

CBS/WGA 2025 NEGOTIATIONS
MEMORANDUM OF AGREEMENT

March 24, 2025

(subject to notice of ratification by 4 p.m. (est) Friday, April 25, 2025)

(1) Term:

April 6, 2025 through April 5, 2028

(2) Salaries:

Wage scales:

- April 6, 2025: 3% increase
- April 5, 2026: 3% increase
- April 4, 2027: 3% increase

Contract Producers at WCBS-TV, WBBM-TV and KCBS/KCAL-TV:

These increases will also apply to Contract Writers and Producers to the minimum salaries in each year of the Agreement pursuant to Supplement C, SL 10 and Supplement D, SL 13.

Effective April 6, 2025, increase minimum salaries in the following titles:

1. Staff News Desk Associates (New York)

0-12 months	\$750
Over 12 months	\$860

2. Staff News Desk Associates (Chicago)

0-12 months	\$750
Over 12 months	\$860

3. Junior Writer (Los Angeles) \$900

Employees who are assigned to work as Junior Writers shall receive no less than their current rate of pay.

Temporary employee override:

- 0.5% increase effective April 6, 2025
- 1% increase effective April 5, 2026;
- 0.5% increase effective April 4, 2027;

(3) Acting Editor Fee:

- Effective April 6, 2025 increase to \$4.75 per hour; \$38 per day;
- Effective April 4, 2027 increase to \$5 per hour; \$40 per day

(4) **WGA Health Plan for Staff Employees:**

- 0.5% increase to Health Plan effective April 6, 2025;
- 0.5% increase to Health Plan effective April 5, 2026;
- 0.5% increase to Health Plan effective April 4, 2027

(5) **TV Stations Producer Fee:**

- Effective April 5, 2026 increase to \$55;
- Effective April 4, 2027 increase to \$60

(6) **Network Radio Fees (SL 8)**

Increase the following fees effective April 6, 2025 as follows:

1. Acting Editor Fees: \$4.75 per hour [effective April 4, 2027, increase to \$5 per hour; \$40 per day];
2. Producer Fees:

Up to 5 minutes:	\$5.25
More than 5, up to 10:	\$9.25
More than 10, up to 25:	\$14.25
25 and over:	\$26.25
3. CND Radio newsfeed fee: \$3

(7) **Network Commercial Fees:**

Effective April 6, 2025 increase as follows:

<u>Program Length</u>	<u>Commercial Fee</u>
Up to 5 minutes:	\$5.25
More than 5, up to 10:	\$9.25
More than 10, up to 25:	\$17.25
25 and over:	\$26.25

(8) **Compensatory Days for Temporary Employees:**

Amend all supplements as follows:

Effective January 1, 2003, a Temporary Employee who has been “continuously employed” with the Company for a period of **one (1) year, shall receive one (1) paid compensatory day off during the course of the next calendar year.** **Temporary Employees who have been “continuously employed” with the Company for a period of** two (2) calendar years or more shall receive at least three (3) paid compensatory days off during the course of the next calendar year. Any paid time off that management has been providing to such Temporary Employee may be counted towards the three (3) days. After **four**

(4) ~~five (5)~~ consecutive years at two hundred (200) days worked or hundred (1,600)-hours worked or more, Temporary Employees shall receive five (5) compensatory days. In addition, up to five (5) compensatory days per year may be taken as sick days.

For purposes of this paragraph, “continuously employed” shall mean consecutive calendar years in which at least days or sixteen hundred (1,600) hours were worked. Once such a Temporary Employee qualifies for such compensatory days, he/she shall continue to receive such compensatory days in subsequent years, provided he/she meets the definition of “continuously employed.”

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

Example: If a Temporary Employee has been “continuously employed” as set forth above in each of the following two (2) calendar years 2001 and 2002 – then he/she shall begin to be eligible to take these three (3) compensatory days off in calendar year 2003.

(9) Parental Leave for Temporary Employees:

Amend all supplements as follows:

The Company shall provide Parental Leave (Maternity/Paternity Leave) in accordance with Company Policy to Temporary Employees who have been “continuously employed” with the Company for at least three (3) ~~five (5)~~ years. “Continuously employed” shall mean 200 days worked or sixteen hundred (1,600) hours worked in a calendar year.

(10) Severance for Temporary Employees:

Amend all supplements as follows:

Temporary Employees covered under this Agreement and its applicable supplements who have been ‘continuously employed’ (as defined below) for three (3) ~~five (5)~~ or more consecutive years, who are separated from employment for reasons other than cause, shall be entitled to severance pay based upon the chart below:

Years Continuously Employed*	Number of weeks of Severance Pay
<u>3</u> 4-5 6	8
<u>4-5</u> 6-7	9
<u>5-6</u> 7-8	10
<u>6-7</u> 8-9	12
<u>7-8</u>	<u>13</u>
<u>8-9</u> 9-10	<u>14</u>
<u>9</u> 10 -years or more	15

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

(11) Vacation

Amend Article V as follows:

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

<u>Staff Employees Hired</u>	<u>Amount of Vacation</u>
On or before March 31 of current year	1 week (after 3 months service) <u>2 weeks</u>
--After March 31 of current year	None <u>1 week (after 3 months service)</u>
On or before December 31 of preceding year	1 week (plus 1 additional week after 9 months service)
On or before June 30 of preceding year	2 weeks
On or before December 31 of fifth preceding year	3 weeks
On or before December 31 of fifteenth preceding year	4 weeks
On or before December 31 of twentieth preceding year	5 weeks

(12) Graphic Artists Vacation Selection:

Amend New York Graphic Artist Supplement Art. VI (A) as follows:

The “vacation season” shall be from January 1 to December 31, inclusive, of each year. Vacations shall be given at such time as the Company specifies; but the Company agrees to take into account preferences of the Employee affected whenever it can reasonably do so. In addition, it is agreed that vacation preference shall be applied on the basis of seniority, subject to the operating needs of the business.

For network graphics:

Vacation picks must be completed within seven (7) days of email notification to employees or the right to priority shall go to the employee next in seniority. Immediately following such employee’s selection, the more senior employee who

initially failed to make their selection in a timely manner shall have their priority restored before the next senior employee is considered.

Management shall respond to an employee's initial vacation picks within two (2) weeks.

For Comp Day requests Management will adhere to the following as a response time.

- **For 1–2 days off: Response within two (2) weeks**
- **For 3-or more consecutive days off: Response within one (1) month**

(13) Generative Artificial Intelligence:

Add a new Sideletter as follows:

(a) Definitions

CBS and the WGA acknowledge that definitions of generative artificial intelligence (“Gen AI”) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns, and may employ algorithmic methods and machine learning (e.g., ChatGPT, Llama, MidJourney, Dall-E). CBS and the WGA acknowledge that ‘Gen AI’ refers to a subset of machine learning that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A ‘Gen AI System’ is any machine-based system that uses Gen AI as a core function. The term ‘Gen AI’ is used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation. Gen AI does not include ‘traditional AI’ technologies such as those referenced in paragraph (b) below.

(b) Existing Technologies and Practices

CBS and the WGA acknowledge that the Company has historically used technologies and software applications, including without limitation so-called ‘traditional AI’ technologies programmed to perform specific functions (e.g., CGI, sound effects, graphics, closed captioning, cyber-security, data collection), and technologies such as those used during any stage of pre-visualization, pre-production, production, post-production, marketing and distribution and may continue to do so, consistent with the evolution of historical practices.

(c) New Gen AI Technologies and Practices

- (1) CBS and the WGA acknowledge the importance of human contributions in the production of work covered by this Agreement and the need to address the potential impact of the use of Gen AI Systems on employment under the Agreement. Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under this Agreement. Nothing herein alters the scope of coverage under this Agreement.

(2) Use of New Gen AI Technologies

- (i) CBS and the WGA acknowledge the Company's right to use new technologies involving Gen AI System(s) and the Company's obligation, upon the request of the Guild to negotiate over any impact of such use on bargaining unit employees as required by law. CBS may require employees to use any Gen AI System or the resulting output of such systems for use in connection with the performance of covered work.
- (ii) CBS shall give the Guild at least three (3) weeks' notice of its intent to use Gen AI Systems that will materially impact the employment of bargaining unit members covered by this Agreement.
- (iii) Employees may decline to have their byline, or otherwise decline to be credited, on content when Gen AI is used.
- (iv) Should an employee use Gen AI Systems in the performance of covered work, the employee will be required to adhere to CBS policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). In any event, CBS retains the right to require that an employee obtain consent from the Company before using Gen AI Systems, and CBS retains the right to reject the use of Gen AI Systems or any output from such use.
- (v) CBS shall indemnify the employee from liability resulting from any claims arising from the approved use of Gen AI Systems including the resulting output occurring in the performance of the employee's duties and within the scope of the employee's employment with CBS, subject to the conditions that:

(A) This subparagraph (iii) shall not apply in any instance in which the injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such employee or other failure to exercise due care in connection with the use of such Gen AI Systems;

(B) Employee is not in breach of the CBS' policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of Gen AI Systems to CBS and received authorization for such use of the Gen AI Systems;

(C) Where applicable, Employee has met CBS' News Standards in the performance of their duties giving rise to the claim;

(D) Immediately upon the employee and/or the Guild being informed of any claim or litigation, the employee and/or the Guild shall notify CBS thereof and give CBS full details of any claim or the institution of any action for which the employee seeks

indemnification under this subparagraph, including by delivering to CBS every demand, notice, summons, complaint or other process received; and

(E) The employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iii), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

(d) Semi-Annual Meetings

Given the changing Gen AI landscape, the parties are unable to forecast how the use of Gen AI Systems may materially impact the terms and conditions of employment of WGA-covered employees. To facilitate dialogue on this issue between the parties, at the Guild's request, the Company shall meet with the Guild semi-annually during the term of this Agreement to discuss and review information related to developments in Gen AI and emerging like technologies and also related to the Company's use and intended use of Gen AI which may materially impact the terms and conditions of employment of Guild covered employees, as well as the Company's policies on the use of Gen AI. The parties may also discuss training and workforce development programs. As CBS' current and future technology may be discussed at the meetings, to protect the Company's proprietary and confidential information, the participants shall be limited to a reasonable amount, and each shall sign a confidentiality agreement mutually agreed upon by CBS and the WGA.

(e) In the event the Company lays off a staff employee employed as of [date of ratification] as a direct result of the Company's use of Gen AI to generate news material for broadcast, the affected employee shall receive 1.5x severance due under Article XI of the Agreement. This provision will be in effect for the term of the 2025 – 2028 Agreement and will automatically expire on April 5, 2028.

(f) Enforcement and Dispute Resolution

Any disputes regarding the interpretation or application of this Sideletter shall be subject to the grievance and arbitration procedures outlined in Article XII of the Agreement. CBS and the WGA further acknowledge that all remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any Gen AI System or the resulting outputs.

(14) Separation Agreement for Discharge for Incompetence

Delete Exhibit A and modify Article X (E) as follows:

E. The Company shall have the right to discharge an Employee for incompetence. An Employee who has one year or more of service shall have the option of electing to sign a release, ~~attached as Exhibit A~~ **on a form designated by the Company**, in favor of the

Company and receive severance pay of two weeks per year of service in lieu of the severance pay provided in Article XI or electing to submit his/her discharge to arbitration under the provisions of Article XIII and receiving severance pay in accordance with Article XI. If the option is exercised, the termination shall be deemed a resignation by mutual consent.

(15) TV Stations Jurisdiction

Insert the following paragraph to each TV Stations Jurisdiction sideletter:

The current number of SAG-AFTRANs on the Employee pool list is frozen as of April 6, 2025, any new SAG-AFTRANs hired will not be added to the Employee pool list. It is understood any SAG-AFTRANs hired after April 6, 2025 will not be covered by the terms of this Sideletter. However, if a SAG-AFTRAN included on the Employee pool list as of April 6, 2025, separates from the Company, then the next newly hired SAG-AFTRAN will replace them on the list.

(16) Work on a 6th or 7th Day:

1. Amend all applicable Supplements as follows:

If a Newswriter is required by the Company to work on any day in excess of five (5) in any work week, he/she shall be credited with a minimum of ~~eight (8)~~ **four (4)** hours of time worked on such day, **but if the four(4)-hour call is extended, the minimum call shall be eight (8) hours.** and be compensated therefor at the rate of time and one half of his/her hourly rate of pay, computed on the basis of a five day week of eight (8) hours per day inclusive of meal period. 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.

2. Amend all applicable Supplements as follows:

If a Newswriter who is required to work on a scheduled day off is notified of such assignment less ~~than seventy-two (72)~~ **forty-eight (48)** hours prior to the starting time of the assignment, he/she will be paid a penalty of eighteen dollars (\$18.00), unless his/her assignment is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of ~~forty-eight (48)~~ **twenty-four (24)** hours before giving the Employee such notification.

(17) Change of Schedule Penalty:

Amend all applicable Supplements as follows:

An Employee who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for

the following day, will be paid a penalty of eleven dollars (\$11.00) unless the change is necessitated by the illness of another Newswriter or Editor, which the Company was not aware of **twenty-four (24)** ~~forty-eight (48)~~ hours before giving the Employee such notification.

(18) Temporary Employee Service Credit

Amend all applicable Supplements as follows:

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

1. For purposes of arbitrability of discharge -- include his/her employment as a Temporary Employee up to a maximum of nine months;
2. For purposes of layoff and recall -- ~~include only his/her employment as a Temporary Employee in the unit in which that Employee becomes a staff Employee;~~ **a Temporary Employee will receive service credit for his/her employment as a Temporary Employee as follows: six (6) months credit for each 100 days worked or eight hundred (800) hours worked in each year, and one (1) year of credit for** ~~in which the Temporary Employee accumulates two hundred twenty five (225) (200) days worked or eighteen hundred (1,800) sixteen hundred (1,600) hours worked.~~ **sixteen hundred (1,600) hours worked.** ~~provided those years are consecutive and contiguous to their employment as a Staff Employee.~~
3. For all other purposes -- ~~include his/her employment as a Temporary Employee~~ **a Temporary Employee will receive service credit for his/her employment as a Temporary Employee as follows: six (6) months credit for each 100 days worked or eight hundred (800) hours worked, in each year, and one (1) year credit for** ~~in which the Temporary Employee accumulates two hundred twenty five (225) (200) days worked or eighteen hundred (1,800) sixteen hundred (1,600) hours worked.~~ **sixteen hundred (1,600) hours worked.** ~~provided those years are consecutive and contiguous to their employment as a Staff Employee.~~

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

No Staff employee employed as of [date of ratification] shall have their service credit, seniority, or vacation reduced as a result of the foregoing.

(19) Cross-Utilization

As a result of the 2025 negotiations, the Parties agree that prior to the negotiations for a successor Agreement to the WGA-CBS News 24/7 Agreement, the 2025-2028 CBS-WGA National Agreement will be reopened for the limited purpose of negotiating the issue of cross-utilization of employees covered by the WGA-CBS News 24/7 Agreement performing work covered by the

CBS–WGA National Agreement. Such negotiations shall begin no later than four months prior to expiration of the WGA–CBS News 24/7 Agreement. Except for any new terms that may be agreed upon during the reopener negotiations, all terms and conditions of the CBS–WGA National Agreement shall remain in effect through the entirety of the 2025–2028 term, including but not limited to Article XII and Article XIV of the WGA National Agreement. The National Agreement shall not be modified unless agreed upon by CBS and the WGA.

(20) Housekeeping

Update CBS Benefit Plan Names: The Company will update the current Benefit Plan names during the drafting of the new Agreement.

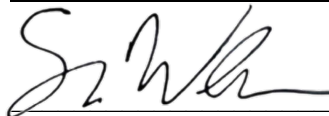
ACCEPTED AND AGREED:

CBS BROADCASTING INC.



Sheldon Kasdan
Executive Vice President

WRITERS GUILD OF AMERICA, EAST, INC.



Sam Wheeler
Executive Director

DATE:

April 23, 2025

April 4, 2025