

**(341/342)**

**AGREEMENT BETWEEN**

**WBBM-TV**  
**and the**  
**WRITERS GUILD OF AMERICA, EAST**

**Covering Web Employees**

**April 24, 2015 – April 23, 2018**

**WBBM-TV/WGA WEB EMPLOYEES**  
**2015 –2018 AGREEMENT**

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## **PREAMBLE**

AGREEMENT made as of this 24<sup>th</sup> day of April 2015, 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 250 Hudson Street, New York, New York 10013 (hereinafter called the "WGAE" or the "Union"), acting on behalf of itself, 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 and Chicago Television Station WBBM-TV, as joint employers (hereinafter called the "Company" or "Employer").

This Agreement shall be known as the "WBBM-TV Web Producers Agreement," and it shall be binding upon and inure to the benefit of the WGA and the Company.

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

### **I. SCOPE**

This Agreement applies to all full-time (hereinafter referred to as "Staff") and part time (hereinafter referred to as "Per Diem") Web Producers employed by WBBM-TV to produce material for the website (currently known as <http://chicago.cbslocal.com/>) (hereinafter referred to as "Employees" or "Web Employees").

This Agreement does not apply to any Staff or Per Diem employees who are not engaged in writing and producing, including but not limited to assistants, coordinators and/or other office clerical employees.

### **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 Staff and Per Diem employees engaged in writing and producing for the WBBM-TV website (currently known as <http://chicago.cbslocal.com/> [it is understood that employees employed by CBS Radio and/or by [chicago.cbslocal.com](http://chicago.cbslocal.com/) itself are not covered]), and who are employed by WBBM-TV, 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 of representation set forth in subparagraph C below. Notwithstanding the foregoing, this Agreement does not and is not intended to cover persons who sell individual pieces of material or content to the Station on a freelance basis.

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 Staff and Per Diem employees engaged in writing and producing for the WBBM-TV website (currently known as <http://chicago.cbslocal.com/>), and who are employed by WBBM-TV, and will continue to do so 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 Union by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the 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 grounds 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.

### **IV. DUES CHECKOFF**

A. The Company agrees that upon thirty (30) days notice thereafter from the Union, 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 Union upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

#### **B. WRITERS GUILD OF AMERICA**

"I, the undersigned, hereby authorize and direct CBS Broadcasting Inc. and/or WBBM-TV/CBS-2 Chicago ("the Company") to check off from my wages every week Writers Guild of America, East ("WGAE" or "Union") membership

dues and assessments uniformly required as well as initiation fees, if owing (with 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 WGAE and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York, 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the WGAE and the Company, or for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Company and the Union at least twenty (20) days prior to the expiration date of the present contract or the one (1) year period from date of signature. If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each such period.”

WITNESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

C. The Union shall indemnify and hold 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. MINIMUM TERMS AND CONDITIONS/ NON-WAIVER OF RIGHTS**

A. The minimum terms and conditions governing employment are set forth in this Agreement. Nothing herein shall prevent the Company from providing more favorable terms and conditions.

B. The acceptance by an Employee covered under this Agreement, for any work or services under this Agreement, of payment or other consideration in money by check or in any other form, shall not be deemed a waiver by such Employee, nor constitute a release or discharge by him/her of such Employee's rights, either under this Agreement or under any agreement subject to this Agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases, shall be null and void to the extent provided for above, unless WGA's prior written approval is first had and obtained.

## **VI. MANAGEMENT RIGHTS/ OWNERSHIP OF MATERIAL PRODUCED**

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

B. The material prepared in the course of work for the Station, as between the Employee and the Station, shall be the sole and exclusive property of the Station and may be used, reused, exploited, by the Station, the Company, and their parents, subsidiaries and related companies and their licensees in any manner (including, without limitation, the editing and re-editing of any recorded material) and in any media device and/or delivery system now or herein after known, devised, existing, contemplated, recognized and/or developed throughout the world in perpetuity.

## **VII. DUTIES**

All duties shall be non-exclusive. Employees may be assigned to perform duties in any category. Moreover, Employees may be assigned to perform similar and related non-exclusive functions for any media, emerging media, devices and/or delivery systems. Assignment of category shall be at the sole discretion of management. An Employee may be assigned to perform duties in another category for no additional compensation.

Duties include but are not limited to booking and scheduling guests, interviewing, recording interviews, generating and researching story and interview ideas, coordinating and supervising program content, planning, writing, gathering audio, editing, performing production

work for program and commercial material, monitoring pace and flow of programs, completing and monitoring transmitter and program logs, performing technical and clerical duties, driving vehicles, assisting promotion, training others, working on special projects and other duties as assigned.

Management employees may supplement Employees' duties in any situation and in their sole discretion, and Management may assign non-unit employees to perform work covered by this Agreement.

An Employee may write for on-air television but after ninety (90) consecutive days of doing so, and if the Employee continues to do so, the Employee must be paid at the rate of pay applicable under the Staff Radio and Television Newswriter Supplement to the WGA-CBS National Staff Agreement.

The Station shall also have the right to assign an Employee to provide services in connection with: programs produced by the Station solely for distribution to other media outlets, including, without limitation, any television, radio, mobile, computer or Internet network, and any distribution outlet now owned or hereafter acquired by CBS or any of its parents, subsidiaries or related companies. The Station shall not be liable for payment of additional compensation to an Employee for such additional assignment or use and the compensation as provided by this Agreement is intended to and will constitute full consideration for all such assignments and uses.

The Station may assign Employees to operate any portable prosumer electronic cameras and all related and associated equipment for any media. Where an Employee operates such a camera pursuant to this subparagraph, that Employee may also operate equipment related to the assignment, such as edit equipment and transmission equipment for transmitting the material to the Station for recording at the station or for live on-air use or electronic story filing (together, "prosumer equipment"). Notwithstanding the foregoing, nothing herein is intended to confer jurisdiction on WGA over operation of prosumer equipment, or to otherwise limit the Company's right to assign other individuals who are not covered by this Agreement to operate prosumer equipment.

## **VIII. STAFF AND PER DIEM EMPLOYEES**

A. The Station shall be free to hire Employees on a Staff or Per Diem basis.

B. For Staff Employees, the first twelve (12) months of employment shall be considered an introductory period. Employees may be terminated without a warning at any time during the introductory period for any reason. If a Per Diem Employee transfers to Staff status, the introductory period begins with the effective date of the status change, or the adjusted date of hire.

C. Seniority for Staff Employees is the length of service with the Station in a Staff position covered by this Agreement. Per Diem Employees are not covered by the seniority

provision; however, if a Per Diem employee transfers to Staff status and has worked as a Staff employee for twelve (12) months, that employee will be given seniority credit for each consecutive year that the Per Diem employee worked a minimum of 200 days. The Company will supply the Union with a copy of the current seniority list upon request.

D. Should a Staff vacancy occur, a Per Diem Employee who has worked at least 250 shifts for the Station shall be eligible to apply for the Staff position.

E. Nothing herein shall be deemed to restrict or otherwise limit the Company's right to employ individuals covered by this Agreement on a Per Diem basis.

F. Except as otherwise provided herein or by applicable law, Per Diem Employees shall not be eligible for Company-provided benefits.

## **IX. SALARY**

A. Web Employees shall receive the following weekly minimum rates of pay:

	<b>4/26/2015</b>	<b>4/24/2016</b>	<b>4/23/2017</b>
0-12 Months of Employment:	520.20	530.60	541.22
After one (1) year of service:	598.23	610.19	622.40

Current employees, Todd Feurer, Michael Ramsey and Nicholas Schmit will receive 2% increases effective 4/26/2015, 4/24/2016 and 4/23/2017.

B. The Company shall have the right to pay on a weekly, bi-weekly or semi-monthly basis at the Company's discretion, upon reasonable notice to Employees and to the Union.

## **X. WORKING CONDITIONS**

A. **WORK WEEK:** The regular work week for web producers shall consist of forty (40) hours in five (5) days.

B. **OVERTIME:** Any hour or part thereof in excess of forty (40) hours worked per week shall be considered overtime. Overtime is mandatory and the Employer has the right to assign overtime; however, Employer shall use best efforts to secure volunteers to work overtime before assigning overtime to Employees. Overtime shall be compensated at the rate of time and a half for hours worked after forty (40) in a week. Meal periods shall be excluded from the computation of overtime. No overtime shall be worked without prior management approval or authorization.



C. SCHEDULES: Schedules shall be posted electronically seven (7) days in advance. Notwithstanding this, changes to a schedule may be made at any time. Employee is responsible for checking his/her schedule and to call in for his/her schedule upon return from vacation or approved leave of absence. The Station is responsible for notifying the Employee of any schedule change made after the end of the Employee's shift.

D. MEAL PERIODS: Meal periods shall be unpaid and at Management's discretion, shall be one-half (½) hour to one (1) hour in length.

E. MINIMUM CALL: Employees shall be compensated for a minimum of four (4) hours per shift for assigned work. If the four (4) hour call is extended, the minimum call shall be six (6) hours. If the six (6) hour call is extended, the Employee will be paid for eight (8) hours.

F. The Company will provide Employees with adequate physical working conditions in accordance with all applicable laws.

G. 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.

H. The Company shall provide adequate training on new equipment, software, and/or in new methods to assist employees in acquiring the skills they will be required to use on the job. The training may 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 grievance, except that such limitation shall not apply in the event of a grievance of any discipline.

I. 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 hazard.

J. Although this Agreement is not a Supplement to the CBS-WGA National Agreement, Employees covered under this Agreement may participate in the Joint Committee on Safety and Health established pursuant to Article XX.(E) of the WGA-CBS National Agreement, and in any Workload Committee established pursuant to Sideletter 12 of that same National Agreement as long as it doesn't interfere with their scheduled work day.

## **XI. DISCHARGE AND LAYOFF**

A. **DISCHARGE:** The Company shall have the right to terminate any Employee covered by this Agreement.

B. **PERFORMANCE COUNSELING:** If a Staff Employee's job performance is unsatisfactory and the Company does not exercise its right to terminate the Employee immediately, a management critique shall specify the areas in need of improvement, and there will be an opportunity for that Staff Employee to improve his/her job performance.

C. **NOTICE:** Any Staff Employee terminated under the terms of this provision, other than for misconduct, incompetency, insobriety, insubordination or for any of the reasons set forth in the CBS Policy Guide section entitled "Immediate Discharge for Cause," shall be given a minimum of two (2) weeks notice or pay in lieu thereof.

D. **LAYOFF:** In the event that the Company determines it is necessary to lay off Employees, the Company shall be free to determine who is to be laid off in its sole discretion.

E. **SEVERANCE PAY:** In cases of discharge or separation for reasons other than misconduct, incompetency, insobriety, insubordination or those set forth in the CBS Policy Guide section entitled "Immediate Discharge" or for any other reasons set forth in the CBS Policy Guide section entitled "Severance Pay Guidelines and Eligibility," Staff Employees who have completed two (2) years of service will be eligible to receive one (1) week of severance pay for each full year of employment up to ten (10) weeks. Severance payments shall be calculated based upon the Staff Employee's actual base pay at the time of discharge or separation. All severance payments are conditioned on the Staff Employee's execution of a general release of claims on a form determined by the Company prior to the receipt of such severance pay.

## **XII. GRIEVANCE**

A. In the event of any dispute, claim or grievance by an Employee, the Employee may attempt to resolve the matter amicably with his/her supervisor.

B. If the matter is not resolved, a representative of the Union and the supervisor or other appropriate management personnel will meet promptly and in good faith to resolve the matter.

C. If the matter is still not resolved, a representative of the Union and a representative of the CBS Labor Relations Department will meet promptly and in good faith to resolve the matter.

### **XIII. NO DISCRIMINATION**

The Company and the Union agree to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, alienage or citizenship status, marital status, creed, genetic information, height or weight, sexual orientation, veteran's status, gender identity and gender expression, or any other characteristic protected by law.

### **XIV. NOTICES**

Notices required under this Agreement shall be sent by mail to the Union at the following address, Writers Guild of America, East, 250 Hudson Street, New York, New York 10013 (attention: Jeff Schioppa (or his successor)) or to the Company in care of the Senior Vice President, CBS Labor Relations, 51 West 52 Street, New York, New York 10019. In addition, the Union and the Company agree that notices delivered by e-mail shall satisfy this requirement.

### **XV. 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 Board or as a Shop Steward to allow such Employee to attend scheduled Union Board and/or Shop Steward meetings on his/her own time.

### **XVI. BENEFITS AND POLICIES**

Staff employees shall be eligible for the following Company-sponsored benefits and plans, on the following terms and conditions. To the extent that Staff employees covered by this Agreement are eligible for Company-sponsored benefits and plans, it is understood that from time to time, changes may be made to such benefits and plans that are generally applicable to all employees. By way of example, but not limitation, changes in such benefits and plans may include termination in accordance with the terms of the benefit plan or policy, substitution of, or merger with, another plan or policy or part thereof, improvements and modifications in the plan or policy, creation of a new plan or policy, etc. It is understood that where such changes apply to all staff employees of WBBM-TV generally, WBBM-TV will not be obligated to bargain with WGA on behalf of its represented Employees with respect to those changes.

A. VACATION: Staff Employees covered by this Agreement are eligible for vacation benefits as set forth in the CBS Television Stations Human Resources Policy Guide ("CBS Policy Guide"). When an employee separated from employment, the Employer will pay out to the separated employee all accrued but unused vacation time on the next regularly scheduled pay day.

All vacation requests must be submitted in writing in advance of the requested vacation and must be approved by Station management in writing in order to be effective. Management shall have the right to establish "black out" periods regarding vacation selection. Except as set forth herein, Company policy as set forth in the CBS Television Stations Human Resources Policy Guide ("CBS Policy Guide") shall govern vacation benefits for covered Staff Employees.

B. SICK DAYS AND SHORT AND LONG TERM DISABILITY BENEFITS: Staff Employees covered by this Agreement are eligible for sick days and short and long-term disability benefits as set forth in the CBS Policy Guide.

C. LEAVES OF ABSENCE: Staff Employees covered by this Agreement are eligible for the following leaves of absence provided by the Company as set forth in the CBS Policy Guide: (1) Bereavement Leave (Death in Family); (2) Paid Parental Leave; (3) Paid Leave for a Family Member's Terminal Illness and (4) Personal Leaves of Absence. All Employees, both Staff and Per Diem, are eligible for any leaves of absence provided under applicable law (including but not limited to leaves of absence under the Family Medical Leave Act) subject to satisfaction of statutory or legal eligibility requirements.

D. HOLIDAYS: Staff employees receive holidays provided pursuant to Company policy, as set forth in the CBS Policy Guide. If due to operational needs, an Employee is not given the holiday off, or if the holiday falls during the Employee's vacation, or if the holiday falls on the Employee's regular day off, he/she will be given, at Management's option, a compensatory day off or eight (8) hours straight time pay in addition to regular pay. Compensatory days off shall be granted based on the operational needs of the Station, and will be scheduled at a time mutually satisfactory to the Station and Employee. It is understood, however, that if in the reasonable view of management, the Employee can only be replaced with difficulty, 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 granted, Employee will be paid forthwith at straight time for such compensatory days.

The Company agrees to provide notice to the Union of the Company's schedule of holidays on a yearly basis.

E. TRAVEL AND EXPENSE REIMBURSEMENT: The Company will reimburse for all necessary business expenses that are reasonable, approved, and properly documented and submitted.

F. JURY DUTY PAY: Staff employees covered by this Agreement are eligible for jury duty pay and leave as set forth in the CBS Policy Guide.

G. LIFE INSURANCE: Staff Employees covered by this Agreement shall receive Company-paid basic term life insurance in the amount of one times their base salary. The value of such basic term life insurance above \$50,000 will be considered income and reported as such. Staff Employees covered by this Agreement are eligible to purchase additional life insurance coverage and benefits for themselves, their spouses, or their immediate family. In addition, Staff Employees covered by this Agreement are eligible to purchase accidental death and dismemberment insurance for themselves, their spouses, or their immediate family. The terms and conditions of such benefits, including eligibility, are as set forth in the plan documents.

H. TRAVEL ACCIDENT INSURANCE COVERAGE: Employees covered by this Agreement are eligible for coverage for travel accidents under any existing Company insurance policy that provides such coverage, pursuant to the terms and conditions of such policy.

I. DEATH BENEFIT PAYMENT: Staff Employees covered by this Agreement are eligible for a death benefit payment to their beneficiary or beneficiaries as set forth in the CBS Policy Guide.

J. COMPLIANCE WITH COMPANY POLICIES: All Employees covered by this Agreement are expected to review and comply with all generally applicable Company policies, including but not limited to the CBS Non-Discrimination and Anti-Harassment Policy and those policies set forth in the CBS Corporation Business Conduct Statement. In addition, the CBS Policy Guide will be made available to Staff Employees on the cbsandyou.com portal, and all Staff Employees are expected to review and comply with the policies set forth therein, and participate in any training required under such policies and any other policies promulgated by the Company. The Company will provide a copy of the CBS Policy Guide to the Union upon request.

## **XVII. HEALTH AND RETIREMENT BENEFITS**

Staff Employees covered by this Agreement will be eligible to participate in all Company health and retirement benefit plans on the same basis as non-represented staff employees pursuant to the terms of the applicable plans, programs or policies including: (1) the CBS Medical Plan, (2) the Cancer Insurance Program; (3) the Long Term Care Program; (4) the Commuter Benefit Program; (5) the CBS 401k Plan; and (6) the CBS Fund the Future Restricted Share Unit Program.

For Per Diem Employees, the Company will contribute an amount equal to ten percent (10%) of their base pay to the Entertainment Industry Flex Plan (“the Plans”). It is also understood that the Company will deduct from a Per Diem Employee’s gross wages additional amounts on a pre-tax basis which the Per Diem Employee may opt to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any

such additional contributions. Per Diem employees may also participate in the CBS 401(k) Plan in accordance with the law.

Effective January 1, 2016, the parties agree to eliminate the current requirement to remit a 10% contribution to the Entertainment Industry Flex Plan on behalf of Per Diem employees covered under this Agreement. In addition, for the current Per Diem employees, the Company agrees to add the 10% back into to their salaries effective January 1, 2016.

During the 2015 Annual Enrollment period, eligible Per Diems will have the option of enrolling in the CBS Part-Time Health Benefit Plan that has been established by the Company to comply with the Affordable Care Act.

**XVIII. 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

**XX. EFFECTIVE DATES AND DURATION**


This Agreement shall be effective as of April 24, 2015.

The term of this Agreement shall be from April 24, 2015 through April 23, 2018. The parties agree that at least sixty (60) days prior to its expiration they shall in good faith negotiate with respect to a new Agreement to take effect upon the termination of this current Agreement.

**Chicago Television Station WBBM-TV**

By: 

**WRITERS GUILD OF AMERICA, EAST, INC.**

By: 

## **SIDELETTER 1**

### **CONSOLIDATION OF OPERATIONS**

A. In the event the Company decides it makes business sense to merge or consolidate the unit covered by this Agreement with a network, station or other operation not covered by this Agreement (including but not limited to a network, station or other operation not owned by CBS Corporation), the Company and the Union 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 this Agreement to perform work on behalf of the merged or consolidated operation covered under this Agreement. Such notice may be delivered in the manner set forth in Article XIV herein, and for purposes of this Paragraph, notice shall be deemed received on the business day on which the notice was mailed or emailed. If notice is provided via first class mail, the Company agrees to telephone and/or e-mail Jeff Schioppa (or his successor) to inform him that notice was mailed to his office.

B. 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 A 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.

C. Under no circumstances will the provisions of this Agreement 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 this Agreement on the day before such notice is delivered to the Union as described in Paragraph A 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.

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

E. The Company and the Union acknowledge that the bargaining contemplated herein shall not constitute a waiver of any legal right held by either of them, and the Company and the Union expressly reserve all of their respective legal positions. If the Company and the Union have not reached mutual agreement within the ninety (90) calendar day bargaining period, either may avail itself of any and all rights each of them may have under the law and any applicable provisions of this Agreement, including the right to initiate proceedings before the National Labor Relations Board. Nothing contained in this Paragraph shall prevent the Company and the Union from continuing negotiations or attempting to reach agreement on their own at any time.