A local staff Promotion Writer/Producer who has written commercial programs for a total of fifty-two (52) weeks shall thereafter receive in addition to his/her applicable minimum staff salary a fee of Five Dollars (\$5.00) per week.

C. Daily Rate. At KNX only, the Company may, in order to cover staff assignments in the case of sickness, vacation, emergency, or where a lack of a daily rate would cause an unreasonable work load, employ Writers on a daily basis. The daily compensation for such services shall be 22.4 percent of the applicable weekly salary set forth herein, except that the daily rate of compensation for work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day shall be 33.6 percent of the applicable weekly salary. The provisions of Articles I; II; III B, D, E, F, G, and J; VI A (with the exception of the rest period provisions set forth therein), B, C, F; VII B, C, F, I; VIII; IX and X of this Agreement and the Grievance and Arbitration provisions of the National Staff Agreement shall apply to Writers employed on a daily basis.

<u>KNX DAILY HIRE Rates</u>	1/2/11	4/1/12
<u>First 12 Months</u>		
Daily Rate	233.93	238.70
Hourly Rate	29.24	29.84
Holiday Daily Rate	334.72	341.55
Holiday Hourly Rate	41.84	42.69
<u>Third Six Months</u>		
Daily Rate	266.04	271.47
Hourly Rate	33.26	33.93
Holiday Daily Rate	380.67	388.44
Holiday Hourly Rate	47.58	48.55
<u>Fourth Six Months</u>		
Daily Rate	298.16	304.02
Hourly Rate	37.27	38.00
Holiday Daily Rate	426.63	435.01
Holiday Hourly Rate	53.33	54.38
<u>Twenty-Four Months or more</u>		
Daily Rate	330.06	336.57
Hourly Rate	41.26	42.07
Holiday Daily Rate	472.27	481.59
Holiday Hourly Rate	59.03	60.20

D. **Other Duties.** A staff Writer may be required to render services to the Company additional to or other than his/her normal duties as a staff Writer provided that his/her total compensation during such week shall be no less than the higher of the applicable salary rates. In addition, the Writer shall be paid a fee of \$10.00 (\$14.00 in the case of Local Promotion Writer and Radio and TV Staff Writer not assigned to hard news or specified hours) toward which any commercial writing fees earned may be credited.

Such fee will not be applicable to Newswriters assigned as an acting editor, copy desk editor, producer or associate producer.

It is understood that such services involved in the preparation of a program script as have been customarily performed by Writers shall be considered a part of a Writer's normal duties.

E. **Acting Editor/Copy Desk Editor Fee.** Serving as Acting Editor, Copy Desk Editor or Assignment Editor shall mean serving as the Editor in charge of the News Bureau, supervising copy prepared by others, assigning work to personnel within the jurisdiction of the News Bureau or being in charge of the news desk alone without supervision.

A staff Writer assigned as an Acting Editor or Copy Desk Editor, Assignment Editor or as a Producer or Associate Producer will receive, for each hour he/she is so assigned, in addition to any other compensation to which he/she is entitled, the sum of two dollars and fifty cents \$3.00 (three dollars) per hour effective January 2, 2011. When an Employee has been upgraded under this Article for at least one hundred twenty-five (125) full days during the preceding calendar year, he/she shall receive the sum of nineteen dollars and forty-five cents (\$19.45) effective January 2, 2011, for each day of vacation, for each compensating day off, and for each day of paid sick leave to which he is entitled, in addition to his/her regular pay for the day.

Any network television newswriter who performs Acting Editor duties for one hundred twenty-five (125) full days during the preceding calendar year shall be made an Editor under the Staff News Editors Supplement.

F. **Syndicated News Film.** A staff Writer who prepares material for syndicated news film shall be deemed to be a transcontinental staff Newswriter unless assigned to recognized regional network shows, in which case he/she shall be deemed to be a regional staff Writer.

G. **Election and Convention Fee - Regional Commercial Programs.** Any Writer who is assigned by the Company to write political party convention or election night coverage for any regional network commercial radio or television program, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of Five dollars (\$5.00) per broadcast day.

H. If the Company assigns a staff Writer to any broadcast to plan layouts, make allocations of time for various stories and segments of stories and determine suitability of material for such broadcast, he/she shall be credited as Producer for that broadcast except that, if the Company designates a person who is not a staff Writer to perform the aforesaid duties, the staff Writer when assisting the Producer in performing those duties shall be credited as an Associate Producer.

A staff Writer credited as Producer or Associate Producer will be paid in accordance with the "Acting Editor/Copy Desk Editor Fee" as provided in Paragraph E above.

I. If a staff Writer is assigned by the Company to write for a network program or programs, his/her minimum weekly salary for each week during which he/she is so assigned shall be as follows:

<u>SALARY PER WEEK</u>		
<u>CATEGORY</u>	<u>EFFECTIVE DATE</u>	
	<u>01/27/08</u>	<u>01/25/09</u>
Newswriters	1,521.00	1,551.00
Promotion Writer/Producers	1,424.00	1,452.00

J. Producer Fees. If a Newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Newswriter on the program, compensation in addition to his/her staff salary as a Newswriter and other fees, as applicable, will be negotiated with such Writer. Nothing herein shall be deemed to require that a Producer be assigned to each program.

K. If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

IV. NETWORK COMMERCIAL FEES - NEWSWRITERS

A. The Company agrees that during the term of this Agreement, it will not withdraw any commercial fees which were being paid to Newswriters prior to the date of this Agreement on a program produced by the Company, so long as that program remains on the air on a commercial network basis. The Company further agrees that it will not cancel or alter the format of such program to evade the obligations of this Paragraph.

B. Radio: Newswriters assigned by the Company to write a radio network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program, according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>
0 to 5 minutes	\$ 4.50
Over 5 to 10 minutes	7.25
Over 10 to 15 minutes	10.50
Over 15 to 30 minutes	17.00
Over 30 minutes	25.50

C. Television: Newswriters assigned by the Company to write a television network commercial news program, except programs covered by Paragraph D below, shall receive commercial fees for the writing of such program according to the following schedule:

<u>PROGRAM LENGTH</u>	<u>COMMERCIAL FEE</u>	
	<u>NEWS PROGRAMS</u>	<u>DOCUMENTARY PROGRAMS</u>
0 to 5 minutes	\$ 8.00	\$ 9.00
Over 5 to 10 minutes	12.50	15.25
Over 10 to 15 minutes	19.00	23.50
Over 15 to 30 minutes	29.25	41.00
Over 30 to 60 minutes	46.25	55.00
Over 60 minutes	53.00	62.50

D. Election, Convention and Space Shot Fees: Any Newswriter who is assigned by the Company to write political party convention coverage, or election night coverage, or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of nine dollars and thirty-five cents (\$9.35) per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

E. Simulcasts: Each Newswriter assigned by the Company to write a network program for a simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of one hundred and thirty-three and one-third percent (133 1/3%) of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Paragraph B or C of this Article IV).

F. Multiple Program Rate: The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A</u> <u>NUMBER OF PROGRAM</u> <u>BROADCASTS PER WEEK</u>	<u>B</u> <u>APPLICABLE MULTIPLE OF</u> <u>SINGLE PROGRAM RATE</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

In the case of "saturation type" programming, such as the Texaco programming on ABC as of April 1, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one day per week, each Newswriter who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

G. The fees provided in this Article IV are to be paid to Newswriters for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more Newswriters are assigned to a single broadcast, the fees provided in this Article IV are to be paid jointly to such Writers and not severally to each Writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

H. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Newswriter writes only opening, closing, promotional, public service, and/or other "filler" material for a co-op program, which material is broadcast on a network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such Newswriter shall not be entitled to any commercial fee for such program.

I. For the initial network commercial broadcast of any program which was written by a Newswriter(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program one hundred percent (100%) of the then applicable commercial fee.

J. With reference to this Article IV, it is understood that in no event shall commercial fees be payable on any regional network news program.

V. NETWORK COMMERCIAL FEES - PROMOTION WRITER/PRODUCERS

A. Each Writer assigned by the Company to write a commercial radio program, if such program is of the type covered by the successor agreement to the 1968 WGA Radio Freelance Minimum Basic Agreement, shall receive a commercial program fee of not less than the following amount:

<u>PROGRAM LENGTH</u>	<u>1 PGM. PER WK.</u>	<u>2 PGMS. PER WK.</u>	<u>3 PGMS. PER WK.</u>	<u>4 PGMS. PER WK.</u>	<u>5 PGMS. PER WK.</u>	<u>6 PGMS. PER WK.</u>
5 minutes or less	\$ 52	\$ 79	\$100	\$121	\$135	\$148
10 minutes or less (but more than 5 minutes)	58	103	135	163	180	201
15 minutes or less (but more than 10 minutes)	114	156	201	239	271*	297
30 minutes or less (but more than 15 minutes)	226	292	367	430	478	530
45 minutes or less (but more than 30 minutes)	271	426	530	620	690	759
60 minutes or less (but more than 45 minutes)	372	566	696	807	898	988
<u>Over 60 minutes</u>	392					

*For writing scripts acquired from same Writer or Writers for use on serials, broadcast as five 15-minute programs per week: for the five scripts \$189.

All the above rates are subject to twenty (20%) percent discount where the Writer or Writers have a 13-week non-cancellable guaranteed contract.

B. Each Writer assigned by the Company to write a commercial television program, if such program is of the type covered by the successor agreement to the 1968 WGA Television Freelance Minimum Basic Agreement, shall receive a commercial program fee of not less than seventy-five (75%) percent of the appropriate rate set forth in Article XI A or its successor Article of such freelance agreement.

C. Each Writer assigned by the Company to write a program for simulcast, shall, if both the radio and television programs are commercially sponsored, receive a total fee of no less than 1-1/3 times the applicable fee for the television program (if only one medium is sponsored, he/she shall receive no less than the appropriate fee for that medium as set forth in A or B of this Article V), provided, however, that nothing in this subparagraph shall be construed so as to reduce the fees which any Writer may have individually negotiated.

D. In the event a Writer is writing a commercial program as of the date of this Agreement he/she shall receive for such services the scale set forth above or his/her present fee, whichever is higher, and such higher fee shall apply so long as the program is written by the same Writer, sponsored by the same sponsor, and broadcast by the same company.

E. If any commercial program is discontinued and later reinstated by the Company during the term of this Agreement, the Writer shall receive the scale set forth in subdivision A of this Article V, or the highest fee paid during the five-year period next preceding the program's reinstatement, whichever is the greater, provided that the same Writer, the same program, the same sponsor, and the same broadcasting company are involved. All of the elements set forth in this subdivision E must be present, however, for this provision to apply.

F. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a Writer writes only opening, closing, promotional, public service, and/or other "filler" material for a co-op program, which material is broadcast on the network during the period(s) may be or are broadcast by local station(s), such Writer shall not be entitled to any commercial fee for such program.

G. Where more than fifty (50%) percent of the program is intended to consist of material written by a Writer covered by this Agreement, the time bracket applicable to such material shall be measured by the length of the program, but where fifty (50%) percent or less is intended to consist of material written by a Writer covered by this

Agreement, the time bracket applicable to such material shall be measured by the time actually consumed by such material; provided, however, that in the case of a program of thirty (30) minutes or less the minimum time bracket shall be deemed to be one-third (1/3) of the program time, and in the case of a program in excess of thirty (30) minutes the minimum time bracket shall be deemed to be fifteen (15) minutes regardless of the number of minutes of writing.

H. Commercial fees paid to the Writers shall be in addition to, and not in lieu of, their basic staff salary, except that in any week in which a Writer receives commercial earnings from any source, his basic staff salary shall be reduced by an amount equal to twenty-five (25%) percent of such commercial earnings, but in no event shall his staff salary be reduced below \$72.50 per week, provided, however, that no such reduction shall be applied to such staff salary by virtue of any commercial earnings with respect to television programs. In the event that the Company assigns a staff Writer to one or more commercial radio programs for a period of one or more weeks, if the aggregate commercial script fees that would be payable under the WGA Freelance Radio MBA less a discount of twenty (20%) percent would exceed the Writer's aggregate basic weekly salary for such period of weeks, the Company may discontinue the sustaining staff services of the Writer and his/her weekly staff salary during such period of weeks. For services on such commercial radio programs, the Writer shall then be entitled to the applicable fees provided in the WGA Freelance Radio MBA, subject to a discount of twenty (20%) percent, and shall be entitled to the rights in material provided under such agreement. During each week in which the Writer is assigned to commercial radio programs hereunder, the Writer shall be entitled to receive an amount equal to the amount of his/her weekly staff salary, as an advance against his/her fees, the balance of such fees, if any, being payable within eleven (11) days after the delivery of the final script, as provided in the WGA Freelance Radio MBA. The Writer shall otherwise remain in the staff employment of the Company and shall retain all contract privileges and staff benefits, except staff salary to the extent provided above.

I. This Article V shall not apply to literary material, which, although distributed by the Company as promotional material, is used by a local station within a commercial program.

VI. WORK SCHEDULE OF STAFF WRITERS NOT REGULARLY ASSIGNED TO HARD NEWS OR SPECIFIED HOURS

A. Regional and Local Writers. Because of the nature of the effort required in literary creation, no attempt will be made to regulate the number of hours such staff Writer may write on one day. However, no staff Writer shall be required by the Company to work more than five (5) days per week without the payment of overtime. Whenever possible such five (5) working days shall be consecutive. Furthermore, whenever any staff Writer

shall not have a ten (10) hour period of rest between work days, a thirty-four (34) hour period of rest between one work day and the time he/she is called back to work after a designated day off, or a fifty-eight (58) hour period of rest between one work day and the time he/she is called back to work after two (2) consecutive days off, he/she shall be paid penalty pay in an amount equal to one-half (?) times his/her regular straight time hourly rate of pay for each hour worked during such ten (10), thirty-four (34) and fifty-eight(58) hour periods, as the case may be.

B. Transcontinental Writers. Because of the professional nature of the work performed by transcontinental Writers, it is agreed that no commitment shall be made with respect to the number of hours that Writers may be assigned to work in each day or week.

C. Unreasonable Work Load. Notwithstanding the provisions hereinabove set forth, it is the intention of the Company not to require Writers to work an excessive or unreasonable number of hours during any day or week. A shop steward or the Guild may discuss with the Company any situation in which a shop steward or the Guild considers that a Writer is being required to work an excessive or unreasonable number of hours during any day or week. In the event that such situation is not satisfactorily settled and adjusted, then the situation shall be taken up under the grievance machinery set forth in the National Staff Agreement.

D. Overtime Pay

(1) Overtime pay shall be computed on an hourly basis, and the payment therefore shall be made at the rate of additional half-time, excluding the payments referred to in Article III, Paragraph B and D, for each hour so worked.

(2) All such staff Writers shall be paid as hereinabove set forth for all overtime whether or not engaged during any part of the work week or overtime period in the writing of commercial programs for which they are paid extra as herein provided or in the performance of services not covered hereunder. Unless specifically authorized in advance by the department head or a duly-authorized Company executive, the Company shall not be required to pay or make other allowance for overtime. The above shall not affect the provision of Paragraph B, above, concerning Writers assigned to write transcontinental programs.

E. Minimum Call. In the event such a staff Writer is called in on a scheduled day off, such call in shall be for a minimum of eight (8) hours, inclusive of meal periods, payable at the rate of additional half-time for each hour worked, provided, however, that these provisions shall not apply in the event that a staff Writer is called in to attend staff meetings. In such case, the Writer shall be paid in money at the rate of additional half-time for each hour so worked.

A staff Writer who is required to work on a scheduled day off who is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another staff Writer, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

F. Availability. Such staff Writers, whenever available, may be called upon to render their services in the preparation of material for special events.

G. Schedules. The Company will post assignment schedules covering a two (2) week period by noon on Friday of the second preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the second of the two (2) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

H. Consecutive Days. If a staff Writer has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

I. Stand-by. In the case of regional and local Writers, the Company will not assign such an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

VII. WORK SCHEDULE OF STAFF WRITERS REGULARLY ASSIGNED TO HARD NEWS OR SPECIFIED HOURS

A. Work Week. The work week of staff Writers regularly assigned to hard news or specified hours shall consist of forty (40) hours in five (5) days. The Company agrees to use its best efforts to schedule all such staff Writers to work five (5) consecutive days and to allow two (2) consecutive days off each week, provided, however, that should scheduling difficulties arise or exist which reasonably prevent adherence to such a schedule, the Company may make work assignments necessary to meet the particular situation, subject to the provisions herein set forth. (See also Sideletter 13.)

B. Work Day.

(i) The work day of unit employees shall consist of eight (8) hours inclusive of a one-half (½) hour paid meal period which shall occur reasonably close to the middle of each shift at the Company's discretion. If an employee is not given a ½ meal period during the eight (8) hour work day, then such employee shall receive a penalty equal to an additional ½ hour at time and one-half (1½) pay.

(ii) Although the Company will endeavor to schedule the meal period reasonably close to the middle of the day, it is understood that at certain operations, such as at KNX radio, the meal may be scheduled at the end of the work day. The parties agree that the nature of the work of any Radio Newswriter at KNX prevents them from being relieved of all duty, and as such, they can be assigned an on-duty meal. The WGA hereby consents to such on-duty meal period on behalf of unit employees working as Radio Newswriters at KNX from being relieved of all duty, and as such, they can be assigned an on-duty meal. Also, CBS will provide a document to Radio Newswriters at KNX providing them with an opportunity to individually consent to an on-duty meal, and notifying them of their individual right to withdraw that consent if they subsequently choose to do so. It is further agreed that at any time, any unit employee who works as a Radio Newswriter at KNX may inform the WGA and CBS in writing that he/she does not agree to work an on-duty meal, and such employee(s) will be re-assigned to a paid meal period as soon as practicable and consistent with the Department's scheduling needs. Any Radio Newswriter at KNX who does not receive an opportunity to have an on-duty meal during the eight (8) hour work day shall receive a penalty equal to an additional ½ hour at time and one-half (1½) pay.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

ON DUTY MEAL PERIOD AGREEMENT

Name: _____

Job Title: _____

This will certify that I regularly work a shift in excess of six (6) hours and the nature of my work as a Radio Newswriter at KNX prevents me from being relieved of all duty. I agree to an on-the-job meal period. I understand that CBS may revoke this agreement at any time by providing written notice to me and the WGA, and that I may revoke this agreement at any time by providing written notice to the WGA and CBS. If I choose to revoke this agreement, I will be reassigned as soon as practicable to another position where I will be given an off-duty meal period. This agreement will remain in effect until I exercise, or CBS exercises, the option to revoke it.

I acknowledge that I have read the above agreement, understand it, and voluntarily agree to its provisions.

Employee Signature: _____

Date: _____

Department Head Signature: _____

Date: _____

C. Overtime.

(i) The Company shall have the right to assign staff Writers to work in excess of eight (8) hours in any one day or forty (40) hours in any week, which, however, shall be paid for in money at the rate of additional half-time for each hour so worked.

Any work performed on the sixth (6th) or seventh (7th) consecutive day of any seven (7) consecutive days will be paid for in money at the rate of additional half-time for each hour so worked, notwithstanding the fact that the total number of hours worked during the first five (5) days of any such work week may be less than forty (40).

(ii) Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g., days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

D. (1) Callbacks. Whenever any staff Writer shall not have a ten (10) hour period of rest between days during the regular work week, he/she shall be paid penalty pay in an amount equal to one-half (?) times his/her regular straight time hourly rate of pay for each hour worked during such ten (10) hour period.

(2) When any staff Writer shall be called back to work less than fifty-eight (58) hours after finishing his/her regular work week, such Writer shall be paid penalty pay in an amount equal to one-half (?) times his/her regular straight time hourly rate of pay for each hour worked during such fifty-eight (58) hour period, provided, however, that the Company may change the schedule of work for any Writer without payment of such overtime so long as the Writer receives two (2) days off during that week and is not required to work more than five (5) consecutive days during that week and receives no less than thirty-four (34) hours off in the case of one (1) day off; fifty-eight (58) hours off in the case of two (2) days off; or eighty-four (84) hours off in the case of three (3) days off.

Except in case of an emergency, such scheduling must be followed by at least a three (3) week interval during which such scheduling shall not be applied to such Employee. The provisions of this sub-paragraph shall not apply in the event that such Employee works on either or both of his/her regular days off and is paid for such work at the rate of one and one-half (1 1/5) times his/her regular hourly rate of pay for such work.

E. Minimum Call. In the event a staff Writer is called in on a scheduled day off, such call in shall be for a minimum of eight (8) hours of work, payable at the rate of additional half-time for each hour worked, provided, however, that these provisions shall not apply in the event that a staff Writer is called in to attend staff meetings. In such a case, the Writer shall be paid in money at the rate of additional half-time for each hour so worked.

A staff Writer who is required to work on a scheduled day off who is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another staff Writer, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

F. Nighttime Differential. When a Writer regularly assigned to hard news or specified hours worked between 12:00 Midnight and 7:00 A.M., he/she shall receive, in addition to his/her regular compensation, fifteen percent (15%) of his/her regular hourly rate of pay for each hour so worked. However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

G. Schedules. The Company will post assignment schedules covering a three (3) week period by noon on Friday of the third preceding week. This schedule posting requirement will be considered met by electronic posting via computer system. The schedule for the third of the three (3) weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

H. Overtime Rate. Payments of additional half-time wherever provided for in this Article VII shall be based on the Writer's weekly minimum rate of pay, excluding the payments referred to in Article III, Paragraph B, D, E and J.

I. Arbitration of Unreasonable Work Load. If, at any time, in the opinion of a Writer or of either of the parties hereto, such Writer is assigned an unreasonable work load, or is required to work an excessive amount of overtime, or if a question should arise as to whether an unreasonable work load would result unless a Writer were employed on a daily basis as provided in Article III, Paragraph C, hereof, such matter shall be taken up under the grievance machinery provided in the National Staff Agreement. If such matter cannot be resolved under the grievance machinery, then the Executive Director for the WGA, West and the Vice President of Industrial Relations, CBS Broadcasting Inc. shall meet in Los Angeles and attempt to settle such matter.

J. Consecutive Days. If a staff Writer has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half (?) his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in and out-of-town which exceeds ten (10).

K. Stand-by. The Company will not assign an Employee to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Employee within four hours; however, if the Employee is not released within four hours, the Employee shall receive an additional four (4) hours at his/her straight time rate.

L. The Company will honor an Employee's request promptly made to convert a payment which is not otherwise allocated to another agreement for work on a 6th or 7th day to a compensatory day off plus payment in cash equal to an additional half (?) time for the first eight (8) hours worked and one and one-half (1?) time for hours worked in excess of eight (8). In Presidential election years, the maximum of such compensatory days that may be taken is five. Compensatory days will be scheduled at a time mutually satisfactory. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, that such compensatory days may, at management's election, not be scheduled.

In the event that such compensatory days are not taken within six (6) months of their having been earned, the Employee will be paid forthwith at straight time for such compensatory days.

M. An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Newswriter, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

N. Any Newswriter at KCBS-TV who has been assigned to the “overnight” shift without rotation for more than six (6) consecutive months shall, at the Writer’s request, be removed from such assignment and shall not be reassigned to the “overnight” shift for at least six (6) months from the date of his/her removal from the overnight assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the “overnight” shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such “overnight” shift for such program or programs. In its notice of employment, the Company shall set forth the “overnight” shift program or programs for which the Employee has been hired. In the event that an Employee is voluntarily transferred to a program or programs requiring his/her assignment to the “overnight” shift, and is so assigned to such shift for such program or programs for twelve (12) months or more, he/she may request reassignment and will be taken off the “overnight” and will not be reassigned to another “overnight” shift for at least six (6) months from day of removal from the “overnight.”

This Paragraph N shall not apply to Employees hired on or after April 2, 2002.

VIII. DINNER ALLOWANCE

A staff Writer is entitled to dinner allowance in accordance with the policy of the Company prevailing at the time.

IX. PROGRAM FEES FOR STAFF WRITERS

A. Definitions.

(1) **Regional Network.** A regional network shall be defined as two or more AM radio stations or two or more television stations, as the case may be, carrying a Company broadcast in any of the following geographic areas: the eleven Western states; El Paso and Odessa, Texas; Alaska, Hawaii; the Philippine Islands.

(2) **Commercial Program.** A program shall be considered a commercial program when the first commercial message is incorporated into that program and the entire program fee shall be paid to the Writer(s) forthwith. No additional payments shall be due when additional commercial messages are incorporated.

B. Commercial Regional Network Radio Programs. In addition to the applicable minimum salary to be paid to the staff Writer, he/she shall receive as additional compensation for writing any commercial program or programs for the regional network a sum which shall not be less than the applicable minimum below:

<u>Classification of Program</u>	<u>Length of Program</u>	<u>Fee</u>
Drama	15	\$44.55
	30	77.55
Variety	15	39.60
	30	69.30
Narration and Talk	15	33.00
	30	57.75
Narration - Musical	15	22.28
	30	38.39
Audience Participation	15	22.28
	30	38.78
Musical Audience Participation	15	16.94
	30	28.88
Musical Continuity (Personality)	15	11.55
	30	18.98
Musical Continuity (Regular Announcer)	15	6.60
	30	11.55
Dramatic Serials	15	24.75
	15	16.50
Audience Participation Show (5 per week)	30 (sold in	28.88
	30 ¹ units)	

Five-minute programs carry one-half (1/5) the rate set forth for fifteen-minute programs.

Ten-minute programs carry three-quarters (3/4) the rate set forth for fifteen-minute programs.

The following discounts shall apply to all programs with the exception of dramatic serials and audience participation strip shows:

Five (5) percent for three (3) programs per week

Ten (10) percent for four (4) programs per week

Fifteen (15) percent for five (5) or more programs per week

If two or more Writers collaborate, the additional compensation provided herein may be divided equally among such Writers by the Company or as agreed upon and directed by the Writers concerned.

To resolve any doubt which may arise as to the classification of a particular program, the Guild agrees promptly to appoint, and give notice to the Company of such appointment, a shop steward who shall have complete and final authority to reach an agreement with the Company on the classification of that particular program. The Company agrees that, prior to the first commercial broadcast of any program, it will reach an agreement with the shop steward as to the program's classification. Such an agreement between the Company and said shop steward shall be binding and final upon both parties and not subject to any review unless the format of the particular program is substantially changed. Should the Guild fail to notify the Company of the appointment of said authorized shop steward as provided above, or fail to maintain a duly-authorized shop steward for this purpose, the Company's determination of the classification of any particular program shall be binding upon all parties and not subject to any review unless the format of the particular program is substantially changed.

C. Commercial Regional Network Television Programs. A Writer assigned by the Company to write a commercial regional network television program if the program type is one which is covered by the 1981 WGA Network Television Basic Agreement, shall receive a commercial program fee of not less than thirty-seven and one-half (37.5) percent of the appropriate minimum basic rate set forth in said Freelance Agreement.

D. Commercial Announcements. No separate or additional fees shall be paid to any staff Writer for writing announcements except as such fees may be required in connection with the rendition of his/her regular services as a staff Writer on a commercial program.

E. Present Fees Protected. In the event a Writer is writing a commercial program as of the date of this Agreement, he/she shall receive for such services the above scale or his/her present fee, whichever is higher, and such higher fee shall apply so long as the same program is written by the same Writer, sponsored by the same sponsor, and broadcast by the same company.

F. Discontinued and Later Reinstated Programs. In the event a commercial program is discontinued and later reinstated by the Company during the term of this Agreement (except where a radio program is brought back at a lower package price), the Writer shall receive the scale set forth herein or the highest fee paid during the five-year period next preceding the program's reinstatement, whichever is the greater, provided that the same Writer, the same program, the same sponsor, and the same broadcasting company are involved. All of the elements set forth herein must be present, however, for this provision to apply.

G. Simulcasts. Any Writer assigned by the Company to write a program for a simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of no less than one and one-third (1-1/3) times the applicable fee for the television program. If only one medium is sponsored, he/she shall receive no less than the appropriate fee for that medium as hereinabove set forth, provided, however, that nothing in this paragraph shall be construed so as to reduce the fees which any Writer may have individually negotiated.

X. USE OF MATERIALS

A. Newswriters

(1) Definition of terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a Newswriter as part of the Newswriter's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a Newswriter's own time" means all other materials written or conceived by a Newswriter.

(2) Materials produced on a Newswriter's own time shall belong exclusively to such Writer, 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed

after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

(3) All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

B. Promotion Writer/Producers

(1) **Materials Definitions:** The following terms shall have the meaning ascribed to them in this Paragraph (1) wherever such terms are used in Paragraphs (2), (3), (4), and (5) hereof:

(a) The term “materials” includes all scripts, continuities, poems, plots, titles, characters, ideas and literary work of whatever nature.

(b) The term “broadcast materials” includes all materials written, furnished, or intended for use in radio and television broadcasting.

(c) The term “non-broadcast materials” means all other materials.

(d) The term “materials produced for the Company” means all materials written, conceived or furnished by the Writer as part of the Writer’s routine work or pursuant to any specific assignment by the Company.

(e) The term “materials produced on the Writer’s own time” means other materials written or conceived by the Writer.

(2) Non-broadcast Materials: Non-broadcast materials produced on the Promotion Writer/Producer’s own time shall belong exclusively to the Writer 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 complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said materials.

(3) Materials Produced for Company: All materials produced for the Company or which the Promotion Writer/Producer represents to the Company as having been produced for the Company shall belong to the Company, which shall have the sole and unencumbered ownership, right and use of all such materials for all purposes for all time except as otherwise hereinafter provided.

In the event that any script written for the Company by a staff Writer after April 1, 1956 and broadcast initially on a sustaining basis, is thereafter broadcast on a commercial basis, the staff Writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee one hundred (100%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

In the event that any script written for the Company by a staff Writer between January 1, 1954 and March 31, 1956 and broadcast initially on a sustaining basis, which was not broadcast on a commercial basis prior to April 1, 1956, is thereafter broadcast on a commercial basis, the staff writer, whether or not he/she is still in the employ of the Company, shall be paid as a commercial fee fifty (50%) percent of the then applicable scale, provided that no Writer is paid a commercial fee for rewriting such material.

(4) Broadcast Materials Produced on Writers Own Time: All broadcast materials (as defined in subparagraph (1) of this Paragraph B) produced on the Writer's own time shall belong exclusively to the Writer 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 complete benefit and advantage; provided, however, that during the term of his/her employment before the Writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that such period is not extended by mutual consent of the Company and the Writer, such offer shall be deemed to have been rejected and the Writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Writer shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the Writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Writer to evidence his/her rights to use any of the said material.

It is further provided that where a Writer claims to have produced such broadcast materials on his/her own time, he/she must within five (5) business days of the creation there-

of in order to have a basis for any claim against the Company for use thereof by the Company, submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this Paragraph shall not apply to any script for a program to which he/she is then assigned as part of his/her staff duties.

(5) Package Services: The Company may, at its option, permit a staff Writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff Writer is unable adequately to perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the Writer and, in the event the Writer does not discontinue his/her services for such sponsor, agency or other person, the Company may remove the Writer from its staff or, at its option, give the staff Writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

C. The Company shall notify the Guild of the amount of the net proceeds of any such sale, license or other disposition of said subsidiary rights when said proceeds are received by it and make available copies of documents of such transaction.

D. The Company agrees, as a condition of any sale, license or disposition of such literary rights to require the grantee, licensee or transferee to agree that credit for authorship shall be given to the Writer in such form as fairly to inform the reader or audience of such work of the name of the author; it is agreed, however, that the breach of such agreement by any grantee, licensee or transferee shall not operate as a breach of this Agreement nor shall the Company suffer any liability therefore.

XI. HOLIDAYS

A. The following days shall be holidays:

New Year's Day (January 1)
 Martin Luther King Day (third Monday in January)
 Presidents' Day (Third Monday in February)
 Memorial Day (Last Monday in May)
 Fourth of July (July 4)
 Labor Day (First Monday in September)
 Columbus Day (Second Monday in October)
 Thanksgiving Day (Fourth Thursday in November)
 Friday after Thanksgiving Day
 Christmas Day (December 25)

If a staff Writer is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if a staff Writer is required to work on New Year's Day, Labor Day, Fourth of July, Thanksgiving Day or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked, or, at the Employee's request, a second compensating day off. The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled. With respect to compensating days off to which a staff Writer may become entitled pursuant to the foregoing, the staff Writer may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

B. Staff Writers who are not entitled to vacation or vacation severance under the National Staff Agreement and who are required to work on one of the above-named holidays shall be paid additional full time for the hours actually worked.

XII. HAZARD INSURANCE

In the event that a staff Writer is assigned to hazardous work, including but not limited to assignments involving fires, climbing on roof tops, climbing aloft on vessels, or on the roof of moving vehicles, work as a war correspondent, flight in any but scheduled commercial aircraft, etc., he/she shall for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment in the amount of fifty thousand dollars (\$50,000.00).

XIII. TRANSFER AND EMPLOYMENT

Any staff Writer transferred at the Company's instance within the Company from one Los Angeles writing operation covered by a collective bargaining agreement with the Guild to another such operation covered by a collective bargaining agreement with the Guild shall retain his/her seniority standing and benefits except that a transfer between departments shall not necessarily entitle him/her to retain his/her salary seniority unless prior experience so qualifies him/her. When applicable, daily Writers who are transferred will retain benefits under this Agreement, such as credit toward experience fees.

XIV. FILM ASSIGNMENTS - STAFF PROMOTION WRITER/PRODUCERS

It is agreed that the Company is not presently assigning any of its staff Promotion Writer/Producers to write material for film television programs. The Company agrees to notify the Union promptly of its decision to make any such assignment, and to commence

bargaining with the Union, if the Union so requests, within ten (10) days after receipt of notice of such request from the Union. The Company agrees to continue to meet with the Union and to bargain in good faith with respect thereto. If no agreement is reached with respect to such assignments within sixty (60) days after the Company notifies the Union of its decision to make any such assignment, the Company agrees that it will discontinue such assignments, if made, and that it will not thereafter assign or hire any staff Promotion Writer/Producers to write material for film television programs during the term of this Agreement unless and until an agreement is reached between the Company and the Union with respect to such assignments.

XV. CREDITS

A. Newswriters

The Company shall give credit to the Writer of each program as follows:

- (1) Video credit to the Writer of each television program;
- (2) Audio credit to the Writer of each radio program of fifteen (15) minutes or longer in duration; except where the special circumstances of the show make it inappropriate to give such credit or where the Writer prefers otherwise and provided the Union consents.

On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once per week on such program to said Writer. Where such credit is not given in any week, credits must be given twice in the following week. With respect to a strip news program broadcast six or seven times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit have to be given to a Writer more than once during a week for any combination of days worked on that strip news program in that week.

Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

Where applicable, any Newswriter assigned as an Acting Editor will be entitled to credit on the same basis and in the same manner as a staff News Editor covered by the Staff News Editors Supplement.

On KNX Radio, where broadcast programming is all-news, each staff Newswriter who works on such programming during a given week will receive at least one on-the-air credit during that week.

The forms of credit available to the Company for staff Newswriters shall be as follows:

Writer(s)
 Written by
 Produced and written by
 Written and produced by
 Newswriter(s)
 Documentary script by
 Narration written by
 Special material written by
 Special script material by
 Continuity written by

Interview material written by
 Special material by

Credit to staff Newswriter shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

B. Promotion Writer/Producers

The Company shall give video credit to the Writer for each television program he/she writes and audio credit to the Writer for each radio program of fifteen (15) minutes or longer he/she writes except where the special circumstances of the program make it inappropriate to give such credit, or where the writing is limited to routine lead-ins or lead-outs or similar continuity of a routine nature, or where the Writer prefers otherwise and provided the Union consents. On a program broadcast two (2) or more times a week where written by the same Writer, credit need be given only once a week on such programs to such Writer. Where such credit is not given in any week, credits must be given twice in the following week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

XVI. VACATION RELIEF EMPLOYEES

A. A person engaged as a Vacation Relief Employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of the National Staff Agreement and of this Supplement will be applicable to Vacation Relief Employees, except as indicated below:

Vacations and Holidays -

A Vacation Relief Employee will not be entitled to vacation. If he/she works on any of the listed premium holidays, he/she will receive extra half-time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

Sick Leave and Leaves of Absence -

Not applicable.

Severance and Severance Pay -

These Articles shall not be applicable. A Vacation Relief Employee will be given two (2) weeks notice of the termination of his/her Vacation Relief Employment or two (2) weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or intoxication.

Benefits -

Not applicable except Travel Accident Insurance.

C. If a Vacation Relief Employee is retained as a regular Employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company will notify the Guild of the hiring and status of each vacation relief employee upon first hiring and, at that time, provide the Guild with each such employee's name, social security number, and home address except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address. Inadvertent failure to give such notice shall not be a per se violation of this provision.

XVII. TEMPORARY EMPLOYEES

A. Except at KNX, the Company shall have the right to employ Temporary Employees under this Article. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article III, shall continue to

be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article III. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan. Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for twelve (12) months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement.)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), weekend programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., “Unit” is defined as the seniority sub-divisions within this Supplement.

(See also Sideletter 3 of the National Staff Agreement.)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and the Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement thereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company’s notice of employment to the Union shall include the Employee’s name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the one hundred and thirty percent (130%) premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to one hundred and thirty percent (130%) of the highest weekly salary set forth in Article III, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four (4) hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been continuously employed with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years of two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, continuously employed shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days

in subsequent years, provided he/she meets the definition of continuously employed.

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been continuously employed as set forth above in each of the following three (3) calendar years E 2000, 2001 and 2002 E then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

XVIII. DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries of Employees except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the Employee and the Company.

XIX. MATTERS NOT SPECIFICALLY COVERED

Both parties agree that matters not specifically covered by this Agreement shall not be subjects of collective bargaining during the term of this Agreement.

XX. DURATION

This Supplement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided.

This Supplement shall be coterminous with the WGA CBS 2010-2013 National Staff Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

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

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1
(Editing By Others)

A. It is hereby agreed and understood that although the duties of KNX Newswriters include the editorial selection for news broadcasts and telecasts of news material which has been pre-recorded on film or on tape, producers or directors (including associate directors) of the news programs on which such material is to be used, or persons who prepare news material for delivery on the air themselves, or interviewers (or persons engaged in interviews whether such interviews are aired in full or not) may also be assigned to and perform such duties and are not covered by the terms and provisions of the WGA-CBS Agreement covering Los Angeles staff Writers. Further, it is understood that a department head, a manager or an immediate assistant may, as incident to his/her normal duties (and not be covered by this Agreement) select recorded material, or portions thereof, for news broadcast purposes.

B. It is hereby agreed and understood that although the duties of KCBS Newswriters include the exercise of editorial judgment in the supervision of editing for news broadcasts and telecasts of news material which has been pre-recorded on film or on tape, producers or directors (including associate directors) of the news programs on which such material is to be used, or persons who prepare news material for delivery on the air themselves, or interviewers (or persons engaged in interviews whether such interviews are aired in full or not) may also be assigned to and perform such duties and are not covered by the terms and provisions of the WGA-CBS Agreement covering Los Angeles staff Writers. Further, it is understood that a department head, a manager or an immediate assistant may, as incident to his/her normal duties (and not be covered by this Agreement) select recorded material, or portions thereof, for news broadcast purposes.

In local television, in addition to those who have exercised editorial judgement in the past, those who can write under Article I, E. above, and not more than three (3) (four (4) effective April 2, 1997) producers may exercise editorial judgement provided:

- 1) they perform primarily work outside the exclusive jurisdiction of Newswriters, and
- 2) they have significant editorial responsibility for the material being edited.

Also, technicians covered by another labor agreement who edit video may exercise editorial judgement.

SIDELETTER 2

(Notices)

It is hereby agreed and understood that the Company will issue the following memorandum to its operating personnel:

“In the course of our negotiations with the Writers Guild, the Guild Committee complained that the Company had not lived up to its contractual obligation to notify the Guild when new Employees are engaged in positions covered by the WGA Staff Agreements. Please make sure that your department adheres to the notice requirement, and further, please make sure that new Employees are notified of the Union Security provisions in these Agreements with the Guild, the address and telephone number of which is:

Writers Guild of America, West, Inc.
7000 W. Third Street
Los Angeles, California 90048
(213) 951-4000.”

SIDELETTER 3

(Newswriter Seniority Lists)

The parties agree that Los Angeles Newswriters hired hereunder on or after March 2, 1977 will be placed on one of the following four seniority lists as is appropriate to the assignment of such Writer:

1. Television Network
2. Radio Network
3. Local Television
4. Local Radio

Seniority will accrue only on the list an Employee is placed on. It is understood that Employees with such “separate seniority” will not be transferred from one shop to another against their will. Employees on staff prior to March 2, 1977 will continue to accrue seniority as heretofore. Attached hereto is a list of Los Angeles Newswriters on staff as of March 1, 1977.

Writers on Staff as of March 1, 1977

Shaun, Jacquelyn

SIDELETTER 4

(Nonexclusive Technical Duties)

Inability of an Employee on staff as of March 1, 1981 to perform technical duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

SIDELETTER 5

(Technical Duties Fee)

It is hereby agreed and understood that those KNX Newswriters on staff as of March 2, 1993 will receive an additional \$20.00 per week for the performance of technical duties. In consideration whereof, the meal period for all KNX Newswriters will continue to be a one-half (1/2) hour unscheduled meal period.

SIDELETTER 6

(KNX Interns)

The Company may employ Newswriter Interns at KNX Radio. The Compensation for such services shall be \$11.57 effective January 1, 2010 and \$11.80 effective April 1, 2012. Such Interns shall work under the work day provisions of Article VII.B. in the same manner as Newswriters; no other provisions of this Agreement shall be applicable to Interns. Interns may write material for air and perform technical duties, as assigned. The Company shall not concurrently employ more than five (5) weekend Interns and three (3) full-time summer Interns, provided, however, that if the Company notifies the Union in writing of its need to employ another Intern for weekends, the parties will meet to discuss said request, and the Union agrees not to withhold unreasonably its consent to so employ an additional student Intern.

SIDELETTER 7

(Writing)

In connection with those persons who write and broadcast their own material pursuant to the exception found in Article I, Section E of this Supplement, the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others; or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the cov-

erage is from the studio, "covering a story" shall mean the reporter has had prior involvement with the story or makes a significant independent effort in developing the story.

No newswriter on staff in a local radio shop on March 2, 1984 will be laid off because of the utilization of this provision in that shop. No newswriter on staff in a local TV shop on March 2, 1985 will be laid off because of the utilization of (i) or (ii) of this provision in that shop. No newswriter on staff in a local TV shop on March 2, 1986 will be laid off because of the utilization of (iii) of this provision in that shop.

The transfer of a newswriter grandfathered hereunder from a covered shop will not cause the layoff, in the shop to which he/she is transferred, of a newswriter on staff on the date notice was given in the shop from which the transferee came.

For the purposes of this provision the shops are as set forth in the seniority list sideletter to this Supplement.

SIDELETTER 8

(Promotion Writing Fee)

This letter confirms our agreement concerning the fees payable to Los Angeles Staff Promotion Writer/Producers for the writing of movie and/or feature openings, reprises and fill material for network commercial programs. The fee schedule is as follows:

<u>MATERIAL</u>	<u>LENGTH (Minutes)</u>	<u>FEE</u>
A. Fill material and reprises, and mini-series trailers aired in program time	0 - 1 1/2	\$165
	over 1 1/2 to 2	248
	over 2 to 5	330
	over 5 to 10	495
	over 10 minutes negotiated individually	
B. Prime time movie openings (length does not include graphics time)	0 - 30 seconds	\$ 47
	over 30 sec. to 1 minute	82
	over 1 to 2	165
	over 2 to 5	220
	over 5 minutes negotiated individually	
C. Generic openings to be negotiated individually with the	writer	
D. Late night movie openings		

Single feature	all lengths	\$ 47
Double feature w/one generic opening	all lengths	47
Double feature w/two original openings	all lengths	47

E. Shooting of new material on location to be negotiated individually with the writer

Crediting of prior payments shall be applicable when the “new” material is substantially equivalent in whole or in part to the previously produced fill, reprise, or opening. It is understood that the determination of substantial equivalence will be made by the program department.

No replay nor reuse fees of any kind shall be required.

It is understood that nothing herein shall require the assignment of a writer nor the payment of a fee where simple information such as the name of the film and its stars are written for our use as called for by an outline or format sheet. It is further understood that the fee negotiated pursuant to Article III, Section J of this Supplement covers the producing of the materials outlined in the schedule above.

SIDELETTER 9

(KNX Dress Code)

During the 1987 negotiations, the parties discussed the existing dress code at KNX.

The parties have agreed that the Company has the right to maintain a reasonable dress code which requires writers to dress in a professional manner.

SIDELETTER 10

(Compensatory Days)

A network promo writer/producer who is entitled to a compensatory day may elect to convert the time off to payment on a pro rata basis at the applicable scale. If any of the first four compensatory days earned in a calendar year is converted to a payment, such payment shall be credited against overscale. Any compensatory day, earned after the first four, that is converted to a payment may not be credited against overscale.

Such compensatory days must be used or converted to payment by April 30 of the year following the one in which such compensating days are earned.

SIDELETTER 11

(Medical Coverage for Temporaries)

Effective July 1, 2009, the Company shall contribute on behalf of each Daily Rate Employee to the Writers Guild Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement. Simultaneously with the commencement of the payments to the Fund, the applicable percentages in Paragraph C of Article III shall be reduced accordingly.

SIDELETTER 12

(Promotion Seniority Lists)

The parties agree that the Los Angeles Staff Promotion Writer/Producers hired hereunder will be placed on one of the following three seniority lists as is appropriate to the assignment of such writer:

1. Network Television
2. Local Television
3. Radio

SIDELETTER 13

(Consecutive Days Off)

The addition of language in the 1987 negotiations to this Supplement concerning consecutive days off shall not affect any practices existing under this Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

SIDELETTER 14

(Management Writing)

In addition to the provisions of Article I, Paragraph D of this Agreement, in the Network On-air Promotion Department only, each of the four Associate Directors/Directors of Promotion may write from time to time, by reason of his/her knowledge of the specific subject matter involved and where no writer/producer with knowledge of the specific subject matter involved is available and where time constraints require. If the title of any of the Associate Directors/Directors of Promotion, On-air Promotion, changes during the term of this Agreement, the supervisor(s) with comparable responsibility will be designated.

The Company does not intend to assign the supervisors designated herein to the writing of an entire promo script which will then be produced by a Promotion Writer/Producer. Writing by such supervisors shall not constitute more than an incidental portion of their duties.

SIDELETTER 15
(KCBS/KCAL)

The following is predicated on the proposed purchase of KCAL closing and the IBEW disavowing representation of the KCAL Newswriters. In such event, if CBS decides to combine the KCBS and KCAL newsroom writing staffs, the following terms will apply:

1. This agreement will become effective when the two newsrooms are in the same building or facility.

2. The terms and conditions of the CBS/WGA National Agreement and Los Angeles Supplement shall apply to all Newswriters in the combined newsroom as a single unit. CBS will consent to an appropriate modification of the WGAs certification. KCAL employees retained shall have their service with KCAL, and KCBS employees retained shall have their seniority with KCBS, counted for purposes of seniority for lay-off and severance pay under the WGA contract.

3. The Parties agree that:

a. Individuals currently employed in the news support unit, who are currently writing, shall be grandfathered and allowed to continue to write as they have in the past.

b. KCAL writer-producers shall be in the Writers Guild unit. Pure producers, who do not write, shall not be in the unit.

c. KCAL News Director, Assistant News Director, Managing Director and two (2) Executive Producers may write to the extent they have in the past.

d. Videotape Coordinators who are currently exercising editorial judgement shall be grandfathered and allowed to continue to exercise such judgement to the extent they have in the past.

The Parties will discuss and prepare specific written documentation to memorialize this agreement.

4. Original KCAL employees retained shall have their service with KCAL included for purposes of calculating vacation entitlement but not pay. The CBS Pension and the city-wide seniority in Sideletter 3 and the layoff protection in Sideletter 7 will not apply to original KCAL employees regardless of when they were hired by KCAL. Upon the effective date of this agreement, original KCAL employees below WGA scale shall receive the percentage increase given to CBS WGA covered employees on April 2, 2002. They will be brought up to the KCBS top scale on April 1, 2005. None third of the then existing difference will be given on April 2, 2003, one half of the then existing difference will be given

on April 2, 2004 and the remaining difference will be made up on April 1, 2005. Any original KCAL employee laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the layoff had been in strict inverse order to seniority, will have his severance pay calculated on the CBS top scale for Newswriters. Any original KCAL employee skipped over pursuant to the Company's right to protect up to one-quarter of the affected seniority list, will have his/her pay increased to the CBS top scale for Newswriters effective at the time of the layoff.

5. There shall be free cross utilization of material and cross assignability between the two stations without any additional compensation.

6. The Parties will discuss the effective dates of WGA Medical coverage, CBS Life and Accident Plans, CBS Travel Accident Insurance Plan, CBS Long Term Disability Plan, CBS Flexible Spending Account (FSA) Plans, CBS Fund the Future Restricted Share Unit Program, CBS 401(k) Plan and CBS Educational Assistance Program. These conversions from existing Young benefits to the benefits in the WGA agreement would be simultaneous with the conversions for non-union employees from KCAL who participate in those same plans unless the parties agree otherwise.

7. The parties and employees will meet during the transition period and thereafter to discuss the plans, issues and questions related to the merger of the newsrooms. The News Director and, as necessary, the General Manager will participate in these meetings. The parties will continue to meet as the duopoly evolves.

During the 2002 negotiations, CBS expressed a concern over the reuse of material from KCAL and KCBS and the cross-assignment of Newswriters in the event the KCBS and KCAL newsrooms are not in the same building or facility. The parties have agreed to discuss this issue during the term of the contract.

SIDELETTER 16

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producer's direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 17

(Special Provisions for Contract Producers at WCBS-TV, WBBM-TV and KCBS/KCAL-TV)

The following shall apply with respect to Producers at WCBS-TV, WBBM-TV and KCBS-TV/KCAL-TV covered by this Agreement and who are offered and agree to personal services contracts. For purposes of this agreement, such Producers shall be referred to as Contract Producers.

Provided the Company offers such Contract Producers a personal services contract including the following:

1. An annualized salary of not less than \$105,000. A Producer working at the time this Agreement is entered into who is earning more than \$105,000 per year and who is converted to a Contract Producer shall not have his/her salary reduced for a period of two years from the date he/she is moved to the Producer seniority list.
2. Cycles of at least thirteen weeks, provided that a newly-employed Contract Producer's first cycle shall be at least twenty-six weeks, which may be followed by cycles of at least thirteen weeks;

3. The minimum salary set forth above shall be in lieu of all other fees, premiums, penalties or other compensation provided for in the WGA-CBS Agreement, including, but not limited to, night differential, overtime, missed meal penalties and acting editor fees. In light of the professional nature of their job duties, Contract Producers shall be paid on a salary basis regardless of the number of hours worked.

4. For work on sixth or seventh days or on a holiday provided in the CBS-WGA Agreement, Contract Producers shall receive a compensating day off to be scheduled with the Station at a mutually agreeable time within ninety (90) days. If not taken within ninety (90) days, the Station may assign a day off within sixty (60) days or pay for the day based on straight time based on an annualized salary of \$105,000.

5. A Contract Producer's personal service contract and employment may be terminated at the end of any cycle, provided that he is given at least six weeks' notice of such termination or pay in lieu of such notice. If pay in lieu is utilized, termination may be without prior notice.

6. In lieu of Articles X, XI and Sideletter 3 of the CBS-WGA National Agreement, the following shall apply:

(i) any such Contract Producer who is laid off or discharged (other than for insubordination, dishonesty, reporting to work intoxicated or under the influence of illegal drugs, or gross misconduct) will be, subject to the execution of a general release, entitled to severance pay computed on the basis of two weeks' pay for each year of service. There is a total cap of seventy-eight weeks for severance pay, notice pay and pay-out of cycle.

(ii) any Producer who is not offered a personal services contract or who does not accept the Station's offer of a personal services contract as described above, will continue to be employed pursuant to the terms of the CBS-WGA Agreement.

7. There shall be a separate seniority list of such Contract Producers for each of the three stations which shall be utilized in case of layoff. In the event of a layoff, the Company shall lay off from such seniority list in accordance with the layoff procedure set forth in the second full paragraph on page 31 of Sideletter 3 of the CBS-WGA National Agreement. Any Newswriter who is laid off but who would not have been laid off had the Contract Producers not had a separate seniority list, will, subject to the execution of a general release, receive two (2) weeks' pay for each year of service with a total cap of seventy-eight weeks as described above in paragraph 6.

8. At the end of any calendar quarter, a Contract Producer who believes that he has worked excessive hours for an extended period, the Guild may request a meeting to discuss the Contract Producer's concerns. If the Contract Producer has averaged over fifty-two and one-half (52½) hours per week, at the Guild's request the Company will monitor the Contract Producer's hours over the next calendar quarter and report back to the Guild and the Contract Producer. If the Contract Producer has once again averaged over fifty-two and one-half (52½) hours per week, hours in excess of fifty-two and one-half (52½) in any work week during that quarter will be compensated at straight time based on an annualized salary of \$105,000.

SIDELETTER 18
(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents, and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 19
(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

**REPORTER-ASSIGNMENT EDITORS
WRITERS GUILD OF AMERICA, EAST, INC.
AND CBS BROADCASTING INC.
2010 - 2013 AGREEMENT**

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(334)

AGREEMENT made and entered into as of the 19th day of October, 2010 by and between CBS BROADCASTING INC., or its successor (hereinafter referred to as the "Company"), and the WRITERS GUILD OF AMERICA, EAST, INC. (hereinafter referred to as the "Union").

1. SCOPE OF AGREEMENT

(a) This Agreement applies to the employment by the Company of Reporter-Assignment Editors (hereinafter sometimes referred to as "Employee") now or hereafter employed in the Newsroom of WCBS-TV. (See Sideletter 4)

The duties of Reporter-Assignment Editors shall be to work at the Assignment Desk and, from the News sources provided by the Company, decide on news stories and make the necessary assignments to camera crews and out-of-town news bureaus for coverage of such stories. Such work at the Assignment Desk shall also include assignment of news stories recorded at the remote scene on video tape and the Company may delegate to the Reporter-Assignment Editor from time to time the assignment of other news stories recorded on video tape. In making these assignments, Reporter-Assignment Editors may outline the type of news coverage, the news and editorial content to be achieved and other necessary instructions, and they may make such contacts and arrangements as are necessary to insure proper coverage. They will prepare the necessary assignment sheets. Reporter-Assignment Editors may write news material for broadcast in connection with stories they had a connection with as Reporter-Assignment Editors.

Reporter-Assignment Editors may be assigned to accompany camera crews. On these assignments they will make the necessary contacts, editorial decisions, and arrangements to insure the proper news coverage of the story. It is understood, however, that other employees of the Company may continue to perform similar functions on such assignments in accordance with past practice provided, however, that such functions will, unless performed by a correspondent or program personality, be performed only by a Reporter-Assignment Editor if such functions are performed:

- (1) by a New York employee, and
- (2) in connection with news stories processed by the Assignment Desk, and
- (3) in the production of news film, and
- (4) for any program or portion thereof produced under supervision of the CBS director of news.

It is understood that any Department supervisor may perform from time to time, as incidental to his/her job as supervisor, any of the duties and functions of a Reporter-Assignment Editor, but any such supervisor shall not be deemed to be included

within the bargaining unit hereunder so long as he/she continues to occupy supervisory status within the meaning of NLRA.

(b) In the event any dispute shall arise as to whether certain work is or is not covered within the scope of this Agreement, the Company agrees that it will negotiate with the Union with respect to the proper assignment of such work, and the conditions for performance thereof.

In the event such dispute cannot be adjusted, it shall not be governed by ARTICLE 15 hereof, but shall be submitted to the Executive Director of the WGAE in behalf of the Union, and to HARRY ISAACS or his successor, or any Company representative occupying a similar status, in behalf of the Company, for final resolution.

Pending final resolution of any such dispute, the Union agrees that there shall be no interruption of work and that the Company may assign the disputed work tasks subject to the ultimate decisions reached in respect thereto.

2. UNION SECURITY

(a) During the term of this Agreement, the Company will maintain in its employ only such persons as are members of the Union in good standing, or shall make application for membership in the Union within thirty (30) days after the date of hiring as such, or the effective date of this Paragraph, whichever is later; provided, however, that nothing in this Agreement shall be construed to require the Company to cease employing, or refrain from employing any such person, if the Company has reasonable grounds for believing that:

(i) Membership in the Union was not available on the same terms and conditions generally applicable to other members; or

(ii) Membership in the Union was denied or terminated for reasons other than his/her failure to tender the periodic dues and/or the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

(b) The Company shall give the Union notice of opportunities for employment in the classifications covered by this Agreement; provided, however, that the Company reserves the sole right to judge the qualifications for employment of all applicants. The Company agrees to refer all applicants upon hiring within seven (7) days after the commencement of work to the officers of the Union for information and advice as to the Union Shop requirements of this Agreement.

3. SALARIES

(a) The minimum weekly salaries for Employees employed hereunder shall be as follows:

<u>LENGTH OF SERVICE</u>	<u>1/2/11</u>	<u>4/1/12</u>
0-6 months	795.00	811.00
over 6 to 12 months	1,122.00	1,144.00
over 12 to 24 months	1,204.00	1,228.00
over 24 to 36 months	1,336.00	1,363.00
over 3 years	1,521.00	1,551.00

(b) CBS may issue pay checks every two weeks or twice monthly.

(c) Additional compensation for material recorded on regular audio or video tape or live “voice-overs” shall be paid pursuant to the rate specified in the applicable AFTRA Freelance Code of Fair Practice.

4. WORK SCHEDULE

(a) Except as provided in Paragraph 5 with respect to overnight assignments, a work day shall consist of the hours elapsed from the time the Employee is assigned to report to work until the completion of his/her assignment. All such elapsed hours shall be credited to the employee as time worked. On any day on which an Employee is required to report to work, he/she shall be credited with a minimum of eight (8) hours worked. No deductible meal period shall be assigned but, whenever operating conditions permit, a reasonable time for appropriate meals shall be allowed; if it is not possible because of operating requirements to allow a meal period, Employees shall be permitted to eat on the job.

It is understood that the Employer may, but need not, assign the meal period to be taken at a specific time. The Company may require the rendition of services for more than eight (8) hours, subject to payment for any time worked in excess of eight (8). The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Newswriters during any day.

If an on-duty meal period or a meal period of less than thirty (30) minutes is given, a penalty of one-half (½) hour at time and one-half (1½) shall be paid.

It is understood that meals continue to be considered as not being time worked for purposes of calculating overtime.

(b) If an Employee is required to work more than eight (8) elapsed hours in any one day, he/she shall be paid for all hours in excess of eight (8) at time and one-

half. While meal periods shall be paid at straight time, meal periods shall not be considered time worked for purposes of calculating overtime.

(c) The work schedule shall be posted not later than Monday of the preceding week. This schedule posting requirement will be considered met by electronic posting via computer system.

(d) Each Employee shall receive two (2) consecutive days off in each week. Two (2) consecutive days off shall consist of fifty-six (56) hours of absence from work and one day off shall consist of thirty-four (34) hours. The last day of one week and the first day of the next week shall be considered consecutive days off.

(i) If an Employee is called in to work on a day off, he/she shall be credited with a minimum of six (6) hours worked. Such time shall be paid at time and one-half.

(ii) If an Employee is called in to work before such fifty-six (56) hours have elapsed or thirty-four (34) hours, respectively, all such hours that infringe shall be paid as follows:

Straight time for all such hours shall be credited toward his/her work day, and half time for all such hours shall be paid as a penalty. The provisions of this subparagraph (ii) shall not apply if and to the extent that the provisions of subparagraph (i) above apply.

(e) If an Employee is required to report for work on any day sooner than ten (10) hours after the completion of a regular work day, he/she shall be paid for all hours within such ten (10) hour period as follows:

Straight time for all such hours shall be credited toward his/her work day and half time for all such hours shall be paid as a penalty.

(f) A work week runs from 12:01 a.m. Sunday to Midnight Saturday. Except as provided in Paragraph 5 hereof with respect to travel, the work week shall consist of five eight (8) hour days totaling forty (40) hours of overtime.

(g) Overtime shall be computed in minimum units of one-quarter hour. In no event will there be any pyramiding of overtime.

(h) A Reporter-Assignment Editor called back to work after the completion of his/her shift shall be paid for all hours from the end of his/her shift to the completion of the call back at time and one-half.

(i) If an Employee has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid additional half-time for all hours worked. The additional compensation specified herein shall not apply to overnight assignments.

(j) Sixth (6th) and seventh (7th) day premiums shall be paid only for the sixth (6th) or seventh (7th) consecutive day actually worked, e.g. days not worked or partially worked due to absences such as vacation, sick leave, leave of absence, compensatory days off, etc., shall not count towards consecutive days. However, the Company agrees that jury duty shall count towards consecutive days.

5. TRAVEL

(a) Employees required to travel will be furnished first-class transportation and reasonable expense allowance and, if required to be away from home overnight, with first class lodging accommodations. Travel by means of any regularly-scheduled commercial aircraft shall be considered as “first-class traveling accommodations” within the meaning of this Section.

(b) While on “overnight assignments” (where Employees are required to remain away from home overnight), an Employee shall be credited with the time spent in the actual performance of duties in connection with his/her assignment, plus time, up to a maximum of eight (8) hours in any one day, spent in traveling. While on an overnight assignment, an Employee shall be credited with a minimum of eight (8) hours’ work on a regular work day. If such overnight assignment keeps him/her away during one of his/her regular days off and he/she is required to work on such day off, he/she shall be credited with at least eight (8) hours worked at time and one-half. If he/she does not work on such day off, he/she shall be credited with eight (8) hours worked at straight time.

No credit will be allowed for time spent traveling between midnight and 8:00 a.m., if sleeping accommodations are provided.

(c) If the Company assigns a Reporter-Assignment Editor covered by this Agreement to an overnight assignment outside of New York City, it agrees to bargain individually and in good faith with the Reporter-Assignment Editor over the questions of appropriate compensation and working conditions for such assignment, provided that if a Reporter-Assignment Editor accepts such a permissive assignment the compensation shall be no less than one and one-half times the Reporter Assignment Editor’s regular minimum weekly salary. On assignments lasting less than one week, such compensation may be prorated.

6. NIGHTTIME DIFFERENTIAL

Any Employee who works between the hours of 12 midnight and 7:00 a.m. shall receive for each such hours worked a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay; provided, however, if such Employee works four (4) or more hours between 12 midnight and 7:00 a.m., such premium shall apply to all hours worked on that shift to a maximum of eight (8). However, the shift penalty hours have been adjusted during the term of this Agreement as follows:

STAFF EMPLOYEES:

1) Effective January 2, 2011, the night shift penalty hours for staff shall be for work performed between 12 midnight and 6:00 a.m.

2) Effective April 1, 2012, the night shift penalty hours for staff shall be for work performed between 12 midnight and 5:00 a.m.

TEMPORARY EMPLOYEES:

Effective April 5, 2013, the night shift penalty hours for temporary employees shall be for work performed between 12 midnight and 5:00 a.m.

7. HOLIDAYS

The following days shall be holidays:

New Years Day	Columbus Day (second Monday in October)
Presidents Day (third Monday in February)	Thanksgiving Day
Memorial Day (last Monday in May)	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Company Floater

On Election Day, the Reporter-Assignment Editors shall be given sufficient time off to vote.

If a Reporter-Assignment Editor is required to work on any of the above holidays, or if any of them falls on one of his/her regularly scheduled days off or during his/her vacation, he/she shall receive a compensating day off, which shall be added to his/her vacation. In addition, a Reporter-Assignment Editor who is required to work on any of the above holidays shall receive a payment equal to one-half (?) of such employee's daily rate; provided, however, that in lieu of such compensatory day off and payment, the employee may elect, by notice given within seven (7) days of the holiday so worked to be paid for the day at the rate of time and one-half. The "daily rate" is one-fifth (1/5) of the applicable base weekly salary set forth in Paragraph 3 (a).

8. VACATIONS

Vacation shall be granted in accordance with Company policy.

9. SEVERANCE PAY

The Company will grant to all regular employees who have been employed by the Company for a period of three (3) months or more and who are released other than for drunkenness, substance abuse, dishonesty or insubordination, or for failure to join or maintain a good standing in the Union, as required,

severance pay according to the following schedule:

<u>TOTAL LENGTH OF CONTINUOUS SERVICE WITH COMPANY</u>	<u>AMOUNT OF SEVERANCE PAY</u>
0 - 1 month	0 weeks
1 - 3 months	1 week
3 - 6 months	2 weeks
6 -12 months	3 weeks
1 - 2 years	4 weeks
2 - 3 years	5 weeks
3 - 4 years	6 weeks
4 - 5 years	7 weeks
5 - 8 years	8 weeks
9 -10 years	9 weeks
10- 11 years	10 weeks
11- 12 years	11 weeks
12- 13 years	12 weeks
13- 14 years	13 weeks
14- 15 years	14 weeks
15- 16 years	15 weeks
16- 17 years	16 weeks
17- 18 years	17 weeks
18 years or more	18 weeks

Temporary Employees hired for vacation relief or to replace a regular Employee during a sick leave or leave of absence shall not be entitled to severance pay even though they have been employed from more than three (3) months. If an Employee hereunder as a temporary employee is subsequently made a permanent employee hereunder, his/her seniority for purposes of severance and vacation shall be deemed to date from the commencement of his/her continuous employment as a temporary employee, provided that such employee shall be entitled to a vacation in the year in which he/she becomes a permanent

employee, as if he/she had been a permanent employee from the commencement of his/her continuous employment as temporary employee.

An employee who is laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the layoff had been in strict inverse order of seniority, will receive an additional 110% of the amount of severance pay to which he/she is entitled pursuant to Article 9.

Any employee who gives less than two weeks notice of resignation shall lose his/her accrued but unused vacation, except where prohibited by law. This forfeiture shall be one (1) day for each work day less than the above required two week notice period, e.g., if only one week of notice is given, the forfeiture shall be limited to five (5) days.

10. DISCHARGES

During the first seven (7) months of employment, all Employees shall be on a trial basis, during which period the Company may discharge any of such Employees with or without reason.

After seven (7) months, Employees shall become regular Employees and shall not be discharged except for just cause.

In the event of any dispute between the Company and the Union regarding the existence of just cause, which dispute cannot be resolved by the Business Representative of the Union and representative of the Company in accordance with ARTICLE 15 hereof, said dispute shall not be submitted to arbitration under ARTICLE 15 hereof, but shall be submitted to the Executive Director of the WGAE in behalf of the Union, and Harry Isaacs, or his successor, or other Company representative occupying a similar status, on behalf of the Company, who shall endeavor to resolve said dispute. The decision of the Company shall be superseded only in the event of, and in accordance with, any agreement which may be reached by the forenamed persons.

11. LAYOFFS AND RE-HIRINGS

For purposes of layoffs and re-hirings, the Employees covered by this Agreement shall be on separate seniority lists for CND or WCBS-TV depending on their assignment.

All layoffs shall be in inverse order of seniority, provided that up to one-quarter of the staff on the affected seniority list may be protected from layoff irrespective of seniority. Where the affected seniority list is not evenly divisible by four, the number that may be protected shall be rounded up to the nearest whole number. Prior to the layoff the Company will notify the Union of the Employees who will be so protected, but the Company's choice of the Employees will be final and not subject to arbitration.

An Employee shall receive two weeks notice of layoff, or pay in lieu thereof.

If the position from which any such regular weekly Employee was laid off becomes available within a period of one (1) year from the date of the layoff, the Company agrees to offer the position to such Employee. If two (2) or more such laid-off employees are eligible for re-employment, the last Employee laid off shall be the first re-hired.

12. SICK LEAVE AND LEAVE OF ABSENCE

- (a) Sick leave to be granted in accordance with policy of Company.
- (b) Leave of absence without pay shall be granted with right of reinstatement, upon mutual agreement of the Company and Union.

13. SHOP STEWARD

The Company agrees to recognize one of the Employees covered by this Agreement, to be designated by the Union, as a shop steward and to permit him/her to engage in such legitimate Union activities as do not interfere with the performance of his/her normal duties.

14. ANTI-DISCRIMINATION

No Employee shall be discriminated against in respect to or deprived of employment or promotion, or be discharged because of age, race, color, creed, sex or Union membership.

15. ARBITRATION

In the event any dispute shall arise involving the application, interpretation, or performance of this Agreement, or arising from any acts or omissions of the parties, the Business Representative of the Union and representative of the Company shall meet and confer for the purpose of amicably adjusting the same. If such dispute cannot be settled by said representative within a reasonable time, either party may submit the same to an arbitrator to be selected pursuant to the rules of the American Arbitration Association, who shall hereby proceed to dispose of the dispute in accordance with law. The award of the arbitrator shall be final and binding upon the parties hereto and shall be enforceable in the manner provided by the laws of the State of New York. Arbitration fees shall be borne equally by both parties.

16. MEAL ALLOWANCE

(a) Where an employee is on an overnight assignment or an out-of-town assignment (i.e., outside a 50-mile radius from Times Square, New York City) on any day, the following shall apply

(i) If such Employee is on such an assignment for any one of two or three meal periods, he/she shall be paid the appropriate allowance in the amount specified below:

Breakfast	\$6.00
Lunch	\$9.00
Dinner	\$18.00

(ii) If he/she is on such an assignment for all three meal periods, he/she shall be paid the flat sum of \$33.00 as reimbursement instead of the allowances specified above.

(b) An employee on an “in-town” assignment (i.e., an assignment other than those specified in subdivision (i) or (ii) of Paragraph (a)) shall be entitled to a meal allowance in accordance with Company policy applicable to staff, non- exempt employees.

(c) An Employee on an out-of-town assignment who pays expenses of an authorized business meeting will be reimbursed in accordance with Company policy, provided that with respect to any meal for which he/she is reimbursed hereunder (i) he/she shall not also be entitled to a meal allowance under Paragraph (a) and (ii) the flat sum of \$33.00 per day, if otherwise payable, shall be reduced by the amount of the applicable meal allowance provided in subdivision (i) of Paragraph (a).

17. ACCESS TO PREMISES

The business representatives of the Union shall be admitted to the premises of the Company at any reasonable time for legitimate Union activities.

18. MILITARY LEAVE

(a) Any Employee who is drafted for service in the Armed Forces of the United States or any recognized auxiliary arm of such Forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any auxiliary arm of such Forces, shall be granted special leave of absence without pay for the duration of such service.

In the event that the Employee is required by law to leave the Company and accept civilian service with the Government, he/ she shall be entitled to all the benefits of this Article.

(b) Any such Employee who applies in writing to the Company within a period of ninety (90) days following (i) his/her honorable discharge from the Armed Forces of the United States or any recognized auxiliary arm of such Forces, or (ii) the end of the compulsory period of any other service for which he/she was drafted, shall be reinstated in the position occupied by him/her at the date of his/her leave of absence became

effective, or be given employment in another position of like seniority, status and pay. As used herein, the word “pay” shall mean the Employee’s regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on special leave of absence.

(c) In the event such former position has been discontinued, or in the event that the Employee is no longer capable of filling such former position, and no satisfactory position of like seniority, status or pay is available, the Company will pay to said Employee a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement hereunder by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her employment were considered as having been terminated at the expiration of his/her special leave of absence.

19. PICKET LINES

The Company will not discipline any individual employed under this Agreement because of a failure or refusal to pass through a picket line when the establishment of such picket line has been authorized or approved by the Union, nor shall such failure or refusal constitute a breach of this Agreement by the Union.

20. NO STRIKE

The Union agrees that during the period of this Agreement, unless and until the Company has failed to comply with an arbitration award under Article 15, it will not strike against, picket or boycott the Company.

21. CHECK-OFF

A. The Company agrees upon 30 days notice thereafter from the Guild, it will 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 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.

B. WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct CBS Broadcasting Inc. to checkoff 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 week peri-

od) 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. 555 West 57 Street, New York, New York 10019.

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 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: _____

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form or liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

22. TRAVEL ACCIDENT INSURANCE

Reporter-Assignment Editors shall be covered by the CBS Travel Accident Insurance Plan.

23. PENSION PLAN

Effective January 1, 2011, Staff employees are covered by the Producer-Writers Guild of America Pension Plan at a contribution rate of six percent (6.0%) on gross earnings.

Effective December 31, 2010, Staff employees shall no longer be eligible to receive new grants under the CBS Fund the Future Restricted Share Unit Program and will cease to accrue additional Years of Service toward their Continuous Employment Period for determination of benefits accrued under the CBS Combined Pension Plan* with the exception of those twelve (12) Staff employees who were grandfathered in the CBS Pension Plan component of the CBS Combined Pension Plan. Those employees will continue to participate in such plan.

* Employees hired or rehired after March 31, 1999 are not eligible for the CBS Combined Pension Plan.

24. MEDICAL INSURANCE

All WGA Staff are covered by the WGA Health Fund at the applicable rate in the WGA Theatrical and Television Basic Agreement on all earnings capped at a maximum of 9%. All WGA staff 55 or older or with a combination age and years of service equal to or greater than 70 as of March 31, 1999 will be eligible for CBS retiree medical when they retire from CBS unless the retiree qualifies for WGA retiree medical.

25. NON-CONTRIBUTORY GROUP LIFE INSURANCE PLAN

The Company agrees to cover Reporter-Assignment Editors under the CBS non-contributory Group Life Insurance Plan.

26. CBS 401(k) PLAN

Reporter-Assignment Editors shall be eligible to participate in the CBS 401(k) Plan under the terms and conditions of the Plan. Effective March 1, 2000, all WGA Staff remain in CBS 401(k) Plan at one-half the applicable rate of the Company match for non-union employees.

27. LONG TERM DISABILITY

Reporter-Assignment Editors are covered by CBS Long Term Disability in accordance with the terms and conditions of the plan.

28. EMPLOYEE-FUNDED FLEXIBLE SPENDING ACCOUNT (FSA)

Reporter-Assignment Editors covered by this agreement shall be eligible to establish an Employee-Funded Flexible Spending Account on the same basis as non-represented employees.

29. TEMPORARY EMPLOYEES

A. The Company shall have the right to employ Temporary Employees. Temporary Employees employed on a weekly basis shall be paid at a base rate equal to 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph D of this Article, of the applicable weekly salary set forth in Article V. Any Temporary Employee who, prior to April 2, 1996, had been paid at the highest applicable weekly salary set forth in Article V, shall continue to be paid at such salary. Temporary Employees employed on a daily basis shall be paid at a base rate equal to one-fifth (1/5) of 115%, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan pursuant to Paragraph

D of this Article, of the applicable weekly salary set forth in Article V. All Temporary Employees covered by this Agreement shall participate in the WGA Health Fund and WGA Pension Plan. Effective January 2, 2011, the above percentages for Temporary Employees shall increase to 116%. Effective April 5, 2013 the above percentages for Temporary Employees shall increase to 117%.

This change is to be implemented effective December 29, 2002.

B. 1. When a staff vacancy occurs, by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent, instances when an Employee does not return from a medical leave of absence), a Temporary Employee will not be employed as a replacement for the individual who has left (voluntarily or involuntarily) the unit beyond the 180th day of such vacancy. Duties of the individual who left may not be reassigned directly or indirectly to a Temporary Employee to avoid the application of this provision, it being understood that the use of Temporary Employees in the unit beyond the 180th day is not a per se violation of this clause. This paragraph applies for 12 months after each such discharge or resignation.

(See also Sideletter 4 of the National Staff Agreement)

2. When a staff vacancy occurs, Temporary Employees who are regularly performing the duties and functions of the open position shall have the right to request and receive consideration for such full-time position. Such consideration shall include an interview with the manager with primary responsibility to fill the open position.

3. For one year after the layoff of a staff Employee with one year or more of service in the unit in which the layoff occurs, and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of additional Temporary Employees in such unit shall be limited to the following reasons: absence of a staff Employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start-up period of a new program through its first thirteen weeks on the air), week-end programs, special assignment of another Employee (including out-of-town assignments and such other assignments which involve a significant departure from the Employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), and temporary assignments for which special knowledge or skills are needed. Where recall rights have been waived, the restrictions listed above do not apply.

Notwithstanding any other provision in this Agreement, the Company shall have the

right to hire additional temporary employees to work a part-time schedule if the part-time schedule would meet operating needs.

4. For purposes of this paragraph B., “Unit” is defined as the seniority sub-division within this Supplement.

(See also Sideletter 3 of the National Staff Agreement)

C. A Temporary Employee shall be entitled to all benefits of the National Staff Agreement and this Supplement to which he/she would be otherwise entitled were he/she not a Temporary Employee, except the Articles relating to Severance, Sick Leave, Leaves of Absence, and Staff Benefits (other than Travel Accident Insurance).

In lieu of any other vacation benefit, vacation pay shall be accrued at four percent (4%) of base pay, and shall be paid on a daily basis and incorporated in the weekly payroll. In lieu of the foregoing, by mutual agreement of the Company and Employee, a Temporary Employee may be granted paid vacation in accordance with the provisions of the National Agreement, Article V and of this Supplement hereto.

D. The Company shall contribute to the Writers Guild-Industry Health Fund the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for insurance coverage in accordance with the requirements of the Fund. In addition, the Company shall contribute to the Producer-Writers Guild of America Pension Plan the applicable percentage in the WGA-Network Minimum Basic Agreement of gross compensation paid under this Agreement to Temporary Employees, who shall be eligible for such benefits in accordance with the requirements of the Plan. In the event the Networks and the Writers Guild have or shall negotiate an increased Employer contribution to the Fund and/or Plan under the WGA-Networks Minimum Basic Agreement, such increase shall be incorporated herein.

E. The Company’s notice of employment to the Union shall include the Employee’s name, social security number, job title and date of employment, and, in the event the employment is under paragraph B.2. above, the reason for the temporary employment. The Company will also furnish the home address of the Employee unless the individual asserts a confidentiality privilege, in which case the Company will supply the business address. At the time of his/her employment, a Temporary Employee will be advised of the temporary nature of his/her employment and the limitation on temporary employment in paragraph F below.

F. In the event an Employee who has been employed as a Temporary Employee is employed as a staff Employee, his/her seniority and service credit shall be adjusted as follows:

1. For purposes of arbitrability of discharge - include his/her employment as a Temporary Employee up to a maximum of nine months;

2. For purposes of layoff and recall - include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee; and

3. For all other purposes - include his/her employment as a Temporary Employee.

In no event shall separate periods of service which are separated by intervals of one (1) year or more be included in the adjustment.

G. Any Temporary Employee who, as of March 1, 1993, was receiving the 130% premium provided under the Temporary Employee provisions of the 1984 Agreement shall be paid at a base rate equal to 130% of the highest weekly salary set forth in Article V, less the percent of compensation contributed by the Company to the Writers Guild-Industry Health Fund pursuant to Paragraph D of this Article.

H. When payroll is required to be submitted early, notice shall be given to Temporary Employees, so that they may submit their time sheets within the appropriate time frame.

I. The minimum call for any Temporary Employee shall be four (4) hours. If the four(4)-hour call is extended, the minimum call shall be eight (8) hours.

J. No Temporary Employee, once scheduled to work, will have his/her schedule canceled with less than 72 hours notice.

K. Effective January 1, 2003, a Temporary Employee who has been continuously employed with the Company for a period of three (3) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After five (5) consecutive years at two hundred (200) days worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to two (2) compensatory days per year (whether the individual has three (3) or five (5)) may be taken as sick days.

For purposes of this paragraph, continuously employed shall mean consecutive calendar years in which at least 200 days were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of continuously employed.

These compensatory days may not be carried over from year-to-year and will be forfeited if not used.

Example: If a Temporary Employee has been continuously employed as set forth above in each of the following three (3) calendar years 2000, 2001 and 2002 then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

30. MANAGEMENT RIGHTS

The management of the Company’s operations and the direction of all employees is vested exclusively in the Company except to the extent specifically provided for in this Agreement. The Company will not exercise its management prerogative for the purpose of discriminating against any Union member because of his/her membership in or activities on behalf of the Union.

31. DURATION OF AGREEMENT

This Agreement shall be effective as of April 2, 2010. All changes shall be effective as of October 19, 2010, except where a different date is specifically provided. This agreement shall continue in full force and effect up to and including April 6, 2013.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 19th day of October, 2010.

CBS BROADCASTING INC.

By: _____

WRITERS GUILD OF AMERICA, EAST, INC.
(for itself and its affiliate, Writes Guild of America, West, Inc.)

By: _____

The following Sideletters have been agreed to by the parties and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1

(Assignments – Shift Days Off)

The Company, in exercising its right to assign Employees to particular work shifts and days off, takes into consideration a number of factors including but not limited to seniority, training, skill and ability. When in the judgment of the Company all other factors are substantially equal, the Company makes such assignments on the basis of seniority and with the intent to schedule on a fair and equitable basis.

SIDELETTER 2

(Desks)

It is the intent of the CBS News Division to give primary consideration to providing adequate desk facilities to CND Reporter-Assignment Editors should appropriate CND space become available in Broadcast Center.

It is understood that the allocation of available space will continue to be made by CND in accordance with its assessments of priorities, needs and suitability. The essence of this agreement is that, without impairing the rights of CND to make such determinations, CND will first consider the needs of the Reporter-Assignment Editors before allocating available space to others.

Any dispute concerning this sideletter will be treated as under Article 1 (b) of the Agreement.

SIDELETTER 3

(Assignments – Overtime)

It is not the intent of the Company to change its current practice with regard to the assignment of overtime.

SIDELETTER 4

(Benefits)

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

The parties also agree that notwithstanding anything contained in this Sideletter to the contrary, anyone leasing or buying all or part of an operation 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 an operation or facility 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 Sideletter 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.

SIDELETTER 5

(Producers)

During the negotiations for the successor to the 2002-2005 WGA-CBS Staff Agreement and Supplements, the parties discussed at great length the duties, skills and abilities necessary to being an effective producer. The company argued that only management personnel could be effective while the WGA argued that employees in its unit could perform these duties as well as management could. The parties did agree that producers serve a leadership and oversight role for others assigned to the program or segment that is critical to the quality and success of the broadcasts.

The parties further agree to the following. WGA covered Newswriters and Editors may be assigned by the Company, on a non-exclusive basis, to perform all duties necessary to function as producers, including show producers. Those producer duties include, but are not necessarily limited to, the following:

- (a) Directing the work of other employees, including bargaining unit personnel.
- (b) Work with management as directed in order to plan and execute assignments.
- (c) Attempt to resolve performance problems with other employees, including bargaining unit employees working under the producers direction. If such attempts are unsuccessful, the performance problems must be reported to management promptly.
- (d) Testify or otherwise speak in support of disciplinary actions taken as a result of the performance problems described in (c), above.

The parties agree that the ability of producers to perform the functions described above is essential to the success of their position, and the failure of any producer to perform these functions in a satisfactory manner will subject them to discipline up to and including the termination of their employment. However, termination may occur only in instances where employee has agreed to such assignment, and only after employee has worked as a producer or Editor for a period of eight (8) consecutive weeks, during which time such employee shall have the option to return to work at the title of Newswriter or Editor. The Company agrees that all Newswriters and Editors covered under this Agreement are bargaining unit employees although they may be assigned to perform producer duties, as described above.

Notwithstanding any of the other terms of this Sideletter, the Company agrees not to raise or challenge the non-supervisory status of the Newswriters, Editors or producers covered under this Agreement.

SIDELETTER 6

(Consolidations of Operations)

During the negotiations that culminated in the 2008 - 2010 WGA-CBS collective bargaining agreement (CBA) the Company proposed that in the event that during the term of the CBA the Company decides to merge or consolidate all or part of the operations covered under the CBA (including the National Agreement and its Supplements) with another company or another component of the Company in a manner which affects the work required to be performed by, or assigned to, employees pursuant to the CBA, the Union will permit the Company to use employees who have worked at the network, station or other operation not covered by the CBA and which is to be merged or consolidated to perform work on behalf of one or more of the operations which is/are covered by the CBA with which the non-covered network, station or other operation is to be merged or consolidated, as follows:

1. In the event the Company decides it makes business sense to merge or consolidate one or more units covered by the CBA with a network, station or other operation not covered by the CBA and reopen the CBA to address that issue, the parties agree that the Company shall notify the Union of its desire to bargain over the Company's proposal to allow employees at the merged or consolidated operation not covered by the CBA to perform work on behalf of the merged or consolidated operation covered under the CBA. Such notice may be delivered by fax during business hours to Lowell Peterson, Executive Director, WGAE (or his successor) and David Young, Executive Director, WGAW (or his successor), and for purposes of this Sideletter, notice shall be deemed received on the business day on which the notice was faxed. In addition to faxing notification to Lowell Peterson (or his successor), the Company agrees to telephone and/or e-mail Lowell Peterson (or his successor) to inform her that a fax was sent to her office.

2. The Union agrees to meet with the Company within thirty (30) calendar days of receipt of such notification to bargain over the issue set forth in Paragraph 1. above. Prior to such meeting, the Company shall provide information to the Union concerning all aspects of the claimed merger or consolidation that is requested by the Union and is relevant to the Union's role as collective bargaining representative.

3. Under no circumstances will the provisions of the CBA be in any way modified for a period of ninety (90) days from the date bargaining commences. Unless there is mutual written agreement otherwise, the number of bargaining unit employees covered by the CBA on the day before such notice is delivered to the Union as described in Paragraph 1 above shall not be reduced by layoff during the ninety (90) day bargaining period. The Company shall have no duty to replace employees who voluntarily resign, are terminated due to incapacity or death, or who are terminated for cause during the ninety (90) day bargaining period.

4. The parties agree to endeavor to complete these negotiations within ninety (90) calendar days from the date the notification referenced in Paragraph 1. above is deemed received. The Company may not implement any of its proposals to the WGA made pursuant to this Sideletter during the ninety (90) day bargaining period.

The parties acknowledge that the bargaining contemplated by this Sideletter shall not constitute a waiver of any legal right held by either of the parties and the parties expressly reserve all of their respective legal positions. If the parties (meaning CBS and the WGA) have not reached mutual agreement within the ninety (90) days bargaining period, either party may avail itself of any and all rights each party may have under the law and any applicable provisions of the CBA, including the right to initiate proceedings before the National Labor Relations Board. Nothing contained in this paragraph shall prevent the parties from continuing negotiations or attempting to reach agreement on their own at any time.

In the event the parties do not reach an agreement during the ninety (90) day bargaining period and the Company unilaterally implements its final offer after the conclusion of the ninety (90) day bargaining period, then the no-strike provision in ARTICLE XIV. LOCKOUTS-STRIKES of the Agreement shall be suspended effective upon the date of the implementation.

SIDELETTER 7

(TV Stations Jurisdiction)

During the course of the 2010 negotiations, the parties had lengthy, spirited discussions concerning the Company's proposal to make all jurisdiction non-exclusive. The Company's position was that it needed the ability to have non-unit employees perform unit work, since it believes that in the future, employees will need to perform multiple functions. The Guild's position was that it wanted to be certain that the employees it represents,

and the Guild itself, will have a place in the future operations of the Company. As a result of those discussions, the parties agreed as follows:

1. This letter applies only to those television stations covered by this Agreement: WCBS-TV in New York, WBBM-TV in Chicago, and KCBS-TV/KCAL-TV in Los Angeles.

2. At each of the stations listed above, it is understood that non-unit employees who perform news-related functions may perform functions (except Graphic Artist function and Promotion Writer functions) which are within the exclusive jurisdiction of WGA-represented employees, as long as the commitment contained in paragraph 3(c), below, is honored. This provision shall not be used to layoff Guild-represented employees at other Guild-covered stations that do not have Guild minimum percentages like those listed in paragraph 3(c) below by using Guild members from local television stations to perform their work.

3. (a) At the time this letter was negotiated the following numbers of employees at each station were performing news-related functions:

WCBS-TV	105
WBBM-TV	87
KCBS-TV/KCAL-TV	149

(b) At the time this letter was negotiated the following numbers of employees at each station were performing functions within the exclusive jurisdiction of WGA-represented employees:

WCBS-TV	22
WBBM-TV	7
KCBS-TV/KCAL-TV	26

(c) The three television stations have agreed to maintain the following percentages of WGA-represented employees to the overall composition of newsroom employees as follows:

WCBS-TV	20%
WBBM-TV	8%
KCBS-TV/KCAL-TV	16%

(d) It is understood that in the event of layoffs, retirements, resignations, discharges, a station may temporarily fall below its agreed-upon percentage temporarily, but it will return to that percentage within ninety (90) days.

SIDELETTER 8
(Cross-Utilization)

It is understood that writers at the Company-owned television stations and those radio stations with an all-news, news/talk, or sports format may be assigned to write for any of these stations. Where in a Guild-represented shop someone other than a writer may write, in a non-Guild represented shop, individuals in a similar position who usually write may also write. It is understood that the total writing material utilized by a Guild-represented station shall not exceed five percent (5%) from a non-Guild-represented shop calculated on a three (3) month basis. Concerning Reporter-Assignment Editors, it is understood that an individual who assigns work in a Guild-represented shop may also be utilized to assign work in another Guild-represented shop; as an example, an Editor or a News Desk Associate at WCBS-AM may assign crews at WCBS-TV.

SIDELETTER 9 (LNS)

Reporter-Assignment Editors may be assigned to assign work to LNS crews from other stations which participate in the LNS, and that Assignment Editors of other stations which participate in the LNS may assign CBS crews.

The Company agrees that it will continue to assign the same number of Reporter-Assignment Editor hours to the LNS as are assigned by each of the other participating LNS stations on a quarterly basis. The Company also agrees that any CBS Reporter-Assignment Editor assigned to LNS will be covered by this Agreement