

2020-2023 CBSi-CBSN/WGA AGREEMENT

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2020-2023 CBSi-CBSN/WGA AGREEMENT

AGREEMENT made as of this 10th day of March, 2020, 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” or the “Guild”), acting on behalf of itself, and CBS Interactive Inc., a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal office at 235 2nd Street, San Francisco, CA 94105 (hereinafter called “CBSi” or “Company” or “Employer”)

I. SCOPE

A. This Agreement applies to Employees who are involved in the creation of content for CBSN, the Employer’s streaming news product and is limited in its application to Assignment Editors, Associate Producers, Digital Associates, Digital Line Producers, Line Producers, Producers, Segment Producers, Motion Graphics Designers, Senior Motion Graphic Designers, and other Employees hired to perform the same or similar work.

B. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement as to the name, social security number, employment date, shop, classification, starting weekly salary, and email address of each Employee. The Company will also furnish the home address of the Employee except when the Employee asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

C. In the event the Company should transfer any Employee covered by this Agreement 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. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement.

F. Job postings for bargaining unit positions will state “this is a position covered under the collective bargaining agreement with the Writers Guild of America East.”

II. RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. WGAE represents that it is, and the Company recognizes WGAE as, the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work, and other

conditions of employment for Assignment Editors, Associate Producers, Digital Associates, Digital Line Producers, Line Producers, Producers, Segment Producers, Motion Graphics Designers, Senior Motion Graphic Designers, and other Employees hired to perform the same or similar work at CBSN.

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.

III. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he or 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 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 the Company should employ an applicant not a member of the WGAE, 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.

E. The Company will request its personnel department to furnish to all new Employees covered by this Agreement with a copy of the Union Security Provision of this Agreement.

IV. DUES CHECK OFF

The Company agrees, upon thirty (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.

WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct CBS Interactive, 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., 250 Hudson Street, New York, New York 10013.

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

WITNESS: _____ SIGNATURE: _____ DATE: _____

V. **DUTIES/JOB DESCRIPTIONS**

The parties have negotiated the following job titles and duties so that Employees know what is expected in a fast paced environment. Employees are expected to be highly focused, keep up with current events, be able to work under tight deadlines and collaborate with other units as required. The Company may assign an Employee duties outside those in their job description, including but not limited to, non-exclusive functions. Assignment of category shall be at the sole discretion of management, but the Employees’ duties determine their job titles.

Duties include but are not limited by the following:

Digital Associate

1. Assists in the coordination of assets based on the needs of the show with regards to video, graphics, scripts and other elements;
2. Anticipates show needs during breaking news;
3. May be assigned research projects;
4. Writes readers and package introductions (including preparing graphics and

- selecting video); may assist on producing segments for CBSN;
5. Prepares the “ticker” that rolls during CBSN breaks; and
 6. Rolls teleprompter, prepares and prints hard copy scripts, research and wire reports for anchors.

Assignment Editor

1. Covers the CBSN assignment desk (including answering phones);
2. Creates, prioritizes and coordinates news coverage;
3. Continually and effectively monitors news wire services and social media to find and identify breaking news and key news developments;
4. Manages time-pressured logistical and editorial tasks to facilitate deployment of news through digital platforms, work with correspondents, field producers, bookers, CBS news bureaus, affiliates and desks to coordinate live shots;
5. Writes and distributes a daily division-wide communication outlining key events and happenings to help plan coverage for live and future events;
6. Works with executive producers, planning producer, CBS Newspath and other CBS news entities to make editorial coverage decisions for CBSN shows and manage the execution of coverage with bureau chiefs, field producers and reporters;
7. Works alongside production and editorial teams to strategically identify and secure strong witnesses and experts during breaking news;
8. Clears crucial social media elements during breaking news;
9. Books studios and transmission as needed for guest, remote, and field coverage;
10. Assists in clearing video and securing guests and witnesses during breaking news;
11. Coordinates the ingest of remote feeds; and
12. Serves as point of logistical contact for CBSN when interacting with other divisions of the Company.

Digital Line Producer

1. Writes headlines and edits video for live digital broadcast;
2. Closely coordinates with the Senior and Line Producers during live news programs;
3. Maximizes SEO and shareability of CBSN content;
4. Works with video editors and social media team to edit and publish out video;
5. Works directly with development engineers to improve user interface and implement sponsorship content;
6. Helps manage, optimize and time live and on demand video content for mobile, desktop and OTT (Apple TV, Roku, Amazon Fire) platforms;
7. May have editorial decision making for breaking news coverage in communication with Management and technical team, when applicable (e.g. overnights and weekends);
8. Creates playout rundowns for live hours, playback hours and special programming;
9. Creates video on demand links for each story, manages and edits to the story slugs and long titles for that content while in an active fusion rundown;

10. Writes the story slugs, and long titles that serve as the titles below the videos for content on CBSN;
11. Executes rundown creation and programming for weekend programming and special programming (i.e., originals, marathons, special events);
12. Builds, creates, stacks and times rundowns;
13. Works from the control room to guide CBSN in and out of breaks and live/recorded content;
14. Times out rundowns during hours of CBSN content that are not entirely live;
15. Manages content during the day once it is recorded, and helps determine when it will run in future hours;
16. Replaces older content in the rundown with updates to those stories;
17. Communicates fixes to editors to be done to live segments before re-airing;
18. Edits and manages the promos that are airable and deletes those that are dated;
19. Edits other CBS programming, manages content to be re-aired on CBSN;
20. Manages content live to air when taken through a remote feed;
21. Manages the tickers and the break structure during non-live hours;
22. Coordinates with master control to break into live content during breaking news with a banner to simulcast an affiliate or alternate station;
23. Edits packages from Newspath and other wire content and push to playout system during the overnight; and
24. Fixes and saves banners as needed to update content within a live hour.

Associate Producer

1. On hand in the newsroom to gather elements during breaking news;
2. Commands basic knowledge of current events, politics and pop culture;
3. Has basic knowledge of control room;
4. Capable of taking direction in high pressure situations;
5. Receives assignment and guidance from Executive Producer or Line Producer to research and write questions for anchors for guest segments and exercises editorial judgment in selection of elements for segments;
6. Writes copy for anchor and reporter voices for live segments/readers as well as writing for feature and news packages;
7. Works with editors to turn around pre-taped segments;
8. Pitches and executes special and feature segments;
9. Edits VO/VOSOTs at the direction of the Executive Producer or Line Producer;
10. Supports special shows and projects as needed;
11. Orders graphics and writes banners for assigned stories and segments
12. Pulls specific video and soundbites;
13. Coordinates video, graphics and soundbites with control room team during segments;
14. Communicates with anchors and correspondents on segments;
15. Pitches stories;
16. May produce sponsored segments;
17. Writes headlines and captions for segments to be posted online; and
18. Works with Digital Line Producers and editors to clean up and update segments after they air.

Segment Producer

1. Works closely with senior staff in control room with the ability to add to the editorial process in a breaking and live news environment;
2. Exercises exceptional editorial skills: Ability to recognize stories with high potential for compelling and comprehensive storytelling;
3. Commands sophisticated knowledge of current events, politics and pop culture. Up to date on periodicals, including Op-Eds;
4. Has thorough knowledge of control room and exercises appropriate etiquette;
5. Exhibits calm demeanor in high pressure situations, including control room;
6. Works closely with senior staff on editorial content of show;
7. Pitches and shapes clear and specific segment ideas with speed and accuracy in a deadline driven environment;
8. Is in the control room during his or her segment to ensure smooth on-air production;
9. Researches and produces compelling segments that include quality sound, eye-catching graphics, effective use of maps and headline grabbing banners;
10. Participates in daily staff editorial and production meetings;
11. Works in coordination with booking, graphics team to produce compelling graphics, guest segments and video elements;
12. Coordinates with anchors and correspondents to inform them on subject matter and brief them on segment; and,
13. Works with Executive Producers, Line Producers and Producers on standards, rights and clearances and the editorial direction and language for the Anchors, Correspondents and on screen graphics.

Producer

1. Copy edits scripts for grammar, syntax and substance (including fact checking);
2. Writes teases, headlines, segments/readers features and news packages for daily show(s);
3. Writes banners, and quotes during breaking news and live events;
4. Supervises writing and graphics development;
5. Provides guidance and mentors Segment Producers, Associate Producers, Digital Associates and other junior team members on writing tone, substance and style;
6. Works with Management and Line Producers on standards and the editorial direction of language for the anchors, correspondents and on screen graphics;
7. Pitches and executes special, feature and recurring segments;
8. Writes intros, readers and top of show as needed;
9. Ensures fixes are made before the next segment airing; and
10. Works with Associate Producers and Digital Associates on their writing and producing.

Line Producer

1. Produces hourly editorial news content, show flow including timing and stacking elements in the rundown;

2. Assigns and runs a team of editorial and productions staff to create original content as well as edit and repurpose content from broadcast and other content partners;
3. Reads in on news of day and relevant events of day;
4. Coordinates with Management team to manage news of day demands;
5. Writes teases, headlines opening package, and readers for live programming if needed;
6. Generates story ideas for future coverage;
7. Executes live show in control room;
8. Assigns and records swap content for automated software wheel;
9. Stakes out and takes newsworthy live events in control room;
10. Communicates with anchor and control room team to navigate through day's needs;
11. Mentors junior editorial staff; and
12. Follows and works with sales to implement proper ad loads in rundowns.

Motion Graphics Designer

1. Fields requests from producers;
2. Builds out graphics including: full-screen editorial graphics, data visualizations, lower-thirds and studio monitor graphics;
3. Creates template-driven motion and static graphics for CBS News's daily live and on-demand digital programming;
4. Is responsible for designing within style guides and best practices, and for incorporating CBS News visual brand sensibilities in all designs, consistently and efficiently;
5. Delivers graphics to master control or render and roll graphics for edit;
6. Archives graphics; and
7. Sends graphic fixes to the dotcom and video editor teams.

Senior Motion Graphics Designer

1. Works under the Creative Director to design and execute custom and template-driven motion and static graphics for both live broadcast and original, on demand programming;
2. Creates motion titles for new show and segment packages, help design and build motion templates, full-screen graphics and transitions, as well as motion graphics and data visualizations for a number of our non-live video franchises including CBSN Documentaries;
3. Coordinates across teams, including senior digital producers, the network graphics teams, and the promotions and marketing groups, to ensure delivery and consistency of design assets;
4. Coordinates and delegates requests made of the design group, manage designer schedules;
5. Responsible for helping establish style guides and best practices, and for incorporating CBS News visual brand sensibilities in all designs, consistently and efficiently;
6. Oversees work and schedule of graphics/art team;

7. Prepares CBSN Originals graphics and Special Segment packages;
8. Coordinates with network team for live events making sure both broadcast and digital have their assets synced; and
9. Coordinates with engineering in purchasing and installation of graphics equipment.

VI. 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.

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

VII. SHOP STEWARDS AND INSPECTION

A. 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.

B. 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 request of the Employee, the Company shall release any Employee who is elected to the Union Council or as a Shop Steward to allow such Employee to attend scheduled Council and/or Shop Steward meetings.

C. The Company agrees to recognize Employees designated by the Union as Bargaining Committee Members, and, upon request of the Employee, the Company shall release them to attend collective bargaining sessions.

VIII. 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.

IX. 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, age, sexual orientation, marital status, physical disability, or union activity.

Any dispute under the provisions of this Article shall not be subject to arbitration.

X. BULLETIN BOARDS

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

XI. MANAGEMENT RIGHTS

Except as modified or restricted by this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline Employees; to determine the number of Employees to be employed; to hire Employees, determine the qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; 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 Company'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 Company's; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company's; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's Employees. The Company's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or to preclude it from exercising the same in some other way not in

conflict with this Agreement.

XII. NO-STRIKE/NO-LOCKOUT

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 WGAE picket line against the Company.

XIII. GRIEVANCE PROCEDURE

A. STEP 1: If any dispute shall arise concerning the interpretation or application of the Agreement, it shall be taken up between the Employee, with or without the WGAE Steward or WGAE representative, as the Employee may elect, and the Employer's designated representative.

B. STEP 2: If any question of interpretation or application of this Agreement is not settled under paragraph A above, either party may file a written grievance within forty-five (45) days of the date the party first became aware of the facts or event which give rise to the grievance.

C. STEP 3: Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing paragraphs of this Article may be appealed to arbitration. Such arbitration shall be administered by the American Arbitration Association (AAA) in accordance with the Labor Arbitration Rules, provided that if such grievance has not

been submitted to arbitration within forty-five (45) days following the date that the grievance was submitted in writing, such grievance shall be deemed to have been abandoned. Such written request for arbitration shall include a description of the incident giving rise to the grievance and specific Article or Articles of the Agreement alleged to be violated. In the event of any such request for arbitration, an Arbitrator shall be selected in accordance with the AAA Labor Arbitration Rules.

D. POWERS OF THE ARBITRATOR: The Arbitrator shall have no power to modify or amend any provision of the Collective Bargaining Agreement, and any award shall be final and binding upon the parties. Each party will bear its own expenses in carrying out the provisions of this Article and the parties will share equally in the expenses of the arbitrator.

E. Time limits set forth in this Article may be waived by the mutual consent of the parties.

XIV. WAGES AND FEES

A. Minimum rates of pay for all Employees, shall be as follows, effective March 10, 2020:

<u>Title</u>		<u>Minimum Salary</u>
Digital Associate	<i>(non-exempt)</i>	\$42,500
Assignment Editor	<i>(non-exempt)</i>	\$62,000
Digital Line Producer	<i>(non-exempt)</i>	\$57,000
Associate Producer	<i>(exempt)</i>	\$60,000
Segment Producer	<i>(exempt)</i>	\$66,000
Producer	<i>(exempt)</i>	\$72,500
Line Producer	<i>(exempt)</i>	\$87,000
Motion Graphics Designer	<i>(exempt)</i>	\$74,000
Senior Motion Graphics Designer	<i>(exempt)</i>	\$85,000

B. Employees covered by this Agreement, who are currently at or above the annual minimums will receive a 3% increase effective March 10, 2020, 3% increase effective March 7, 2021 and a 3% increase effective March 13, 2022.

C. Employees assigned to act as a Senior Producer on a specific shift shall receive an additional seventy-five dollars (\$75.00) for each shift so assigned, in addition to all other compensation for which he or she is due.

D. As a result of an open position (i.e. vacancy, illness, vacation) or open shift due to reassignment, if an Employee is scheduled by management to perform work that is within the scope of a higher-paid title for each shift worked, he or she shall receive no less than the minimum rate of pay for that title. It is understood that if an Employee is scheduled to cover a shift for someone else who has been upgraded pursuant to this Paragraph, such Employee also is eligible for upgrade as applicable.

E. If a Digital Associate is assigned to produce segments and the number of segments produced exceeds fifty (50), he or she shall receive a fee of twenty-five dollars (\$25.00) per shift in the event the Digital Associate continues to produce segments during a shift thereafter. Any segments produced by a Digital Associate who has been upgraded pursuant to paragraph XIV.D above will not count towards the fifty (50) segments and shall not entitle them to the fee described in this paragraph.

F. No deductions directly or indirectly shall be made from Employees' salaries, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for employee benefits where mutually agreed upon between the Employee and the Company.

XV. WORK WEEK/WORK DAY/OVERTIME

I. Exempt Employees

For exempt classifications, those who meet the threshold salary and duties test for exempt status under the Fair Labor Standards Act and/or other applicable law, no limitation shall apply to the days or hours of work, except as provided below:

A. It is the intention of the Company, in so far as practicable, to give exempt employees two (2) consecutive days off each week. With reference to work on a sixth (6th) or seventh (7th) day in a week shall be paid for each day so worked at one fifth (1/5) of the applicable weekly rate.

B. It is the intention of the Company not to require exempt employees to work an excessive number of hours on a regular recurring basis, except as news emergencies may require. However, in the event an exempt employee is required to work excessive hours, the following shall apply:

1. When exempt employees work at least ten (10) hours and up to twelve (12) hours, they shall be entitled to a quarter-day (1/4) of compensatory time off ("Comp Time").
2. When exempt employees work at least twelve (12) hours and up to fourteen (14) hours, they shall be entitled to a half-day (1/2) of Comp Time.
3. When exempt employees work fourteen (14) hours or more, they shall be entitled to a full day of Comp Time.
4. Where possible, exempt employees must obtain prior approval from their managers to work hours beyond the normal work hours. In all circumstances, exempt employees must follow up in writing with a summary of the work coverage that they engaged in beyond normal work hours.

5. Comp Time shall be taken at a time mutually agreed upon by the Company and employee. With respect to Comp Time to which an Employee may become entitled pursuant to the foregoing, the Employee may elect to receive payment for relevant Comp Time calculated using the applicable weekly staff salary in lieu of the Comp Time provided he or she notifies the Company within seven (7) days of receiving the Comp Time.

C. Night Shift Differential: For each hour scheduled between midnight and 6:00 a.m., Employees shall receive a premium equal to fifteen percent (15%) of his/her hourly rate calculated based on the Employee's annual base salary.

II. Non-Exempt Employees

For non-exempt classifications, the following work day/work week rules will apply:

A. The regular work week for all Employees shall consist of forty (40) hours in five (5) days (inclusive of meal periods). 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.

The workweek shall run from 12:01 a.m. Sunday to 12:00 a.m. Midnight Saturday, and an Employee may be assigned to work for any five (5) days during this period.

B. The workday shall consist of eight (8) hours inclusive of a one-half (1/2) 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 (7 ½) hours of work. In the alternative, an Employee may be assigned 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 agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked during any day. If an on-duty meal period or a meal period of less than one-half (1/2) hour is given, a penalty of twenty dollars (\$20) shall be paid.

C. 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, the 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.

D. Night Shift Differential: For each hour worked between Midnight and 6:00 a.m. each Employee so working is to receive, in addition to his or her regular

compensation, a premium equal to fifteen percent (15%) of his or her regular hourly rate of pay.

E. If an Employee is required by the Company to work on any day in excess of five (5) in any work week, he or 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 or her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day inclusive of meal period. However, 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.

III. All Employees

For all Employees, the following provisions shall apply:

A. 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 or her previous shift, he or she shall be paid penalty pay in an amount equal to one-half ($\frac{1}{2}$) times his or her regular straight-time 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 fifty-eight (58) hour period, he or she shall be paid penalty pay in an amount equal to one-half ($\frac{1}{2}$) times his or 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 the Employee may otherwise be entitled.

B. If an Employee 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 or she will be paid a penalty of fourteen dollars (\$14.00), unless his or her assignment is necessitated by the illness of another unit member, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

C. The Company shall not assign an Employee to work a shift that starts between 12:00 a.m. and 7:00 a.m. unless it specifically hires him or her to work such a shift, or the Employee agrees to such assignment. However, the Company may assign any Employee to the "overnight" shift on a temporary basis of not to exceed one (1) month to fill in for absences or vacancies.

D. Schedules shall be posted electronically seven (7) days in advance. Notwithstanding this, changes to a schedule may be made at any time. Each Employee is responsible for checking his or her schedule and to call in for his or her schedule upon return from vacation or approved leave of absence. Management is responsible for

notifying the Employee of any schedule change made after the end of the Employee's shift.

E. An Employee who is notified by the Company subsequent to completing his or her tour of duty, of a change in his or her daily schedule affecting the starting time for the following day, will be paid a penalty of eight dollars (\$8.00), unless his/her assignment is necessitated by the illness of another unit member, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

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

XVI. TEMPORARY AND PER DIEM EMPLOYEES

Any bargaining unit member who has performed work for the Company on a temporary or per diem basis for at least two hundred (200) shifts during twelve (12) consecutive months, including before the effective date of this Agreement, shall be considered for a full-time staff position in the event there is an open position available.

XVII. VACATIONS

A. Employees covered by this Agreement are eligible to accrue vacation time as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0 - 4 years	3
5 - 14 years	4
15 + years	5

Vacation time starts accruing from the first day of employment as a staff Employee. Employees are usually not permitted to use vacation during their first 90 days of employment.

B. Vacation requests must be submitted in writing and must be made in advance as follows:

- i. For 1–2 days off: two (2) weeks in advance.
- ii. For 3–5 consecutive days off: one (1) month in advance.
- iii. For 5–10 consecutive days off: two (2) months in advance.
- iv. For any time off beyond ten (10) consecutive days off: three (3) months in advance.

Nothing shall prohibit an Employee from making requests any earlier than the schedule set forth above.

Management may limit the number of individuals who may be on vacation at any one time. Vacation scheduling is subject to management's discretion based on operational needs. Requests to utilize vacation days shall not be unreasonably denied.

C. Employees are permitted to accrue additional vacation days until they reach their "accrual limit" for unused vacation days. The accrual limit is one and one half (1 ½) times the Employee's annual vacation allotment. Unused vacation days accrued in the present calendar year, as well as unused and accrued vacation days carried over from prior years, count toward the accrual limit. Once the accrual limit is reached, Employees will not be permitted to begin accruing additional vacation time until they have reduced (by taking vacation days) the number of unused vacation days so that they are under the accrual limit. At this time, Employees may begin to accrue vacation days prospectively, on a monthly basis, until the accrual limit is again reached.

Accrued but unused vacation days will be paid upon an Employee's separation from employment.

XVIII. 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)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving Day
Christmas Day (December 25)
An additional holiday to be scheduled by the Company no later than January 1.

B. 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 or she shall receive a compensating day off (“Comp Day”), which shall be taken at a time mutually agreed upon by the Company and Employee. 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 or she notifies the Company within seven (7) days of the holiday worked that he or she elects such payment.

C. For as long as the time between Christmas Day and New Year’s Day (exclusive of Christmas Day and New Year’s Day) is provided as a holiday under CBSi policy (the “Winter Holiday Break”), Employees covered under this Agreement will not observe those specific days as part of their holiday schedule. In lieu of those days, the Company agrees to grant employees “Holidays in Lieu” equal to four (4) days granted to employees for the Winter Holiday Break. Such grant shall be made as of January 1 for use in the same calendar year and may not be carried over into the next year. However, if an Employee is unable to use any of his or her Holidays in Lieu in a calendar year due to the operational needs of the Company, he or she shall be paid for the unused days at the rate of one day’s pay for each unused day. The provisions of Article XVII governing notice for use of vacation days shall also apply to Holidays in Lieu. Scheduling of Holidays in Lieu is subject to management discretion. Unused Holidays in Lieu are not paid out upon termination. Any disputes arising regarding Holidays in Lieu shall be governed by the Grievance Procedures in Article XIII of this Agreement.

XIX. BENEFITS AND POLICIES

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. Employees covered by this Agreement are eligible to participate in the following Company benefits plans on the same basis as non-represented staff employees pursuant to the terms of the applicable plans, programs or policies:

- Medical Plan
- Vision Program
- Dental Plan
- Group Life Insurance Plans
- CBS Fund the Future Restricted Share Unit Program
- Short Term Disability Plan
- Long Term Disability Plan
- Flexible Spending Account (FSA) Plan
- Adoption Assistance Program
- Surrogacy Program
- Death Benefit

C. Company 401(k) Plan: The Company agrees that all Employees covered by this Agreement shall be eligible to participate in the Company 401(k) Plan, subject to the terms and conditions of the Plan.

D. Tuition Reimbursement: Staff Employees covered by this Agreement will be eligible to participate in the Company tuition reimbursement program, subject to the terms and conditions of said program.

E. Compliance with Company Policies and Training: All Employees covered by this Agreement are expected to review and comply with all applicable Company policies, including but not limited to the CBSi Policy Guide, CBS Non-Discrimination and Anti-Harassment Policy, CBS Corporation Business Conduct Statement, CBS News Standards Policy, CBS News Social Media Policy and CBS Information Security Policies and Procedures. All Employees are expected to participate in and complete any training required by the Company.

F. 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.

XX. SICK LEAVE/LEAVES OF ABSENCE/FLEX DAYS

A. Sick Leave: Staff employees covered by this Agreement shall have eight (8) sick days. Sick days may not be carried over. All other terms and conditions regarding sick leave set forth in the CBSi Policy Guide still apply.

Notwithstanding the above, Staff employees will have the ability to convert two (2) sick days to “flex” days. Flex days may be used for sickness or reasons other than sickness. The provisions of Article XVII governing notice for use of vacation days shall also apply to flex days.

B. Flex Days: Staff employees covered by this Agreement shall have, upon January 1 of each calendar year, two (2) paid Flex Days, which they may use for any purpose.

The provisions of Article XVII governing notice for use of vacation days shall also apply to Flex Days. Unused Flex Days may not be carried over from year to year. However, if an employee is unable to use these two (2) paid Flex Days in a calendar year due to the operational needs of the Company, he or she shall be paid for the unused days at the rate of one (1) day’s pay for each unused day.

C. Leaves of Absence: Staff Employees covered by this Agreement are eligible for the following leaves of absence provided by the Company, on the same basis as non-represented staff employees, as set forth in the CBSi Policy Guide:

Maternity/Paternity Leave
Paid Parental Leave

Paid Critical Illness Leave
Bone Marrow/Organ Donor Paid Time Off
Personal Leaves of Absence

Employees are eligible for any leaves of absence provided under applicable law (including but not limited to leaves of absence such as family and medical leave, disability leave and military leave), subject to satisfaction of statutory and any other eligibility requirements per the CBSi Policy Guide.

D. Jury Duty: Leaves of absence for jury duty will be granted in accordance with Company policy set forth in the CBSi Policy Guide.

E. Bereavement Leave (Death in Family): Leaves of absence for death in family will be granted in accordance with the CBSi Policy Guide.

F. Military Leave: Military leave shall be granted in accordance with the CBSi Policy Guide.

G. Volunteer Time Off: Volunteer time off shall be granted in accordance with the CBSi Policy Guide.

H. Religious Observances: The Company shall endeavor to provide reasonable work schedule changes for religious observances.

XXI. TRAVELING EXPENSES/OUT OF AREA ASSIGNMENTS

A. If an Employee is required to report for work sooner than twelve (12) hours after the completion of his or her previous shift during inclement weather, the Company shall provide him or her with a hotel room upon request. Hotel accommodations will be provided in accordance with CBSi Policy.

B. 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.

a. 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.

b. Exempt Employees: If an exempt employee is required to travel in connection with an out-of-area assignment on their regularly-scheduled day off, the Employee shall be eligible to receive a Comp Day. In the event the Employee also performs work on the same travel day, the Employee may also be eligible for pay pursuant to Article XV, Section I.A.

c. Non-Exempt Employees: Non-exempt Employees shall be compensated for travel in connection with an out-of-area assignment in accordance with applicable law. If a non-exempt employee is required to travel in connection with an out-of-area assignment on their regularly-scheduled day off, the Employee shall be eligible to receive a Comp Day.

d. Comp Days shall be taken at a time mutually agreed upon by the Company and employee. With respect to Comp Day(s) to which an Employee may become entitled pursuant to the foregoing, the employee may elect to receive payment for relevant Comp Day(s) calculated using the applicable weekly staff salary in lieu of the Comp Day(s) provided he or she notifies the Company within seven (7) days of receiving the Comp Day(s).

e. Notwithstanding the foregoing, an Employee on assignment outside the contiguous 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 assignment, whether worked or not, and shall constitute full payment, in lieu of all other payments.

f. The Company shall compensate Employees for all travel expenses incurred in connection with out-of-area work assignments in accordance with CBSi Policy.

XXII. LAYOFF AND SEVERANCE

A. PROBATIONARY PERIOD: During the first six (6) months of employment Staff Employees are considered to be in an introductory period. This is an opportunity for both the Employee and the Company to ensure that each meets the other's expectations. Employees may be terminated without a warning at any time during the introductory period, for any lawful reason. Nothing herein shall in any way modify the at-will nature of the employment relationship.

B. DISCIPLINE/DISCHARGE: The Company shall have the right to impose discipline and/or discharge any Employee covered by this Agreement subject to the following provisions and applicable law:

Staff Employees who are beyond their six (6) month probationary period and who demonstrate unacceptable performance that has not been corrected by verbal discussions may be issued a written warning. The purpose of this written warning is to clarify the areas in need of improvement and to give the Employee an opportunity to demonstrate the willingness and ability to do the job. The warning should summarize the reason or reasons for such a warning and the corrective action required. The Employee shall be advised that lack of immediate and sustained improvement will result in dismissal. The Employee's performance and

progress will be carefully evaluated and, if the performance does not improve to the point where the Employee is meeting all of the requirements of the job, the Employee will be terminated. The Employee shall be given a minimum of one (1) month in which to demonstrate improvement.

A written warning is not required for discharge of an Employee in the event of a layoff or for reasons warranting immediate discharge (including, but not limited to, dishonesty, insubordination, gross misconduct, and intoxication).

In any case brought by the Union claiming that an Employee's discipline and/or discharge was arbitrary and capricious, the burden of going forward and the burden of proof shall be on the Union. In making a decision, an Arbitrator may not substitute his or her judgment for that of the Company, but he or she is limited to determining whether the Company's decision to discipline and/or discharge the Employee was arbitrary and capricious.

C. 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.

D. SEVERANCE PAY: Severance shall be paid in the event of layoff or termination for reasons other than dishonesty, insubordination, gross misconduct and intoxication. Severance payments shall be calculated based upon the Staff Employee's actual base pay at the time of discharge or separation and shall amount to two (2) weeks of actual base pay per year of service, with a minimum of eight (8) weeks of pay. 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.

XXIII. WORKING CONDITIONS

A. A Joint Committee on Safety and Health will be established. The Committee shall consist of Union and Company representatives and may be convened to discuss physical working conditions affecting covered employees, including response to and protection from 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. The Committee shall meet at the request of the Guild on a date no later than thirty (30) calendar days after such request was made.

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

C. 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 Labor Relations Department, agrees to provide a written response to the Guild which will address the items discussed and any recommendations which have been made.

XXIV. TRAINING

A. 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 or 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.

B. The Company shall provide adequate training to assist employees assigned to perform new job responsibilities, use new equipment, or perform new working methods, and shall assist employees in acquiring the skills that they will be required to use on the job. 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. The nature and amount of such training shall not be subject to grievance, except in a matter concerning employee discharge.

XXV. WORK RELATED COMPLAINTS

A. If a written work-related complaint about an Employee is made a part of the Employee's personnel file, 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 personnel file. 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; provided, however, that complaints against an employee that are related to the safety and well-being of other Employees shall not be subject to the three- (3) year restriction. 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.

B. An Employee may request that he or she be afforded an opportunity to see their own personnel file in accordance with Company Policy.

XXVI. WORKLOAD

A. The Company and the Union shall meet, at the request of the Union, to discuss any scheduling concerns which may arise.

B. The Company and the Guild agree to establish a Workload Committee composed of Guild members and Company management. The Committee shall meet at the request of the Guild not more often than twice per year, on a date no later than thirty (30) calendar days after such request was made to discuss workload and overtime issues. A request for additional meetings shall not be unreasonably denied.

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

D. 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 Labor Relations Department, agrees to provide a written response to the Guild which will address the items discussed and any recommendations which have been made.

XXVII. CREDITS

The Company shall give on-screen credit to Employees for work as Writers, Assignment Editors and Graphic Artists no less than once per year.

XXVIII. EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of March 10, 2020. All changes shall be effective as of March 10, 2020, except where a different date is specifically provided.

The term of this Agreement shall be from March 10, 2020 through March 9, 2023. The parties agree that at least sixty (60) days prior to March 9, 2023 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 10th day of March, 2020:

CBS Interactive Inc.

By: _____
DocuSigned by:
Darius Walker
5014A53AA48648B...

Writers Guild of America, East, Inc.

By: _____
DocuSigned by:
Lowell Peterson
EF61FD697DED43B...

The following Sideletters have been agreed to by CBSi (“the Company”), and the WGAE (“the Guild”) (collectively, the “Parties”), and are part of this Agreement. The Sideletters are numbered for identification only.

SIDELETTER 1: Diversity Committee

CBSi (“the Company”), and the WGAE (“the Guild”) (collectively, the “Parties”), share a commitment to diversity and inclusion. In furtherance of this commitment, the Parties shall create a Diversity Committee within thirty (30) days of the ratification of the Agreement. The Committee will consist of representatives from the Company and members of the Bargaining Unit. The Committee shall meet at regular intervals, at least semiannually, to discuss such issues as recruitment, retention, advancement and mentorship, and the composition of the current Employer workforce, and opportunities for trainings and initiatives (e.g. unconscious bias training) that support the mission and goals of the Diversity Committee, including recruiting and retention of a diverse and inclusive workforce. The parties agree that they will work cooperatively and in good faith toward mutual goals. Additional meetings may be scheduled by mutual agreement of the Parties.

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

At least sixty (60) days in advance of each Diversity Committee meeting, the Union and the Bargaining Unit members of the Diversity Committee may request documents and information from the Company that are relevant to the Committee’s mission and goals. The Company shall provide a written response no later than thirty (30) days before the meeting. Requests for documents and information shall not be unreasonably made or denied.

The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented at the Company and within the journalism industry.

SIDELETTER 2: Working Conditions

During the course of the 2019/2020 CBSi/WGA negotiations, CBSi (“the Company”) and the WGAE (“the Guild”) (collectively, the “Parties”), discussed the current challenges of the physical working conditions. The Parties agreed that the concerns are a priority and should be addressed as soon as physically and spatially possible. As part of this commitment the Parties agree no later than one (1) year from the date of ratification of this Agreement, the Company agrees to set up a meeting to discuss the following:

1. Providing adequate physical working conditions;
2. Providing lockable storage space to all Employees covered under this Agreement;
3. Maintaining of anti-crime lighting;

4. Complying with legal requirements with regard to building evacuation plans and fire drills;
5. Providing active shooter training to all Employees covered under this Agreement; and
6. Providing designated desks to all Employees covered under this Agreement.

SIDELETTER 3: 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 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 operation, and such changes will apply to employees of this 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 operation, they will apply to employees of this 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 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 4: Consolidation of Operations

A. In the event the Company decides 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 ViacomCBS Inc.), and in the event the Company maintains control over the merged entity, the Company shall notify the Union of its desire to bargain over the effects of the decision, including but not limited to any Company proposal that would permit 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. Notice shall be deemed received on the business day on which the notice was received.

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.

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 XII 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 5: Early/Late Commuter Guidelines

During the course of the 2019-2020 negotiations, the parties discussed the CBSi Early/Late Commuter Guidelines that were revised on January 13, 2020.

I. The parties came to an agreement that CBSi will continue to apply the Early/Late Commuter Guidelines that were in effect prior to January 13, 2020 for the following employees only:

<u>Employee</u>	<u>Commute Method</u>
Catherine Casey	Uber/Taxi
Josh Curtain	Train, Uber/taxi
Gisell Gomez	Uber/Taxi
Michelle Harding	Parking, Tolls, Mileage
Kelly Johnstone	Parking, Uber/Taxi
Tyler Kendall	Train, Uber/Taxi
Stephen Konowitz	Car service
Scott Knowlton	Parking, Tolls, Mileage, Uber/Taxi, Tips for Valet
Mike Lano	Parking, Tolls, Mileage
Joanne Lediger	Parking, Mileage
Robert Lieber	Train, Parking, Tolls, Mileage, Uber/Taxi
Renee Lindsay	Parking, Uber/Taxi
Zoe Lipner	Uber/Taxi
Jon Miller	Uber/Taxi
Ari Mont	Uber/Taxi
Daisy Rivadeneira	Parking, Tolls, Uber/Taxi
Ayanna Runcie	Uber/Taxi
Mike Ryan	Parking, Tolls, Mileage
Sandra Siagian	Uber/Taxi
Richard Spiropoulos	Parking, Tolls, Uber/Taxi
Michael Sullivan	Uber/Taxi
TJ Swiggert	Uber/Taxi
Oliva Wilson	Parking, Tolls, Mileage
Faizan Zaidi	Parking, Mileage, Uber/Taxi
Devin Zapka	Parking, Mileage, Tolls, Uber/Taxi

These employees will continue to maintain eligibility for reimbursement for commutes that meet the following criteria:

- A. An IN time earlier than 6am.
- B. An OUT time at or after 9pm.
- C. Receipts are now required at all times for all expenses for all amounts. For the avoidance of doubt, no receipts are required for mileage reimbursement.

D. All Uber/taxi/car service instances listed above should be designated as “Early/Late Commute” within Chrome River with a receipt backup. Receipts should include a date and time stamp, as well as start and end location.

E. All parking charges should be listed as “Parking” within Chrome River and a receipt obtained and attached to the expense report.

F. All tolls should be listed as “Tolls” within Chrome River and a receipt obtained and attached to the expense report.

G. If an employee’s shift changes permanently and their commute no longer falls within paragraph (A) and (B) above, they will be responsible for their commute to and from work. For the avoidance of doubt, they will no longer be subject to reimbursement for the commute method specified above, and will be subject to the guidelines set forth in Part II below as applicable.

H. If an employee on this list commutes via train, the employee will be reimbursed for that commute on a month-to-month basis. Employees are required to provide a receipt every month showing purchase of the train pass before payment of the following month’s stipend shall be made.

II. For employees not listed above, the Early/Late Commuter Guidelines that went into effect as of January 13, 2020, shall apply:

A. Employees covered under this Agreement who work approved hours as stated below may be eligible to be added to the “Approved Commuter” list. If an employee is on the “Approved Commuter” list they are eligible for the reimbursement of Uber, taxi, car service, or parking.

Employees will receive an email confirming that they have added to the “Approved Commuter” list.

B. Employees that have an IN time that is earlier than 6am (Monday – Friday) will be added to the “Approved Commuter” list for reimbursement of Uber, taxi, car service, or parking. For the avoidance of doubt, employees that have an IN time at 6am or thereafter on the weekends will be responsible for their own commute.

Employees who work the early show and have an IN time earlier than 7am on the weekends will be added to the “Approved Commuter” list for reimbursement of Uber, taxi, car service or parking. For the avoidance of doubt, employees that have an IN time at 7am or thereafter on the weekends will be responsible for their own commute.

C. Employees whose OUT time is at or after 10pm (Monday-Friday) will be added to the “Approved Commuter” list for reimbursement of Uber, taxi, car service, or parking. Employees whose OUT time is before 10pm will be responsible for their commute.

D. All Uber/taxi/car service instances listed above should be designated as “Early/Late Commute” within Chrome River with a receipt backup. A receipt is required at all times for expenses of all amounts. Receipts should include a date and time stamp, as well as start and end location for Uber.

E. All Parking charges should be listed as “Parking” within Chrome River and a receipt should be obtained and attached the employee’s expense reports.

F. The preferred method for “Early/Late Commuting” is Uber or a Taxi. If an employee is filling in during any of the shifts listed under the “Approved Commuter” rules, please commute using one of those services and submit for reimbursement. Please note on the expense report the hours worked during the shift coverage.

G. If an employee’s commute doesn’t fall within paragraph (B) and (C) above, the employee will be responsible for their commute to and from work. Exceptions can and will be made on a case by case basis and will require approval from finance and department leadership.

H. If an employee believes a safety issue exists, please take an Uber or taxi, and approval will be reviewed after the fact. If this occurs, an employee should notify their supervisor or HR on the first business day after the situation occurs.