

**CBS/WGA 2022 NEGOTIATIONS**  
**MEMORANDUM OF AGREEMENT**

**April 6, 2022**

**(subject to notice of ratification by 4p.m. (est.) Friday, May, 13, 2022)**

(1) **Term:**

April 6, 2022 through April 5, 2025.

(2) **Economic Increases:**

Wage scales:

April 3, 2022: 2% increase

April 2, 2023: 2.5% increase

April 7, 2024: 2.5% increase

Contract Writers and Producers at:

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

Temporary employee override:

April 3, 2022: 2.25% increase to twenty-two and three-fourths percent (122.75%)

April 2, 2023: 0.5% increase to twenty-three and one-quarter percent (123.25%)

April 7, 2024: 0.5% increase to twenty-three and three-fourths percent (123.75%)

Acting Editor Fee:

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

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

April 3, 2022: 0.5% increase to nine percent (9%)

April 2, 2023: 0.5% increase to nine and one-half percent (9.5%)

April 7, 2024: 0.75% increase to ten and one-quarter percent (10.25%)

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

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

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

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

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

(5) **Severance:**

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

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

(6) **Severance for Staff Employees:**

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

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

(7) **Severance for Temporary Employees:**

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

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

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

<b>Years Continuously Employed*</b>	<b>Number of weeks of Severance Pay</b>
5-6	8
6-7	9
7-8	10
8-9	12
9-10	13
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.

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

**(8) Network Radio Scope:**

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

**(9) Cancellation of Calls for Temporary Employees:**

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

**(10) Comp Days for Temporary Employees:**

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

**(11) Sick Time for Temporary Employees (Los Angeles):**

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

**(12) Parental Leave for Temporary Employees:**

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

(13) **Paramount + and Eye Learn:**

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

(14) **Diversity Committee (See Attached Sideletter):**

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

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

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

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

(15) **Juneteenth (June 19):**

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

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

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

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

(17) **Work From Home/Return to Office (See Attached Unpublished Sideletter):**

The Parties agreed to an Unpublished Sideletter regarding Work from Home/Return to Office. The Sideletter reads as follows:

“During the course of the negotiations for the successor agreement to the parties’ 2019-2022 National Agreement, the parties discussed in detail work from home assignments. The Guild detailed the reasons for its belief that technology has provided new and different ways that allow work to be performed from home, with benefits to employees such as reduced commuting expenses and work-life flexibility. The Company advised the Guild that, per Company Policy, should an employee believe their individual circumstances warrants a request to permit them to work from home, such employee may raise the issue with their manager and/or Human Resources for consideration in accordance with Company Policy. Employees who have questions regarding the Company’s decision on their work from home requests may contact the Guild. However, the decision of whether the employee shall be permitted to work from home shall solely rest with the Company.

All employees who are approved to work from home shall be subject to reimbursement of work expenses for working from home pursuant to Company policy and applicable law.”

**ACCEPTED AND AGREED:**

**CBS BROADCASTING INC.**

DocuSigned by:

*Sheldon Kasdan*

FEB0B9FA045C410...

Sheldon Kasdan  
Executive Vice President

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

DocuSigned by:

*Lowell Peterson*

EF54FD697DED43B...

Lowell Peterson  
Executive Director

**DATE:**

4/13/2022

5/13/2022

Attachments

**Addendum**  
**Discussion Items/Housekeeping Items**

- (1) **Hazard Pay:**  
The Parties agreed to negotiate Hazard Pay in the future, should the Guild request to.
- (2) **Newspath Hyphenates:**  
The Parties agree to discuss Hyphenates at Newspath once the Newspath plans are finalized.
- (3) **Network Promo Apprenticeship Program:**  
The Parties agreed to discuss an Apprenticeship program at Network Promo.
- (4) **Housekeeping Items:**
  - a) **Seniority List Sideletters:** The Parties will update the Seniority Lists during the drafting of the new Agreement.
  - b) **Update CBS Benefit Plan Names:** The Company will update the current Benefit Plan names during the drafting of the new Agreement.
  - c) **Comp Day Expiration:** The Parties agree to add the Comp Day expiration language that was agreed to during the 2016 negotiations to the new Agreement.

**Certificate Of Completion**

Envelope Id: E2759BBB3D7745F1807E5CD3AD509422

Status: Completed

Subject: Please DocuSign: CBS-WGA 2022 Negotiations - MOA (2022-4-13)(f).pdf

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Karen Deming

AutoNav: Enabled

4024 Radford Avenue

Enveloped Stamping: Disabled

Studio City, CA 91604

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

karen.deming@cbs.com

IP Address: 170.20.96.5

**Record Tracking**

Status: Original

Holder: Karen Deming

Location: DocuSign

4/13/2022 10:26:48 AM

karen.deming@cbs.com

**Signer Events**

Sheldon Kasdan

Sheldon.kasdan@cbs.com

EVP Labor Relations

Corporate Human Resources

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:  
  
 FEB0B9FA945C410...

Signature Adoption: Pre-selected Style

Signed by link sent to Sheldon.kasdan@cbs.com

Using IP Address: 129.228.213.102

**Timestamp**

Sent: 4/13/2022 10:28:59 AM

Viewed: 4/13/2022 10:36:44 AM

Signed: 4/13/2022 10:37:00 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/13/2022 10:28:59 AM

Certified Delivered

Security Checked

4/13/2022 10:36:44 AM

Signing Complete

Security Checked

4/13/2022 10:37:00 AM

Completed

Security Checked

4/13/2022 10:37:00 AM

**Payment Events****Status****Timestamps**

**Certificate Of Completion**

Envelope Id: 452125923D224007BCE010C43CC97A22	Status: Completed
Subject: Please_DocuSign_CBS-WGA_2022_Negotiations_-_pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Karen Deming
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	4024 Radford Avenue
	Studio City, CA 91604
	karen.deming@cbs.com
	IP Address: 170.20.96.5


**Record Tracking**

Status: Original	Holder: Karen Deming	Location: DocuSign
4/13/2022 10:45:36 AM	karen.deming@cbs.com	

**Signer Events**

Lowell Peterson  
 lpeterson@wgaeast.org  
 Executive Director  
 Writers Guild of America, East  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 EF51FD697DED43B...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to lpeterson@wgaeast.org  
 Using IP Address: 96.232.88.124

**Timestamp**

Sent: 4/13/2022 10:48:16 AM  
 Viewed: 5/13/2022 7:17:55 AM  
 Signed: 5/13/2022 7:18:16 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/13/2022 7:17:55 AM  
 ID: 74b54bee-1125-4343-90ea-81fa22d6c44c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2022 10:48:16 AM
Certified Delivered	Security Checked	5/13/2022 7:17:55 AM
Signing Complete	Security Checked	5/13/2022 7:18:16 AM
Completed	Security Checked	5/13/2022 7:18:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, ViacomCBS Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact ViacomCBS Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tracy.walker@viacomcbs.com](mailto:tracy.walker@viacomcbs.com)

### **To advise ViacomCBS Corporation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tracy.walker@viacomcbs.com](mailto:tracy.walker@viacomcbs.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from ViacomCBS Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tracy.walker@viacomcbs.com](mailto:tracy.walker@viacomcbs.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with ViacomCBS Corporation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tracy.walker@viacomcbs.com](mailto:tracy.walker@viacomcbs.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ViacomCBS Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ViacomCBS Corporation during the course of your relationship with ViacomCBS Corporation.