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**AGREEMENT BETWEEN**  
**CBS BROADCASTING INC.**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL**  
**WORKERS**

**May 1, 2022 – April 30, 2025**

CBS/IBEW National Agreement

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Made and entered into this 11<sup>th</sup> day of April, 2022, by and between CBS BROADCASTING INC., a New York corporation having its principal offices at 51 West 52 Street, New York, New York (hereinafter called "CBS," "Employer" or "Company"), party of the first part, and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an unincorporated labor organization, having its principal office at 900 Seventh Street, N.W., Washington, D.C. 20001 (hereinafter called the "IBEW" or the "Union"), party of the second part, for and in behalf of Local Unions No. 45 of Los Angeles, California; No. 1212 of New York, New York; No. 1220 of Chicago, Illinois; and No. 1200 of Washington, D.C., and all such broadcast engineering personnel whose work is hereinafter defined in Section 1.03 (all of whom are herein called "Technicians"), now or hereafter employed by CBS, its successors or assigns at Stations WCBS-TV, KCBS/KCAL-TV, WBBM-TV, and Washington facilities. This Agreement shall also be binding upon anyone leasing or purchasing from CBS the entire operation of any of the above stations.

Nothing in this Agreement shall be construed as limiting the right of CBS to lease studio space and equipment to other companies, provided that no such lease will be entered into for the purpose of evading any obligation under this Agreement.

This Agreement does not cover or apply to any employees or operations of any division or subsidiary presently existing or that may be created in the future to engage in a business unrelated to broadcasting.

WITNESSETH, that in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

#### BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the radio and television broadcasting business. Both parties recognize the benefits to be realized from harmonious relations between them and the advantage of peaceful and common sense adjustment of any difference. Furthermore, both parties recognize that radio and television are developing arts and that the joint interests of the Employer and the Union as representatives of Technicians covered by this Agreement require the fullest cooperation between the parties in order that the parties may maintain and improve their positions in the industry. To this end the parties will continue to discuss subjects of mutual concern or interest at the Semi-Annual Consultations provided for in Section 2.05, hereof.

Every effort will be made to settle all disputes and controversies amicably and without recourse to arbitration. Accordingly, the Union and the Employer shall immediately bring to the attention of each other all matters which may require adjustment and shall also acquaint each other with all problems which may arise which are of mutual interest.

## ARTICLE I

### Section 1.01 – Term.

Section 1.01(a) This Agreement shall be in effect for the period from May 1, 2022, to and including April 30, 2025, and from year to year thereafter unless or until terminated as set forth below.

Section 1.01(b) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to April 30, 2025, or April 30 any subsequent year. Whenever notice is given by either party of proposed changes, the exact nature of the changes desired must be stated in the notice and the parties will promptly enter into negotiations thereof. In the event that as a result of such negotiations this Agreement has not been renewed, modified or extended by the date on which it would otherwise have terminated as a result of such notice, status quo conditions shall continue until either party gives the other written notice terminating such conditions.

Section 1.01(c) Any changes, supplements or amendments made during the term of this Agreement must be reduced to writing, signed by the parties locally and approved by the International President of the IBEW, and then shall become a part of this Agreement.

Section 1.01(d) This Agreement shall supersede any and all Agreements which have been entered into by the parties prior to the date of execution of this Agreement.

### Section 1.02 – Recognition and Scope.

Section 1.02(a) The Employer recognizes the right of Technicians covered by this Agreement to self-organization and to bargain collectively through representatives of their own choosing and, accordingly, hereby recognizes the IBEW as the sole and exclusive bargaining agent for all Technicians.

Section 1.02(b) This Agreement covers employment by CBS (including any Division or wholly-owned subsidiary) involving any of the work specified in Section 1.03 hereof when done in connection with the production and/or recording of material for broadcast, theatre, or pay television, film-tape or tape-film transfer or standard conversion or recording processes in connection with broadcasting and those types of closed-circuit upon which Technicians have been or are now performing services. In no event shall anything contained in this paragraph be construed as adversely affecting any work currently being performed by Technicians under this Agreement.

### Section 1.03 – Work Jurisdiction.

The work covered by this Agreement shall include all of the following work:

- (i) at any of the CBS stations and/or facilities listed in the opening paragraph of this Agreement, or

- (ii) on CBS programs (as hereinafter defined) within the territorial limits specified in Section 1.04 hereof.

Section 1.03(a) Except as otherwise provided in this Agreement, in connection with the installation (except such new construction work as is within the jurisdiction of the IBEW and as may be determined by mutual agreements with other local unions, or failing such agreement, by the International Office of the IBEW to be under the jurisdiction of some other of its local unions), operation, maintenance and repair of radio broadcast, television, sound effects, facsimile and audio equipment and apparatus by means of which electricity is applied in the transmission, transference, production or reproduction of voice, sound and/or vision with and/or without ethereal aid, including all operation and maintenance connected with flying spot scanners, motion picture projectors (subject to the exceptions hereinafter stated) and all types of recording on disc, wire, video tape, audio tape, kinescope or television recording and/or any other means of recording which may supplant, substitute for or augment the foregoing.

As technology has advanced, the description of the physical properties of electrical representation of the original visual and aural scenes has evolved (i.e., analog has become digital and digital has several permutations such as HSDI, NDI or IP). Unless otherwise specified, the continued evolution of such terms applicable to the work covered by the technologies and workflow processes described herein shall not affect the jurisdiction set forth in Sections 1.03(a) or 1.03(b).

On those remotes where the lighting work is done by Technicians and no Lighting Director is present, CBS will assign or upgrade a Technician to an Assistant Supervisor who shall work with the group, including any work involved in setting up and/or operating the field lighting equipment.

The Employer will not enter into any contracts or agreements altering jurisdiction over the disputed areas of remote lighting in New York City, or take any other action changing the status quo, until the unions involved have had full opportunity to work out this problem to the mutual satisfaction of all parties. This paragraph is not applicable to the work jurisdiction of Lighting Directors.

Within Los Angeles County, lighting in its various phases for CBS may be done by employees under another collective bargaining agreement covering such work. However, in emergencies CBS may exercise its option to assign such work to Technicians. With respect to lighting work outside Los Angeles County, where exclusive jurisdiction as per past practice has been granted to a specific union, CBS will make work assignments accordingly. Notwithstanding, lighting for programs regularly produced in CBS studios or on CBS premises in Los Angeles County and which are occasionally produced in remote locations outside Los Angeles County may be assigned to employees other than Technicians.

All other lighting work in its various phases for telecasting, outside Los Angeles County, will be performed by Technicians. Nothing herein shall be applicable to the work jurisdiction of Lighting Directors.



Except as otherwise provided, lighting work in the studios and on remotes within a radius of fifty (50) miles of the Company's main studios in Washington, D.C. shall be done by Technicians. This shall not be construed as interfering with the assignment of a New York Lighting Director where CBS elects to make such assignment.

Section 1.03(b) Recording operations shall include recording, rerecording, duplicating and playback by means of the following: disc, wire, tape, audio tape recorders, video tape recorders, wire recorders, disc recorders and all types of playback mechanisms including turntables, wire and video and/or audio tape playback equipment, kinescope recorders and any combination of electronic cameras and motion picture cameras, such as "slave cameras," "gemini process" and any similar combination camera operation (including the loading of film for such). Motion picture projection machines and slide projectors and any other apparatus which is used to transmit, transfer or record light or sound for immediate or eventual conversion into electric energy, and/or all recording operations, including the cutting, editing and splicing of video and audio tape performed by the Employer, shall be within the scope of this Agreement and such work shall be performed only by Technicians, unless otherwise provided herein.

The work of shooting motion picture film, including the recording of the sound track for such film, the lighting for such shooting, is not included within the Work Jurisdiction of this Agreement.

In Chicago the operation of turntables (with the exclusion of mixing and fading operations) for playback purposes shall be excluded from the foregoing and all sound effects operations shall also be excluded.

Nothing contained in this Section shall be deemed to apply, on an exclusive basis, to the playback of recordings or the viewing of film when such playback or viewing is performed in non-technical areas and is done for purposes of audition, determination and judgment of program content (but not technical quality), sales, promotion, audience testing, and similar purposes where not in connection with rehearsal or broadcast.

The dubbing of commercials and programs for broadcast origination to a media server at broadcast facility transfer stations remains the exclusive jurisdiction of Technicians.

The degaussing, refurbishing and evaluation of videotape is exclusive if performed in-house at the network, non-exclusive if performed in-house at CTS, but in either case may be subcontracted. In-house network degaussing, refurbishing and evaluation of videotape may be assigned to Technicians hired at the rates provided for in Section 3.09 and Sideletter 14.

Except in the Washington jurisdiction, nothing herein shall apply to the work of operating motion picture projectors and/or slide projectors in the operation known in the industry as "front and rear screen projection."

Section 1.03(b)(1)(A) Notwithstanding any other provision of this Agreement to the contrary, individuals working alone or with others may operate portable professional or home-type electronic cameras outside of studios under the following types of circumstances:

- (i) the assignment is an undercover assignment, or one which requires the use of a hidden camera; or
- (ii) there is limited access to the event; or
- (iii) the assignment involves coverage of a sensitive or private event; or
- (iv) the event itself or the person(s) involved in the event requires that secrecy be maintained or sources protected.

It is understood that the individual assigned to operate the camera under the circumstances listed above must be an individual who has significant responsibility for the particular assignment, project or material. It is also understood that in some of these circumstances, it may well be determined by the Company that a Technician is the most appropriate individual to perform a combined assignment. In such situations, the Technician would be regarded as a hyphenate pursuant to Sideletter 13. The assignments described in this Section generally would occur in news or sports.

Section 1.03(b)(1)(B) It is understood that where an individual is permitted to operate an electronic camera pursuant to 1.03(b)(1)(A) or 1.03(b)(1)(C)-(D), that individual may also operate equipment related to the assignment, such as a video tape recorder or edit equipment, and, when there is an urgency element or time is a factor, transmission equipment for transmitting the material to the facility for recording at the facility or for live on-air use.

Section 1.03(b)(1)(C) It is understood that others than Technicians may operate technical equipment in a helicopter or in a blimp, provided:

- (i) the individual operating the equipment is employed by the operator of the helicopter/blimp or by a company which utilizes the services of the helicopter/blimp or is employed by the Company in an on-air capacity and such employee is in the helicopter/blimp for the purpose of reporting.
- (ii) the Company pays (in cash or barter) the service at least an amount equal to the pro rata hourly rate a per diem would be paid, including the twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] contribution to the Entertainment Industry Benefit Plans provided in Sideletter 14.

Section 1.03(b)(1)(D) It is understood that others than Technicians may operate remote control cameras located outside the facilities and CND news bureaus covered by this agreement, provided:

- (i) the remote control cameras are installed where Technicians are not permanently assigned and are used for the purpose of showing breaking news, traffic and/or weather stories; or

- (ii) the person is in an on-air capacity and is operating the remote control cameras for the purpose of reporting; or
- (iii) the remote control cameras (but no more than three (3) at any one time for any one (1) venue) are specialized and are either rented or leased by the Company on a temporary basis to supplement coverage and the leasing or renting entity requires manpower with such cameras; temporary basis being defined as a period not to exceed twenty (20) days, extendable only when the story or event for which the remote control cameras were rented or leased continues for reasons beyond the Company's control.

It is understood that the above cited remote control cameras may be owned, installed, and/or maintained by specialized equipment companies or services but may only be operated by them under one (1) or more of the above cited conditions.

It is further understood that when the output of these remote control cameras is used on air, it shall be taken to air by a Technician.

Section 1.03(b)(1)(E) With respect to non-linear field editing, in addition to the circumstances permitted in Sideletter 31, Reporters working with a Technician may edit material (for the stories they are covering) in a satellite or microwave truck.

It is further understood that these portable edit devices shall not be used by the correspondent/reporter to record video and audio from external sources or to feed video or audio. It is not the Company's intent to replace Technicians who presently perform such work in the field with reporters and correspondents, and training on this equipment will be provided to field Technicians and Technicians who edit.

Section 1.03(b)(1)(F) Except as otherwise provided, Technicians retain exclusive jurisdiction over the work of operating electronic cameras when shooting material for CBS. Nevertheless, with respect to the use of small prosumer-type cameras (for purposes of this section "prosumer-type cameras" shall mean those cameras that do not have all three of the following characteristics: two thirds inch sensor or larger, interchangeable lenses, and XLR connectors for audio; but does not include consumer devices like cell phones or pdas with built in cameras) it is understood that Producers (including for purposes of this section Field Producers, Segment Producers, or Network Associate Producers), Reporters or Correspondents who have editorial responsibility for the particular assignment, project or material being shot, working alone or with others, may operate prosumer-type cameras outside of studios subject to the limitations set forth below. Use of such cameras by such Producers, Reporters or Correspondents shall not be their overall primary function. Anyone whose sole responsibility is to operate cameras must be a Technician. No one shall be upgraded on a temporary basis for the sole purpose of shooting. It is understood that where an individual is permitted to operate an electronic camera pursuant to this section, that individual may also operate equipment related to the assignment, such as a video recorder, edit equipment and/or transmission equipment for transmitting the material to the facility for recording, live broadcast or live to record (subject to the restrictions set forth below) at the facility. Reporters working with a Technician may use a

router or switcher to switch between sources in a mobile news unit (or Weather Lab) while on or off the air.

Cell phones, PDAs, tablets and other consumer devices such as, but not limited to, iPhones, iPads, Androids, etc., that have built-in cameras are non-exclusive and can be operated by anyone for recording, playing back, editing or streaming live audio/video as long as the event is unscheduled (e.g. weather, extraordinary events, natural disasters, airplane crashes, train derailments, etc.). Such material shall not count for purposes of the ratio set forth below. Such material, in an individual story, shall not be originated beyond a 24-hour broadcast cycle for CND or the end of the broadcast day for CTS except when Technician(s) have been assigned. If the material is originated beyond the broadcast cycle/day by a Producer, Reporter or Correspondent, it shall be considered a scheduled event.

For scheduled events, such devices mentioned above may be assigned to Producers, Reporters or Correspondents with the following limitations: if any of the above devices are used with any external peripherals; or, if more than twenty (20) seconds of material is used on-air, the material will be counted towards the ratio.

It is understood that it may well be determined by the Company that a Technician is the most appropriate individual to perform the assignment because of the Technician's superior skills and abilities or availability.

Non Technicians may not be used to photograph any Presidential trips or Presidential events unless a Technician is assigned to photograph the trip or event.

A Producer (including for purposes of this section Field Producers, Segment Producers, or Network Associate Producers), Reporter or Correspondent who has editorial responsibility for the particular assignment, project or material being shot and works on an assignment which has a Technician assigned may use a prosumer-type camera(s) without any additional limitations, other than those listed in the preceding paragraphs.

For CND, the number of Producers (including for purposes of this section Field Producers, Segment Producers, or Network Associate Producers), Reporters or Correspondents who may be assigned to operate prosumer-type cameras on a daily basis shall be limited to the equivalent of the total number of staff/4.03(g) IBEW-represented photographers divided by 2.5 (i.e., a ratio of 2.5 to 1 per day). Ratio figures will be rounded to the nearest whole number. Thirty-three percent (33%) of non-technicians shall be permitted to transmit live on a daily basis.

Inside the Washington, D.C. Beltway, no more than one prosumer-type camera operator may transmit live per day. Non-IBEW technicians may not transmit live or feed live to record within the Beltway at a list of pre-wired locations ("sacred sites"). (See Exhibit TD).

For CND, during Presidential election years, the IBEW shall grant a waiver allowing embedded Producers on campaigns to feed live to record unrestricted for a period commencing on the Labor Day prior to the first Caucus/Primary through the conclusion of the second party convention.

For each Station, the number of Producers (including for purposes of this section Field Producers, Segment Producers, or Network Associate Producers), Reporters or Correspondents who may be assigned to operate prosumer-type cameras on a daily basis shall be the equivalent of the total number of staff/4.03(g) IBEW-represented photographers at said Station divided by 3 (i.e., a ratio of 3 to 1 per day). Ratio figures will be rounded to the nearest whole number. The total number of non-technicians that each Station may utilize will be counted on a weekly basis (i.e., a ratio of 3 to 1 per day, pooled weekly).

For CTS, the ability for a Producer and Reporter working together to transmit live shall be limited to one (1) assignment per day outside a one hundred (100) mile radius of the station. "Assignment" for purpose of this provision shall mean coverage of one subject in the same broadcast day, i.e., a reporter and/or producer at spring training live at 4pm, 5pm and 11pm constitutes one assignment. Community-based neighborhood reporters may transmit live regardless of location.

The Company agrees that no Technician will be laid off as a direct result of the use of this Section.

This Section does not restrict the Company's rights concerning the use of cameras that may be provided for elsewhere in this Agreement.

The grievance, arbitration and ICAP provisions of this Agreement shall apply to this section and the ICAP Panel and arbitrator are specifically authorized to award appropriate remedies to curtail violations of this section.

Procedures will be established in concert with the IBEW at each location to monitor enforcement of this provision.

Section 1.03(c) The work covered by this Agreement does not include the operation of effect projectors used to supplant, substitute for or augment scenery only, on live sets.

Section 1.03(d) Any electronic or electrical device or devices mounted on or attached to equipment operated by Technicians and/or operated from the control room shall be set up and/or operated by Technicians, with the exception of the device known as "Teleprompter" and other similar prompting devices which Technicians shall attach to and remove from camera dollies and/or tripods but (when operated from the "floor") may be operated by persons other than Technicians. Where CBS operates any such electronic or electrical devices with its own employees and such device is mounted on or attached to equipment operated by Technicians, or is operated from the control room, such device shall be set up and/or operated by Technicians. Nothing in this sub-Section shall be construed to apply to the operation of any device the purpose of which is to operate lights, lighting equipment and/or special visual effects (but distinguished from electronic camera chain effects), or to cue any such operations. However, this exclusion shall not apply where any such device is mounted on or attached to technical equipment which is operated by Technicians.

With reference to the use of computers which generate for display prompting information on programs, Technicians, performers and/or other persons who have editorial or producing responsibility for the programs or segments may operate the speed control of the prompting equipment through a computer. The persons described above may operate prompting equipment from the studio floor, the control room and/or the newsroom.

Section 1.03(e) The work of editing, cutting and/or splicing motion picture film in New York City is included in the jurisdiction covered by this Agreement, subject only to the provisions of Sideletter 6.

At Chicago, the work of editing, cutting and/or splicing motion picture film, including magnetic tape used as a substitute for the sound track of motion picture film and the operation of motion picture projectors for the purpose of screening film for the editing and cutting of such film, is not included within the jurisdiction covered by this Agreement.

At Los Angeles, the work of editing, cutting and/or splicing motion picture film, including cutting and editing magnetic tape used in conjunction with or as a substitute for motion picture film (in accord with the National Labor Relations Board certification in Case 97 NLRB No. 81) and the operation of motion picture projectors for the purpose of screening film for the editing and cutting of such film, is not included within the jurisdiction covered by this Agreement.

Section 1.03(f) Where power generating equipment for electric power purposes is operated by CBS employees in connection with remote broadcasts, field operations, or transmitter operations, such operation shall be performed by Technicians covered by this Agreement, except that others than Technicians may operate small, portable power generating equipment (10kW or less) for electric power purposes in connection with remote broadcasts, field operations, or transmitter operations.

Section 1.03(g) All working drawings, technical drawings and/or mechanical design drawings made for TV Technical Operations, except such drawings made in the Engineering and Development Department, shall be made by Technicians whose assignments to the work are made on a daily basis and who may be assigned to other duties during the same day. Such drafting assignments and other duties will not be simultaneously performed.

The provision of this sub-Section shall not apply to sketches, rough preliminary drawings or architectural drawings (or any copies made by a duplicating process); such work may be performed by other persons.

Section 1.03(h) The construction, assembly, wiring and installation of electronic equipment or components developed by CBS for use in its radio or television broadcasting operations (work heretofore performed by the Technical Operations Construction Shop and more recently by the Engineering Services Section in New York City) shall be performed by Technicians covered by this Agreement. Nothing herein shall be construed as limiting the right of CBS to purchase any item or items of equipment, which may include one or more specific components, or a complete technical system or facility, that may be designed, constructed,

manufactured, assembled, wired and/or modified, whether or not such item or items of equipment are available to purchasers other than CBS.

Section 1.03(i)            Inputting data (instructions and/or information) into devices or equipment which contain computers as an integral part (which devices or equipment are, for purposes of this paragraph, referred to as “technical devices”) and which perform any of the specific functions included in the work jurisdiction section of 1.03, is within the exclusive jurisdiction of Technicians when the data are inputted directly into that equipment through an input device which is physically part of such equipment. When data are derived from another computer which is not an integral part of technical devices and into which data are normally inputted by others than Technicians, such inputting is not within the jurisdiction of Technicians.

Although maintenance of computers is not within the jurisdiction of Technicians, the maintenance of technical devices which have computers as an integral part and which perform any of the specific functions included in the work jurisdiction section of 1.03 shall be performed by Technicians, except for non-linear edit devices, media servers, and as otherwise provided or as recognized by past practice.

The Employer recognizes that the maintenance of technical devices which have computers as an integral part and which perform any of the specific functions included in the work jurisdiction section of 1.03 may require training in new skills and agrees to provide reasonable training for its Technicians, with the intent that all maintenance work will be exclusively performed by Technicians at the earliest possible time, except as otherwise provided in this Agreement or as recognized by past practice.

Section 1.03(j)            The installation, operation, maintenance and repair of single purpose, stand alone (by design) keyboard or other input devices associated with electronic graphics composition systems such as, but not limited to, electronic character generators, electronic freehand display devices, electronic still storage devices or electronic combination devices, is within the jurisdiction of Technicians pursuant to this Section 1.03, subject to subsection (i) and the following exceptions.

With respect to single purpose, stand alone (by design) electronic graphics composition systems such as, but not limited to, electronic character generators, electronic freehand display devices, electronic still storage devices or electronic combination devices, other than Technicians may operate the input device or devices (such as the keyboard, associated probe, pen, camera or brush which is utilized to produce or record, save or store graphic effects) when under the conditions below:

An individual creating, composing, producing or modifying graphic or scenic displays or effects on air, or for broadcast at a later time, or for storage may utilize such input device or devices and such operating controls associated with such input devices (but not set up (except for adjustments for creative control) or maintenance controls) directly related to such creation, composition, production, modification, storage, recall, activation and regulation of graphic or scenic displays or effects or animation provided:

Section 1.03(j)(a) the type of individual assigned possesses unique talents, skills or knowledge of the subject matter and such talents, skills or knowledge are directly related to the production, composition, creation, or modification of the graphic or scenic displays or effects or animation; or,

Section 1.03(j)(b) the type of individual has been historically responsible for the creation of a similar type of product or effect by other than electronic means.

Section 1.03(k) Nothing contained in Section 1.03(j) is intended to restrict other than Technicians in non-technical areas from using keyboards or other input devices which are operable in the recall mode only for viewing material contained in any of the type of equipment set forth in Section 1.03(j) for the purposes of cataloging, information or research.

Section 1.03(l)1 Within the territorial limits specified in Section 1.04 hereof, only Technicians, except as provided for and as recognized by past practice, shall perform any of the work specified herein including the handling and distribution of technical equipment and driving of Technical Operations Department vehicles and/or loading and/or unloading technical equipment.

Section 1.03(l)2 Notwithstanding the above, persons assigned to news coverage may handle, distribute, load or unload technical equipment outside the facilities listed in the opening paragraph of this Agreement and may also drive all news vehicles on assignments, except that only Technicians shall drive ENG microwave vans with permanently installed microwave antennas and masts. However, the Company may allow another individual to drive such an ENG microwave van in connection with a news assignment when it is mutually convenient for the Company and the Technician (or an ENG Supervisor).

Only Technicians shall drive large mobile units and associated large equipment vehicles and shall load or unload technical equipment into or from such large mobile units and associated large equipment vehicles.

Anyone may drive any technical vehicle, except large mobile units and associated large equipment vehicles, for non-technical reasons.

Section 1.03(m) Where radio sets, televisions sets, cameras, dollies and similar items of equipment are used on a set, on camera, solely as props and not as operating equipment, the placing and handling of such equipment is not within the work jurisdiction. On a non-exclusive basis, on-air talent may reposition (but not connect or disconnect) monitors whether in use or not.

Section 1.03(n) Where as an integral part of a television program a performer is required to push a button, start a turntable, place a needle on a record, or in any other incidental way, touch or handle a piece of equipment on camera, as part of the performance, such action is not to be construed as operation of equipment within the meaning of the work jurisdiction under this Section 1.03. Further, on-air talent may attach their own microphone(s) and earpieces in all



locations and, in robotic or remotely controlled studios, or when an unmanned camera is used, may assist guests in attaching their microphone(s) and earpieces.

Section 1.03(o) Where a Producer, Director, or person of similar importance is required to exercise independent judgment to activate an audio sound effect as an integral part of a television program, such activation shall not be construed as operation of equipment within the meaning of Section 1.03. Where a Producer, Director or person of similar importance to the television program is required to exercise independent judgment to “bleep” for censorship, such bleeping shall not be construed as operation of equipment within Section 1.03.

Section 1.03(p) Where a prop, such as an adding machine, a typewriter, or a clock is on camera and has a sound integrated with its normal working, the operation of such a prop is not within the work jurisdiction. Where the normal sound associated with the prop is in any way changed to create a special sound effect, the operation shall be regarded as a sound effects operation within the jurisdiction of this Agreement.

Section 1.03(q) Nothing herein shall prevent an announcer from recording his/her track on the tapeless recording system located with the Broadcast Origination Center in New York.

Section 1.03(r)(1) Notwithstanding any provisions of this Agreement to the contrary, Technicians employed in the studios of the radio facilities covered hereunder shall only have exclusive jurisdiction over installation, repair and maintenance of technical equipment within such studios (unless such work is performed by others than Technicians pursuant to Section 1.03(h), or pursuant to past practice).

Section 1.03(r)(2) All other radio functions covered by Section 1.03 of this Agreement at the respective radio facilities may be assigned at the discretion of CBS, and on a non-exclusive basis, to Technicians or to others who perform said functions.

Section 1.03(r)(3) Technicians may also be assigned other work related to the preparation and airing of broadcast material, which has traditionally not been heretofore performed by Technicians, at the discretion of CBS, on a non-exclusive basis, consistent with the individual’s skill and ability. No Technician assigned to such work shall be penalized or disciplined if, after making a good faith effort to perform such work, such Technician is unable to perform the work to a satisfactory standard of quality. In appropriate circumstances, the provisions of paragraph 3(c) and (d) of Sideletter 13 shall apply.

Section 1.03(r)(4) Notwithstanding any other provisions to the contrary in this Agreement, CBS Technicians covered by this Agreement may be assigned to perform technical duties for other or CBS television stations to the extent permitted under any applicable collective bargaining agreement that may exist at such station covering such work. When CBS Technicians covered by this Agreement are assigned to perform technical duties for such television stations that are permitted under any applicable collective bargaining agreement, such CBS Technicians shall be compensated at no less than the applicable rate in such Agreement that a bargaining unit employee at the Station would have to be paid for performing such work, or the

rate provided for in this Agreement, whichever is higher. Such upgrades shall be paid for all time actually spent that day in the performance of such work covered by another collective bargaining agreement, calculated on a quarter (1/4) hour basis.

Section 1.03(r)(5) The provisions set forth in this Section 1.03(r) result from a waiver of jurisdiction by the Union and are conditioned upon the following:

- (i) The number of Technicians to be maintained at the respective radio facilities for the entire term of this Agreement shall not be less than that set forth below:

Radio Network at New York                      4

- (ii) The Company may employ staff or 4.03(g) Technicians to satisfy the requirements of Paragraph (i) above.
- (iii) It is understood and agreed that when Technicians assigned to Central Control for the Radio Network at New York terminate their employment for any reason, such Technicians may be replaced by employees other than Technicians.

Section 1.03(s) The operation of portable audio transmitting and receiving equipment of the “walkie-talkie” type may be performed without services of a Technician.

Section 1.03(t) It is understood that the listing of specific items of Trade Jurisdiction in all the sub-Sections of this Section is not intended to limit the scope of coverage of the general provisions in this Section establishing the Trade Jurisdiction of the work covered by this Agreement.

Section 1.04 – Territorial Jurisdiction.

Exclusive jurisdiction over the work which is described as exclusive to Technicians in Section 1.03 applies within the continental United States, excluding Alaska:

Section 1.04(1) Work performed at any of the stations and/or facilities listed in the opening paragraph of this Agreement.

Section 1.04(2) Work at the point of origin of all CBS programs (as hereinafter defined in sub-section (8)), for television except:

Section 1.04(2)(a) Live TV programs co-produced (jointly arranged and produced) with a station owned by CBS and not covered by this Agreement or regularly affiliated with CBS under the terms of a written affiliation agreement and originating at a point not more than fifty-five (55) miles outside the limits of the city in which the main studio of the CBS-affiliated station is located, where the affiliate employs Technicians under the terms of a collective bargaining agreement with any IBEW local union (provided that any television affiliate within fifty-five (55) miles of one of the television facilities listed in the opening paragraph in this

agreement shall be considered as if it does not employ Technicians under such a collective bargaining agreement), and not more than twenty-five (25) miles otherwise,

Section 1.04(2)(b) TV programs produced jointly with other networks, program services or local stations, for news, special events, or on a public event basis,

Section 1.04(2)(c) TV programs originating in the studios of any TV station owned by CBS and not covered by this Agreement or regularly affiliated with CBS under the terms of a written affiliation agreement,

Section 1.04(2)(d) Remote pickups originating within fifty-five (55) miles of the main studios of a TV station owned by CBS and not covered by this Agreement (except that for an owned station in Baltimore a radius of fifty-five (55) miles to inscribe a northern hemisphere and a radius of fifteen (15) miles to inscribe a southern hemisphere) or regularly affiliated with CBS under the terms of a written affiliation agreement where such station employs Technicians under the terms of a collective bargaining agreement with any IBEW local union, provided that any television affiliate within fifty-five (55) miles of one of the television facilities listed in the opening paragraph in this Agreement shall be considered as if it does not employ Technicians under such a collective bargaining agreement, and not more than twenty-five (25) miles otherwise; for a Washington, D.C. affiliate no mileage exception shall apply but its main studio facilities may be utilized for any purpose and its news remove vehicles may be used for transmission purposes only.

Section 1.04(2)(e) CND, CSD and/or CTS may request ENG shooting and recording of any news or sports/news material by employees of a TV station owned by CBS and not covered by this Agreement, or regularly affiliated with CBS under terms of a written affiliation agreement, so long as the work is done within a radius of fifteen (15) miles of the station's main studios.

CND and CSD will only exercise this right outside a one hundred fifty (150) mile radius from New York, Washington, D.C., Miami, Chicago, Dallas, and Los Angeles.

CTS will not exercise this right within a seventy-five (75) mile radius of its covered stations in New York, Chicago, and Los Angeles. Further, between a radius of seventy-five (75) miles and a radius of one hundred fifty (150) miles of each such station, CTS will assign Technicians covered under this agreement to no fewer than fifty percent (50%) of the ENG assignments.

Section 1.04(3) For the purposes of this Section 1.04, mileages shall be determined from Civil Aeronautics Sectional Maps of the section involved.

Section 1.04(4) It is understood and agreed that TV programs originating outside the Continental United States need not be handled by a Technician.

Section 1.04(5) In no event shall CBS refuse to assign a Technician or Technicians in any case where CBS is obligated by the terms of this Agreement to assign a Technician,

because of any claim made by any other party to the operation of any technical equipment in any particular area.

Section 1.04(6) Where the point of origin of any program covered by this Section is within the territorial jurisdiction as defined above, the Employer may assign the work to any Technicians employed under this Agreement, subject to the provisions of Section 5.05 hereof. This privilege shall not be exercised in a manner to cause any layoff in any location covered by this Agreement.

Section 1.04(7) At its election, CBS shall have the right to send a Technician or Technicians to operate technical equipment at the point of origin of all CBS programs originating in the field and to handle such originations even when such originations are outside of the territorial limits specified in this Section 1.04. The Employer will continue its practice of making every reasonable effort to avoid requiring a Technician to accept a remote assignment outside of the territorial jurisdiction, where the Technician involved has any good reason acceptable to the Employer for refusing such assignment. It is recognized that the requirements of the business are such that the Employer must reserve the right to require acceptance of such assignment where no other Technician or Technicians are available who will meet the particular requirements of the assignment in question.

Section 1.04(8) As used in this Agreement, "CBS programs" shall mean those programs (a) produced by CBS or (b) produced by others for CBS, provided CBS owns the basic underlying property rights in such program or has, by contract, the right to require that a specific arena or building be used in production.

#### Section 1.05 – Sub-Contracting and Contracting Out.

Section 1.05(a) Except as otherwise provided in this Agreement or as recognized by past practice, no work covered by Section 1.03 hereof (including for this purpose, 1.03(h)) and to be performed within the mileage radii specified in Section 1.04 shall be contracted out unless it is impractical to perform such work under this Agreement because CBS does not have the space or desired equipment for performing such work, or if the Company, after making a good faith effort, cannot otherwise meet the legitimate schedule requirements of the person who must use the available space or equipment. CBS agrees that it will not contract out to any party any work in connection with the recording or duplicating of TV programs by means of either dual camera ("slave" camera, "Electronicam", or "gemini process") operation or video tape if such work is to be performed within the territorial limits specified in Section 1.04. The parties have agreed that they will explore the possibility of establishing a training program for transmitter maintenance. It is understood that such training may include training by transmitter manufacturers when new transmitters are installed, and IBEW training programs, such as "Helmets to Hardhats."

Section 1.05(b) Nothing herein shall be construed as limiting the right of CBS to accept and broadcast programs and/or announcements produced by others where CBS is acting only as a seller of time. Similarly, CBS shall continue to have the right to purchase and/or

acquire by license programs and program material produced by others where such program is not a "CBS program" as defined in Section 1.04.

#### Section 1.06 – Employment and Union Membership.

Section 1.06(a) It is the intent of the parties to this Agreement that the Union shall have the maximum Union Security permissible under the law. In the event that any change in the applicable laws by statute or by final decision of a Court of competent authority takes place during the life of this Agreement, such favorable change shall be incorporated by reference in this Agreement until such time as the Union and the Employer agree to meet within one (1) week after one (1) party has notified the other and adjust the Union Security provisions of this Agreement so that the Union will continue to have the maximum security permissible under the law.

Section 1.06(b) It is further intention of the parties hereto to cooperate in securing competent Technicians for CBS whenever a vacancy occurs or the staff is to be increased. To that end, CBS will give the Union as much advance notice as possible of openings and will consider fairly the qualifications of all applicants referred to CBS for such employment by the Union. If CBS should employ an applicant not a member of the IBEW, 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.

Section 1.06(c) Each Technician covered hereunder shall as a condition of continued employment, signify his intentions to join and become a member of IBEW by tendering initiation fees and dues within thirty-one (31) days; provided, however, that nothing herein contained shall require the Employer to discharge or otherwise discriminate in any way against any Technician who has been denied membership or has had his membership terminated for any reason other than the failure of such Technician to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The failure of any Technician covered hereunder to be or become and thereafter remain a member of IBEW by reason of a refusal to tender the initiation fees or periodic dues so uniformly required shall obligate the Employer to discharge such Technician upon written notice to such effect by IBEW unless such dues or initiation fees are tendered within ten (10) working days after receipt of such notice.

Section 1.06(d) In hiring Technicians under this Agreement, CBS will give consideration to persons who have had experience in the employ of CBS or in the employ of other similar companies. Before filling any vacancy, CBS shall give to the Union reasonable notice of the existence of such vacancy. CBS will notify the Union, prior to each newly-hired Technician's first work day, as to the name, address and employment date of such Technician.

Section 1.06(e) – Check-Off. Any Technician who wishes to have the Employer deduct the amount of an initiation fee or monthly Union membership dues from his pay for transmittal to the Union shall execute an authorization card to be furnished by the Union in the form prescribed. Such authorization shall automatically cancel any prior deduction authorization executed by such Technician. The amounts of monthly Union membership dues and/or

payments toward initiation fees will be certified to the Employer in writing from time to time by the Financial Secretary of the local union. A certification from said Financial Secretary, which changes the amount of said dues, shall become effective no later than the first day of the month following a period of thirty (30) days from the date the Employer received such certification.

One deduction in respect to the current month's dues will be made from the wages paid in the first week of each month, for the full amount of such dues, provided the authorization is received by the Employer at least one (1) week in advance of the scheduled deduction period and provided there is sufficient pay available to cover the same for the full amount authorized after all other deductions required by law or authorized by the Technician have been made. If the scheduled deduction for Union membership dues cannot be made in that week, the full amount of the deductions will be made from the Technician's pay in the next succeeding week in the current month in which there is sufficient pay. Deductions will not be made in respect to any prior months' dues except when the Employer, through error or oversight, failed to make the deduction in any such month.

Within the week following the week in which the deduction has been made, the Employer shall deliver to the Union's Financial Secretary a check for the amount due, drawn in favor of the local union. Within the last week of each calendar month, the Employer shall furnish the local union Financial Secretary with a list showing the names of Technicians from whose pay regular deductions have been made, a deduction has been made for a prior month, or no deduction has been made because of cancellation of authorization, revocation of authorization, or insufficient earnings in the pay period, and such list will also show gross earnings for each payroll period up to the date of same. Authorizations for deductions of dues which are executed in the form prescribed on or after the effective date of this Agreement may be revoked by a Technician by a written notice to the Employer and the local union by registered U.S. mail, return receipt requested, not less than ten (10) days prior to the expiration of each one (1) year period of authorization. Such revocation shall be effective with respect to the deduction which would otherwise have been made immediately after such revocation. A newly-executed authorization signed by the Technician shall be required, if he desires to replace an authorization under which deductions have terminated in accordance with the provisions hereof.

It is agreed that a written assignment in the following form (or in a form substantially the same as the following form) will be acceptable for the purposes of this Agreement:

"I hereby authorize and direct CBS BROADCASTING INC., as applicable to deduct from my pay, Union Membership initiation fee, dues and assessments in the amounts fixed in accordance with By-Laws of Local Union No. ---- and the Constitution of the International Brotherhood of Electrical Workers and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

"This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of said agreement whichever occurs sooner and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one (1) year unless revoked by written notice to you and the Union not less than ten

(10) days prior to the expiration of each one (1) year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Section 1.07 – No Strike or Lockout.

Section 1.07(a) It is hereby agreed that so long as the Employer lives up to and complies with ARTICLE II of the Agreement, the IBEW will in all respects fulfill its obligations hereunder and will take no action interrupting the service or operations of the Employer. Similarly, so long as IBEW lives up to and complies with the terms of ARTICLE II of this Agreement, the Employer will in all respects fulfill its obligations hereunder and will not institute a lockout against the IBEW. Neither shall any strike or lockout be resorted to during the time that arbitration, as defined in ARTICLE II of this Agreement, is pending or in process in respect to any dispute or other matter.

Section 1.07(b) No Technician shall be penalized by the Employer for refusing to cross a picket line which is lawfully established as the result of a strike by members of the AFL-CIO nor will the Employer use the services of any Technician for the purpose of assisting any company in breaking any strike or effectuating any lockout.

The word “penalized” as used above is intended to cover any punitive action such as, but not limited to, discharge, discipline or deprivation of vacation, seniority or pension rights. This paragraph is not intended to impose or imply any obligation to pay Technicians who refuse to cross such picket lines.

Section 1.08 – No Discrimination.

There will be no discrimination in the employment of Technicians or harassment directed against Technicians because of race, color, national origin religion, sex, age, disability, alienage or citizenship status, marital status, creed, genetic information, height or weight, sexual orientation, veteran’s status, gender identity or gender expression or any other characteristic protected by law. Additionally, there shall be no retaliation against any Technician who reports discrimination or harassment or participates in an investigation of such reports.

ARTICLE II

Section 2.01 – Grievance Procedures.

In order to provide for the equitable and efficient settlement of disputes and controversies on specific questions arising under this Agreement, it is agreed that the procedures set forth in this ARTICLE II of this Agreement will govern the conduct of the parties.

## Section 2.02 – Initiating Grievance Procedures.

Section 2.02(a) Either party may file a grievance within ninety (90) days of the date the party first became aware of the facts or event which give rise to the grievance except that grievances concerning disciplinary actions must be filed within twenty-one (21) days. All grievances must cite the specific Section and sub-Section of the Agreement claimed to be violated.

It is understood that the time limits set forth in this Section 2.02 are mandatory, and failure by one party to comply with these time limits shall enable the other party to refuse to discuss the matter. It is further understood, however, that the parties may mutually and in writing agree to extend such time limits.

Section 2.02(b) There shall be a Local Union-Management Grievance Committee, composed of not more than three (3) representatives of the Local Union and not more than three (3) representatives of the Employer. Upon written notice by either party to the other, this Committee shall meet within five (5) working days. The request for such meeting shall state the question or questions to be discussed.

Section 2.02(c) If agreement cannot be reached by the Committee within ten (10) working days (or within an extension of this period of time, as may be mutually agreed upon by the Committee) of its initial meeting, either of the local parties shall request approval from its respective headquarters office of said local party's issuance of a formal demand for arbitration (to the other local party) and, when such approval is granted, a copy of the approval shall be given by the party demanding arbitration to the other party, and then the arbitration of the issue(s) shall proceed at the city of origin of same in accordance with the procedures of the American Arbitration Association in connection with disputes concerning discipline or termination only. In connection with any other disputes, the matter shall first be brought before the IBEW/CBS Arbitration Panel (ICAP) in accordance with the procedures set forth in Section 2.03. Should the ICAP panel fail to reach a decision, the matter may be referred to arbitration as provided for in this Section.

Section 2.02(d) Where any issue has been brought to the attention of one party by the other and the aggrieved party has not notified the other of its desire to arbitrate for a period of six (6) months subsequent to the date upon which the grievance was filed, the issue shall be deemed finally waived and disposed of and may not be subsequently brought before the American Arbitration Association or the ICAP Panel.

Section 2.02(e) No decision or award before the American Arbitration Association or any ICAP decision or award shall be made retroactive to a time earlier than six (6) months prior to that date upon which the grievance was first initiated under Section 2.02 hereof.

Section 2.02(f) Decisions or awards shall remain effective until the expiration of the original term of this Agreement or until the expiration of any extension of said term.



Section 2.03 – Arbitrator.

Section 2.03(a)

- (i) After following the procedures set forth in Section 2.02 (above), either party may request arbitration in connection with an incident of discipline or discharge by delivering a signed, written notice to the other party and to the American Arbitration Association.
- (ii) Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association. The Arbitrator shall have the exclusive right and obligation to determine whether or not there is an arbitrable issue; provided, however, that decisions shall be limited to the determination of grievances involving discipline or termination of employment arising under this Agreement and any matters stated to be not arbitrable by the terms of this Agreement shall not be considered. Nothing in this ARTICLE II shall be construed as prohibiting the National parties to this Agreement from participating in any arbitration hereunder.
- (iii) And decision or award of an Arbitrator shall be final and binding upon both parties, whether rendered prior to or following the expiration of the term of this Agreement, and may be enforced or reviewed in any court of competent jurisdiction, but shall not include an amendment or addition to the terms of this Agreement.
- (iv) The parties specifically agree that included, inter alia, within the meaning of just cause is “unsatisfactory performance.” For purposes of discharge under this Agreement, “unsatisfactory performance” means inability or unwillingness to perform the particular work required by the Company.
- (v) Special Provision for 4.03(g) Technicians. (See also Section 5.10(a)(2).) 4.03(g) Technicians may be terminated for reasons other than arbitrary and capricious reasons. In any case brought by the Union claiming that a 4.03(g) Technician’s discharge was arbitrary and capricious, the burden of going forward and the burden of proof shall be on the Union. In making a decision, the Arbitrator may not substitute his/her judgment for that of the Company, but he/she is limited to determining whether the Company’s decision to discharge the 4.03(g) Technician was arbitrary and capricious. For Technicians who have been employed as 4.03(g) Technicians for ten (10) years or longer see Section 5.10(a)(2)(ii).

Section 2.03(b) If a grievance concerning an issue other than discipline or termination cannot be resolved, it shall be referred to the ICAP as follows:

Grievances which are not resolved by the Local Union-Management Grievance Committee may be referred to the ICAP.

Each ICAP shall consist of three (3) representatives from each party, and shall meet at the conclusion of each Semi-Annual consultation to hear any cases which have been referred to it. Effective July 31, 2011, the ICAP panel shall be a permanent panel, with three representatives from the IBEW International Office and/or Districts, and three representatives from CBS Labor Relations.

Cases shall be presented to the ICAP by the parties in a fair, orderly manner. At the conclusion of the presentation of the case, the ICAP shall meet, confer in executive session, reach unanimous agreement and render a decision. Within thirty (30) days of the decision, the ICAP shall issue a written decision. This decision shall be final and binding upon both parties.

Should the ICAP panel fail to reach a decision, the matter may be referred to arbitration as described above in Section 2.02(c). Each party shall bear the expenses for their representatives on the ICAP and the parties shall share equally the common expenses.

#### Section 2.04 – Inspection.

Duly authorized representatives of IBEW may, with prior notice to management, investigate or inspect technical operations of CBS covered by this Agreement at reasonable hours and in such manner as not to disturb normal operations of CBS, except at any places where the Employer reasonably deems secrecy essential; in such latter places, IBEW representatives shall consist only of IBEW Technicians regularly working at such places.

#### Section 2.05 – Semi-Annual Consultation.

Representatives of the Employer and representatives of the Union shall meet at least once every six (6) months, unless waived by mutual consent, to discuss subjects of mutual concern or interest that may arise during the term of this Agreement or matters necessary to the implementation of this Agreement. Either party may submit a written agenda to the other no less than fourteen (14) days before the scheduled date of a meeting, but discussions need not be restricted to items on such written agendas. Any statement or positions of any party at such meetings shall not be utilized for any purpose during any subsequent grievance or arbitration proceedings.

### ARTICLE III

#### Section 3.01 – Work Week.

The work week for all Technicians shall be forty (40) hours within five (5) work days, or in accordance with the terms of Sideletter 26 the work week for Technicians shall be forty (40) hours with four (4) ten (10) hour work days. Work in excess of the work week shall be paid for at overtime rates, as hereinafter set forth. The work week, for payroll purposes, shall be defined as beginning at 12:01 a.m. Sunday and continuing to 12:00 midnight the following Saturday.

Section 3.02 – Work Day.

Section 3.02 Eight (8) consecutive hours (unless a then (10) hour work day has been assigned pursuant to Section 3.01), including a one (1) hour paid meal period shall constitute a work day. Additionally, the first hour of work in excess of the work day shall be paid at straight time; subsequent hours, excluding meals, shall be paid at overtime rates, as hereinafter set forth. A tour of duty starting any day and continuing into the following day shall be considered one tour of duty and attributed to the first day, except that the initial work day shall be deemed to end at the time of the next scheduled work day's in-time.

Section 3.03 – Meal Periods.

No deductible meal periods shall be assigned Technicians.

The first meal period shall consist of sixty (60) minutes and shall begin not earlier than two (2) hours and not later than six (6) hours after the beginning of the work day.

For all Technicians on remotes, the rules in Sideletter 14, Paragraph 5 apply on broadcast and rehearsal days.

Editing shall be covered by the rules in the following paragraphs.

In the following areas and under the following circumstances, the first meal period shall begin not earlier than one (1) hour and not later than six (6) hours after the start of the work day:

LA: All production which would otherwise require a “pre-call” to accomplish a coordinated production work block;

NY: All production which would otherwise require a “pre-call” to accomplish a coordinated production work block;

CND News Editing for Live News Broadcasts.

WASHINGTON: Live News Broadcasts which would otherwise require a “pre-call” to accomplish a coordinated production work block;

CND News Editing for Live News Broadcasts.

CTS: None.

For CND and CTS it is understood that Technicians assigned to ENG may be assigned the first meal not earlier than one (1) hour nor later than eight (8) hours after the beginning of the work day.

It is understood that all meal periods shall be paid at straight time and shall not be considered time worked for purposes of calculating overtime.

A second (2<sup>nd</sup>) meal period shall consist of one-half (1/2) hour and shall usually begin not more than six (6) hours after the end of the first meal period, provided that such second (2<sup>nd</sup>) meal period shall begin no later than the eleventh (11<sup>th</sup>) hour (as defined by past practice) after the start of the work day. The Union and the Company have agreed that there will be an exception to this provision which will permit the company to defer the second (2<sup>nd</sup>) meal for all production so that it would begin no later than the twelfth (12<sup>th</sup>) hour (as defined in the same way as the eleventh (11<sup>th</sup>) hour above), after the start of the work day. In addition, The Early Show will be permitted to defer the start of the second (2<sup>nd</sup>) meal to begin not more than six and one-half (6 ½) hours after the end of the first (1<sup>st</sup>) meal period. Any meal period(s) subsequent to the second shall consist of one-half (1/2) hour and shall usually begin not later than six (6) hours after the end of the preceding meal period. At Television City, it is understood that for production the second meal period may generally begin six (6) hours after the end of the first meal.

It is understood that if the first meal is missed, the Company shall pay a penalty of thirty-two dollars and fifty cents (\$32.50). If the first meal is less than thirty (30) minutes in length, the Company shall pay a penalty of thirty-two dollars and fifty cents (\$32.50). If the first meal is at least thirty (30) minutes but less than sixty (60) minutes, the Company shall pay a penalty of twenty-five dollars (\$25.00). If a second meal or subsequent meal is shortened or missed, the Company shall pay a penalty of ten dollars (\$10.00).

During the recent negotiations the parties agreed to change the meal penalties in the Agreement. The Union has expressed its concern that the Company not eliminate or reduce meal periods and instead pay penalties as a regular matter. The Company has indicated that, on the whole, it does not have plans to do so as a regular matter and plans as a general matter to continue to give meals of one hour. However, in operations which work on production, it is possible that on a regular basis, meals of one-half hour will be given rather than meals of one hour, and on occasion the meal may be missed. Also, in the past there have been operations which frequently miss meals, e.g., ENG operations in CND and CTS and the Hard News Center in CND, and in the future such operations most likely will continue to miss meals, or they may reduce meal periods to 30 minutes. In CSD, operations may require missed or reduced meals for sports events, particularly on game days. The Company has indicated that it does not wish to incur penalties unnecessarily and, therefore, on a general basis, it plans to give meal periods of one hour.

It is recognized that variations may be necessary in special cases, but such variations will be exceptions and not general practice. Any complaint concerning a failure or refusal to assign meal periods in accord with the general or specific intent of this Section shall be processed as a grievance under ARTICLE II of this Agreement.

The provisions of this Section with respect to this assignment of meal periods do not apply to Technicians assigned to transmitters or, in radio studio operations, to midnight tours (overnight) assignments. A Technician in radio studio operations who works the midnight tour, or a Technician who is assigned to the transmitter and who does not receive a meal period away from the transmitter, in the above, shall work not more than seven (7) hours and receive eight (8) hours pay.

The words “assigned to transmitters” shall not be construed to cover those Technicians who are not assigned to a full tour of duty at a transmitter but who, as part of their general duties, do maintenance work at the transmitters from time to time.

#### Section 3.04 – Rest Between Assignments.

Section 3.04(a) Technicians shall be allowed at least ten (10) hours of rest between the completion of any one (1) day’s assignment (including any overtime hours) and the beginning of the next day’s assignment. In addition to any other compensation, when a Technician begins work less than ten (10) hours after the end of his previous assignment, he shall receive penalty pay of fifty percent (50%) of the hourly rate of the applicable “5 years and over” rate for each hour, or fraction of any hour, by which such ten (10) hour rest period is reduced, except when a lesser rest period, but not less than eight (8) hours, is agreed to by the Union in order to provide a regular rotation of shifts. If the rest period is eliminated due to a continuous assignment, the Technician shall receive ten (10) hours penalty pay but in no case more than ten (10) hours. In the case of such continuous assignment or in the event the Technician does not receive at least five (5) hours of rest prior to the beginning of his next assignment, work during scheduled-hours following such period shall be paid at the rate of one-half (1/2) times the regular straight time hourly rate of pay to a maximum of eight (8) hours (except that for work on a day off, such rate shall apply to all hours worked), in addition to any other compensation to which such Technician may be entitled. In the event the Technician receives at least five (5) hours of rest between the completion of any one (1) day’s assignment (including any overtime hours) and the beginning of the next day’s assignment, no additional compensation shall be payable for work during scheduled hours following such period.

Section 3.04(b) The ten (10) hour rest period between assignments shall be applicable whether occurring:

- (i) between work on days normally considered regular work days,
- (ii) between work on a regular work day and work on a “day off,”
- (iii) between work on a “day off” and work on a “day off,”
- (iv) between work on a “day off” and work on a regular day,
- (v) in the case of a single day off, between the end of a twenty-four (24) hour period and work on the following day,
- (vi) in the case of two (2) days off, between the end of a forty-eight (48) hour period and work on the following day,

Section 3.04(c) Regardless of the scheduled or the paid day, penalty is not payable in any case in which the Technician is given ten (10) hours rest between the end of a day’s work and the beginning of the next work assignment.

Section 3.04(d) Technicians assigned to handle rehearsal and/or air shows in radio studios, and Technicians assigned to handle program material in radio studios, radio master control and/or radio tape rooms, shall be granted a fifteen (15) minute rest period during the first four (4) hours of work and a fifteen (15) minute rest period during the second four (4) hours of work, or a five (5) minute rest period after each hour of work, at management’s option on a

weekly basis. Said rest periods shall not be contiguous to either the start of the work or the end of the work day. Where the work day exceeds eight (8) hours, a ten (10) minute rest period shall be granted after each three (3) hours of overtime worked.

Technicians assigned to TV transmission centers (TX in New York and Los Angeles and Washington Central Control) or Central Control at WBBM-TV and KCBS-TV, Telecine, and the video tape machine areas shall be granted a rest period as follows:

- (i) A fifteen (15) minute rest period between the beginning of the regularly scheduled work day and the assigned meal period.
- (ii) A fifteen (15) minute rest period between the assigned meal period and the end of the regularly scheduled work day.
- (iii) Said rest periods shall not be contiguous to either the start of the work day or the end of the work day.
- (iv) In no event shall such Technician be required to work more than three (3) hours without receiving a fifteen (15) minute rest period.

Technicians assigned to television studios shall receive a five (5) minute rest period after each hour provided that such rest period may be delayed up to one (1) hour if there is a shot in progress or for live production, in which case the delayed rest period shall be added to the hourly rest period at the conclusion of the delay, unless granted sooner.

All rest periods given to other groups on the production, including video tape operators and editors working with a control room for production, may be coordinated with rest periods given in studios.

### Section 3.05 – Days Off.

Section 3.05(a) Each Technician shall be granted two (2) consecutive days off during each work week (except when a different pattern of days off may be agreed to by the Union on behalf of the Technicians affected). Saturday followed by Sunday as days off shall be considered as consecutive. A day off shall consist of thirty-four (34) hours; two (2) days off shall consist of fifty-eight (58) hours. If either the thirty-four (34) hour or fifty-eight (58) hour period is lessened by up to and including ten (10) hours of work, such work shall be compensated for under Section 3.04 hereof.

Section 3.05(b)(1) If CBS changes a Technician's regular days off, such Technician shall not work in excess of seven (7) consecutive days following his previously scheduled days off unless he receives pay at the rate of one and one-half (1 ½) times his regular hourly rate of pay for eight (8) hours for each day that is worked in excess of seven (7) consecutive days until such Technician does receive two (2) consecutive days off. Such scheduling may not be applied to any Technician for more than three (3) successive cycles of seven (7) consecutive working days.

Section 3.05(b)(2) Wherever such seven (7) days scheduling has been applied, each period of such scheduling must be followed by at least a 3-week interval during which such

scheduling shall not be applied to such Technician. The provisions of this sub-paragraph shall not apply in the event that such Technician works on either or both of his regular days off and is paid for such work at the rate of one and one-half (1 ½) times his regular hourly rate of pay for such work.

In no case may a Technician's days off be changed more than twelve (12) times in any Agreement year or more than two (2) times in any calendar month, except that the Company may change a Technician's days off three (3) times within a calendar month no more than twice each Agreement year. However, changes made pursuant to either the request of a Technician (with prior approval of the Union) or to Section 3.11(g) of this Agreement shall not count toward the twelve (12) or two (2) (or three (3)) changes of days off limitations.

Section 3.05(c) Technicians shall be notified of any change in schedules of days off not later than 6:00 p.m. on the seventh (7<sup>th</sup>) day prior (fifth (5<sup>th</sup>) prior day if the days off being changed are Saturday-Sunday), to either the previously scheduled days off within the newly scheduled work week or the newly scheduled days off, whichever time is earlier, and no change shall be made in any Technician's days off with less notice. It is understood that a Technician's days off shall not be changed to avoid sick pay to that Technician.

Section 3.05(d) In the event any Local Union questions the reasonableness of advance scheduling or change of schedule such question may be handled as a grievance as provided in ARTICLE II.

#### Section 3.06 – Work Schedules.

Schedules of regular daily work assignments, showing time in, time out and the location of the first daily assignment shall be made up and posted at a convenient place for each group of Technicians. Such daily work schedules shall be posted not later than 6:00 p.m. on the second (2<sup>nd</sup>) day preceding the affected work day, except that CBS will inform each Technician of the time and place for reporting to work on the two (2) days following his two (2) consecutive days off before such Technician completes his tour of duty on the last day worked prior to said days off.

For all Technicians, except those assigned to non-CBS Broadcasting Inc. productions and assigned to CBS Entertainment programs at the New York Broadcast Center, such daily work schedules may be changed up to 12:00 noon of the prior day without penalty. Between 12:00 noon of the prior day and 6:00 p.m. of the prior day daily work schedules may be changed provided that the Company pays a penalty of one-half (1/2) time for all hours in the original schedule not worked. After 6:00 p.m. of the prior day, the Company may only make schedule changes by adding time to the previously-scheduled work day. For Technicians assigned to non-CBS Broadcasting Inc. productions and assigned to CBS Entertainment programs at the New York Broadcast Center and The Ed Sullivan Theater, such daily work schedules may be changed without penalty up to the conclusion of the prior day's shift, though such penalty-free changes may not exceed two (2) hours earlier or later than the hours previously scheduled. Notwithstanding the foregoing, reasonable efforts shall be made to provide such notice at least two hours before the conclusion of the prior day's shift.

At Television City, for Technicians related to a production, such daily work schedules may be changed up until the end of their workday without penalty. Should a Technician be released prior to his assigned out time, such Technician may be notified of a next day's schedule change up until the production wraps. Should he be called after his scheduled out time, then all applicable penalties apply. Should a Technician be called who had an early scheduled out time then all applicable penalties apply. An authorized person will notify the individuals of any shift change.

Except in the case of electronic news gathering assignments, such notice shall not be given any Technician during the period of any day off nor prior to his first tour of duty following his days off. The provision for notice does not apply where the two (2) days off are followed by vacation. In such case, the Technician shall be notified either by letter or telephone call, call-in system, web site or e-mail at least four (4) days prior to the end of the vacation of the time to report for work on the first day after vacation. An operation shall notify a Technician of his change in days off by telephone call and e-mail and such change shall be effective only if the Technician acknowledges receipt of such telephone call or e-mail.

It is agreed, however, that in the case of any Technician who reports to work after 4:00 p.m. on any day, the work schedule for the second day thereafter may be changed by notice given to such Technician within the first two (2) hours that he is at work. Schedules for TV groups shall be placed in the hands of their respective Technical Directors, or may be distributed directly to affected Technicians manually, telephonically, or electronically, in accordance with the time limitations set forth in the above paragraphs.

At Television City, in such case, the Technician shall be notified prior to vacation of the time to report for work on the first day after his vacation. Schedules may be changed up to four (4) calendar days prior to the return of vacation without a penalty to the Company. Technicians shall have the responsibility to check for changes to their schedules prior to their return from vacation. The Company shall provide two methods for the Technicians to check their schedules: the primary system is the call-in system and the secondary system is to call LATX and talk to someone in-person. If a schedule change is made within the four-day (4) window, every attempt will be made to contact the Technician regarding such schedule change. Technicians are encouraged to check their schedule as close to the return day as possible.

During extended periods of remote assignments where room and expenses are paid, regular schedules need not be posted. In Washington, during extended periods of remote coverage of hearings, regular schedules need not be posted. The word "extended" shall mean two (2) or more days. In such case, each Technician shall be notified of his schedule for the following day prior to the completion of his day's work.

In any case, each Technician shall be apprised of his daily work schedule at the earliest practicable time.

At CSD remotes, the Company will make best efforts to post actual work times for Technicians the following morning.



### Section 3.07 – Travel Time.

Section 3.07(a) Any Technician who travels in connection with any assignment and returns on the same work day shall be credited with the total time elapsed from the time he reports for scheduled duty at his home city to the time of his return.

Section 3.07(b) Should a Technician's travel time be less than eight (8) hours in any one (1) day on any one (1) assignment, he shall be credited with all time spent in traveling plus any time spent in actual performance of duties in connection with his assignment, but in any event he shall receive a minimum credit of eight (8) hours. Where such actual travel time exceeds eight (8) hours in any day, credit shall be given for the number of hours spent in actual travel, subject to the limitations stated immediately below. In no case shall any credit be allowed for time spent in transit between midnight and 8:00 a.m., when first-class sleeping accommodations are provided, except as provided hereinafter. If a Technician's rest between midnight and 8:00 a.m. is interrupted due to the necessity of making a scheduled common carrier change and/or the necessity of handling or caring for equipment for any reasons, he shall be credited at straight time rates and without the addition of penalty time with all the time spent in transit between the hours of midnight and 8:00 a.m., except that the departure of such carrier between midnight and 1:00 a.m. or the arrival of such carrier between 7:00 a.m. and 8:00 a.m. shall not be construed as an interruption. It is understood, however, that on a day in which only travel occurs, the maximum amount of time which will be credited is eight (8) hours, except in cases where travel exceeds ten (10) hours for Technicians assigned a five (5) day work week, and twelve (12) hours for a Technician on a four (4) day work week, in which case only that portion of the travel day that exceeds ten (10) hours/twelve (12) hours shall be considered work time.

Section 3.07(c) On working days during any such out-of-town assignment in which no traveling occurs, a Technician shall be credited with a minimum of eight (8) hours. If the total elapsed time spent on assignment in any day exceeds eight (8) hours, the Technician shall be credited with such total elapsed time at single time rates or with actual time worked at single time rates for the first eight (8) hours and at one and one-half (1 ½) time rates for any additional hours, whichever credit is greater.

Section 3.07(d) On working days during any such out-of-town assignment, or on in-town assignments when a Technician is provided with a hotel room, a Technician's time starts and ends at the site of the event, provided that any travel time in excess of thirty (30) minutes each way between the hotel and the event shall be considered work time. Effective February 1, 2012, for CSD Staff Technicians only, the in-time on home/travel, travel/home, or home/travel-work days, including an airline flight, will be one-and-one-half (1 ½) hours prior to the scheduled departure of their first flight. On in-town assignments, when the Technician is traveling between his home and the site of the assignment, a Technician's time starts and ends at the site of the assignment, provided that the Technician shall receive a flat rate of Seventy Dollars (\$70.00) per day travel allowance as total compensation for all travel time.

For Technicians assigned to ENG who are transporting camera equipment, all travel time between the hotel and the event on an out-of-town assignment shall be considered work time.

Section 3.07(e) For each regularly scheduled day off occurring during any such traveling assignment, a Technician shall be credited with a minimum of eight (8) hours at straight-time rates, provided that no traveling occurs and no work is performed on such day off.

Section 3.07(f) The time during which a Technician drives an automobile in the performance of any such traveling assignment shall be credited to him as time worked.

Section 3.07(g) At the conclusion of any out-of-town assignment, the Technician(s) involved shall be credited with the time required for reporting in to his (their) home headquarters, if he (they) is (are) actually required to do so.

### Section 3.08 – Travel Expenses.

Section 3.08(a) CBS shall reimburse each Technician for travel and living expenses incurred pursuant to the travel expense guidelines established for the operation to which the traveling Technician is assigned when travel by such Technician is required or authorized by CBS, provided that no traveling expenses shall be allowed for reporting to or from work at normal and regular working places except as set forth hereinbelow. When such travel requires a Technician to spend the night away from his home, the Employer agrees to furnish first-class living and traveling accommodations. Travel by means of any regularly-scheduled commercial aircraft shall be considered as “first-class traveling accommodations” within the meaning of this Section.

For CSD and COE, when any such travel requires the Technician to spend the night away from his home, the Employer will pay to such Technician the sum of Sixty-Five Dollars (\$65.00) per day. When sleeping accommodations are not furnished but the assignment requires the Technician to travel sixty-five (65) miles or more (one way) from the city limits (fifty-five (55) miles in the case of Los Angeles) and requires absence from his home base for at least fifteen (15) hours, a per diem will be paid in the amount of Forty-Seven Dollars (\$47.00) in lieu of meals.

For all other divisions, when any such travel requires the Technician to spend the night away from his home, the Employer will pay to such Technician the sum of Sixty-Five Dollars (\$65.00) per day of which Forty-Six Dollars (\$46.00) shall be for meals and the remainder for personal incidental expenses, provided that a Technician returning from an out-of-town assignment of more than one (1) day shall receive a per diem which shall consist of reimbursement for incidentals and appropriate meals, based upon the departure time from the remote city. (If the departure time is between 3:00 a.m. and 11:00 a.m., breakfast shall be reimbursed; if between 11:00 a.m. and 5:00 p.m., breakfast and lunch shall be reimbursed; if between 5:00 p.m. and 3:00 a.m., breakfast, lunch and dinner shall be reimbursed). When sleeping accommodations are not furnished but the assignment requires the Technician to travel sixty-five (50 65) miles or more (one way) from the city limits (fifty-five (55) miles in the case of Los Angeles) and requires absence from his home base for at least fifteen (15) hours, a per diem will be paid in the amount of Forty-Seven Dollars (\$47.00) in lieu of meals.

The Employer will provide first-class hotel accommodations (single occupancy when available) in all such cases and will pay the hotel room costs. The Company may pay the hotel directly, or provide the Technician with a cash advance, travel voucher or Company-provided credit card, or direct the Technician to make a direct payment to pay the bill for the hotel room. If reimbursement is necessary because a Company credit card is used, reimbursement will be made in accordance with the CBS policy governing Company-provided credit cards. If reimbursement is necessary because of direct payment by the Technician, reimbursement will be made as provided in subparagraph (f) of this section. All other hotel costs incurred by a Technician shall be paid directly to the hotel by the Technician. In the event the Employer requires or approves the obtaining of housing accommodations by Technicians directly, the per diem allowance shall be increased by an amount equal to the daily cost of such housing. In the unusual case where a Technician incurs reasonable and necessary expenses in excess of the per diem allowance, he shall submit a statement of such expenses to the management representative for approval.

For all other divisions, when the Employer furnishes breakfast, the per diem shall be reduced by Eight Dollars (\$8.00). When the Employer furnishes lunch, the per diem shall be reduced by Fifteen Dollars (\$15.00). When the Employer furnishes dinner, the per diem shall be reduced by Twenty-Four Dollars (\$24.00).

For all other divisions, when the Employer furnishes all meals, the per diem payment shall be reduced to Nineteen Dollars (\$19.00). In any case, if the Technician has already received the Sixty-Five Dollars (\$65.00) per diem, he shall reimburse the Employer for the difference.

In any case, where a Technician elects to eat meals at a place not designated by the Employer, it shall be the obligation of such Technician to report back for a work assignment at a time designated by the Employer.

Section 3.08(b) When CBS requests that a Technician use his own automobile for transportation in connection with an assignment at other than his normal working place, he shall be paid mileage allowance in accordance with Company policy prevailing at that time but not less than Twenty (20) cents per mile for the travel necessitated, plus tolls and reasonable parking expenses, either at his normal working place or the place of such assigned duties, or both. The minimum allowance for travel expenses for any day on which a Technician uses his own automobile (pursuant to the preceding sentence herein) shall be Two Dollars and Fifty Cents (\$2.50), exclusive of parking expenses and tolls. In the event the Employer requests any Technician to drive his automobile to work in order that it may be used on a later assignment for the benefit of the Employer, he shall be credited with the total mileage from his home, through his assignments and back to his home, figured by the shortest route.

Section 3.08(c) CBS shall have the right to designate the method of travel to be used in all instances, except that Technicians shall not be required to use their own automobiles without their consent. CBS will not require any Technician to travel in any privately owned and/or operated conveyance if such Technician shows reasonable grounds for believing that such

travel would be dangerous to his person. The use of streetcars, subways or public motor buses shall not be required when Technicians are carrying any substantial quantity of equipment.

Section 3.08(d) Technicians using their own cars for transportation to and from the CBS transmitters on Mount Wilson, California, in connection with the beginning and completion of their work days at said transmitters shall receive:

- (i) mileage allowance in accordance with Company policy prevailing at that time but not less than twenty (20) cents per mile for travel necessitated from the foot of the Angeles Crest Highway at Foothill Boulevard in La Canada, California to the toll gate at Mount Wilson and return, which distance each way for the purpose of calculation in connection herewith shall be deemed to be nineteen (19) miles and,
- (ii) an allowance for forty-five (45) minutes at the current straight time rate for each said way traveled,
- (iii) if, at any time, there should become available to the Technicians assigned to duty on Mount Wilson a means of transportation other than the use of their own cars, the Local Union and CBS will agree upon appropriate changes in the above,
- (iv) no change shall be made in the presently designated method of transportation to and from the Mount Wilson transmitter without the consent of the Union or upon six (6) months' notice of the intended change given by the Employer to the Union.

Section 3.08(e) Technicians shall submit a complete statement of their weekly expenses within ten (10) days after the end of any week in which expenses are incurred. Such statement shall be in a form prescribed by the Employer and the amount of which is subject to approval by the Employer. Technicians shall be reimbursed within thirty (30) days after receipt of such statement for all such reasonable and authorized expenditures made for and in behalf of their assignments as provided herein. Any dispute as to amounts due shall be subject to arbitration under ARTICLE II of this Agreement.

Section 3.09 – Wages

Technicians\* shall be paid the following minimum weekly salaries based upon their length of employment as Technicians with the Employer:

	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
1 year and less	950.12	978.62	1,007.98
1 -2 years	1,245.38	1,282.74	1,321.22
2 – 3 years	1,471.57	1,515.72	1,561.19
3 – 4 years	1,697.76	1,748.70	1,801.16
4 – 5 years	1,923.98	1,981.70	2,041.15
5 years and over	2,150.22	2,214.73	2,281.17

Assistant Supervisor*	2,284.11	2,352.64	2,423.22
Technical Directors	2,375.90	2,447.18	2,520.59
Supervisors*	2,375.90	2,447.18	2,520.59

Technicians hired by the Network to work exclusively on degaussing, refurbishing and evaluation of videotape assignments shall be paid at an hourly rate of \$23.06.

Non-Supervisory Technicians Assigned to Maintenance

	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
1 year and less	1,084.01	1,116.53	1,150.03
1 – 2 years	1,379.27	1,420.65	1,463.27
2 – 3 years	1,605.46	1,653.63	1,703.23
3 – 4 years	1,831.65	1,886.60	1,943.20
4 – 5 years	2,057.87	2,119.61	2,183.20
5 years and over	2,284.11	2,352.64	2,423.22

Technicians Assigned Assistant Supervisory or Supervisory Positions in Maintenance \*

Assistant Supervisor	2,351.06	2,421.59	2,494.24
Supervisor	2,442.84	2,516.13	2,591.61

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*\*Non-supervisory Technicians who are regularly assigned to maintenance on a weekly basis shall receive a salary consisting of their regular salary plus 100 percent of the difference between the 5 years and over rate and the Assistant Supervisor rate. Effective upon the execution of this Agreement, Supervisory Technicians who are regularly assigned on a weekly basis to Assistant Supervisor and Supervisor positions in maintenance shall receive a salary consisting of their regular salary plus 50 percent of the difference between the 5 years and over rate and the Assistant Supervisor rate.*

*On days that non-supervisory construction shop Technicians are assigned to fiber optic maintenance, they shall receive a salary consisting of their regular salary plus 100 percent of the difference between the 5 years and over rate and the Assistant Supervisor rate. On days that supervisory construction shop Technicians are assigned to fiber optic maintenance, they shall receive a salary consisting of their regular salary plus 50 percent of the difference between the 5 years and over rate and the Assistant Supervisor rate. Partial day assignments shall be pro rated.*

		<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
Freelance ENG Technicians (S/L 4):				
Daily:	CND and CSD	584.49	602.02	620.08
	CTS	500.04	515.04	530.49
Weekly:	CND and CSD	2,630.09	2,709.00	2,790.27
	CTS	2,250.23	2,317.74	2,387.27
4hr. minimum:	CND and CSD	292.22	300.99	310.02
	CTS	250.04	257.54	265.27
Special Editors (S/L 8):				
	Weekly	2,562.79	2,639.68	2,718.87
	Daily	563.83	580.75	598.17
Overseas: (S/L 9):				
Staff:	Technician	850.10	875.60	901.87
	Supervisor	939.29	967.47	996.50
	Technical Director	939.29	967.47	996.50
	Assistant Supervisor	903.01	930.10	958.00
	Maintenance Technician	903.01	930.10	958.00
	Maintenance Supervisor	965.75	994.72	1,024.56
	Maintenance Asst. Supr.	929.47	957.36	986.08
	Freelance (daily)	848.41	873.86	900.08
Paragraph B.				
(WDO):	Staff	108.78	112.05	115.41
	Freelance	139.05	143.22	147.52
(HOL):	Staff	217.53	224.05	230.77
	Freelance	278.09	286.44	295.03
Per Diems (S/L 14):				
Technician	4-hour day	236.53	243.62	250.93
	8-hour day	473.07	487.26	501.88
	10-hour day	591.33	609.07	627.34
Asst. Supervisor	4-hour day	250.97	258.50	266.25
	8-hour day	501.97	517.03	532.54
	10-hour day	626.87	645.68	665.05
TD or Supervisor	4-hour day	261.61	269.46	277.55
	8-hour day	523.19	538.89	555.05
	10 hour day	652.83	672.42	692.59

		<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
Utility	4-hour day	150.04	154.54	159.17
	8-hour day	300.03	309.04	318.31
	10-hour day	375.05	386.30	397.89
CSD Travel Day	Home to Remote	473.07	487.26	501.88
	Remote to Home	473.07	487.26	501.88

Per Diems hired by the Network to work exclusively on degaussing, refurbishing and evaluation of videotape assignments shall be paid at an hourly rate of \$23.06.

Temporary employees for construction only shall be paid a salary adjusted to be equivalent to the proper prevailing NECA area rate, as determined and certified by the International Office of the Union, and shall work under such conditions as are similarly determined and certified as being equivalent or adjusted to be comparable to those provided in the NECA area contract.

In addition to the foregoing weekly rates of pay, Technicians who are assigned to work between the hours of 12:00 midnight and 5:00 a.m. shall receive an additional fifteen percent (15%) of their regular hourly rate of pay for all such hours which are worked.

When any Technician is employed at a starting rate higher than the minimum provided above, such Technician shall progress from that point, receiving the scheduled increases.

In the application of the wage rates set forth herein, it is agreed that no Technician who may be receiving a higher rate of pay than that which is commensurate with his whole length of service with the Employer shall suffer any loss in compensation as the result of the execution of this Agreement.

CBS reserves the right to designate the payroll date on an individual location basis, and Technicians may be paid weekly, bi-weekly or semi-monthly. The Company agrees to give the Union at least thirty (30) days notice of any change in payroll date or frequency of payment.

### Section 3.10 – Overtime.

Technicians who work overtime, i.e., perform in excess of eight (8) hours of actual work on any work day (unless the Technician has been scheduled to work a four (4) day, ten (10) hour per day work week, in which case overtime shall be work time in excess of ten (10) hours of actual work on any work day) or in excess of forty (40) hours in any work week shall receive compensation as follows:

Section 3.10(a) At one and one-half (1 ½) times their regular straight time hourly rate of pay for all work performed in excess of eight (8) hours of actual work on any regular work day (ten (10) hours of actual work on any regular work day in a ten (10) hour/four (4) day work week), or forty (40) hours in any work week.

Section 3.10(b) For not less than four (4) hours\* at one and one-half (1 ½) times their regular hourly rates of pay when work is performed on either or both (or any of the three (3) off days in a four (4) day work week) of their regularly assigned days off.

If one or more of the days during the regular work week is an unpaid day, the 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> day will be paid at straight time for the same number of unpaid absences (e.g. Sick days in excess of Company Policy, unpaid LOA, Jury Duty days in excess of Company Policy, etc.)

Section 3.10(c) Any Technician recalled to work on any work day after he has completed his scheduled assignment for that day shall be paid as if he had worked one continuous assignment of at least twelve (12) hours on that day. It is the intent of this provision that any Technician recalled to duty in accordance with the definition of call back hereinafter provided shall receive a minimum additional time credit of four (4) hours at the applicable rates of overtime compensation specified in this Section. Any Technician called back pursuant to this paragraph shall be released upon completion of the assignment for which the Technician was called back. Call back shall be defined as any time worked which is not contiguous with either that day's work or the following day's work.

For all Technicians an overtime assignment or request may be cancelled up to 1:00 p.m. of the preceding day without penalty. However, between 1:00 p.m. of the preceding day and 6:00 p.m. of the preceding day such overtime assignment or request may be cancelled provided that the Company pays a penalty of one-half (1/2) time for all scheduled overtime hours not worked. After 6:00 p.m. of the preceding day, the Company may not cancel or reduce the scheduled overtime hours.

In no event shall overtime scheduled to be performed on a day off be cancelled without payment of overtime compensation, unless it is cancelled prior to 6:00 p.m. of the second (2<sup>nd</sup>) preceding day, except if the overtime is cancelled between 6:00 p.m. of the second (2<sup>nd</sup>) preceding day and 12:00 noon (6:00 p.m. in the case of electronic newsgathering assignments) of the preceding day, in which case a penalty of one-half (1/2) time shall be paid for all hours scheduled. It is agreed that except for cancellation of an overtime assignment or request made prior to 6:00 p.m. of the second (2<sup>nd</sup>) day preceding the scheduled overtime, the schedule changes described in this paragraph may only be made due to changes in activity requirements or manpower availability which are beyond the control of the scheduling department.

The Company agrees that it will give Technicians as much notice as is practicable if overtime is to be cancelled.

No overtime shall be paid on overtime and penalty pay shall not be considered overtime nor part of base pay.

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*\*If a four (4) hour call is exceeded, the day shall become an eight (8) hour day. However, at Television City only, if the Company and the Technician have mutually agreed to a call of less than eight (8) hours, if a four (4) hour call is exceeded, that call shall become a six (6) hour call, and if that is exceeded, or if a call originally scheduled for six (6) hours is exceeded, the call shall become an eight (8) hour call. On CSD remotes, for local utilities only, if a four (4) hour call is exceeded, additional time shall be paid in fifteen (15) minute increments.*



Section 3.10(d) Any Technician who works overtime will be paid for all time scheduled as overtime.

Section 3.10(e) The first fifteen (15) minutes of overtime worked on any day shall constitute the minimum unit of overtime; overtime shall be paid in minimum units of fifteen (15) minutes.

Section 3.10(f) The Employer agrees that no Technician shall work excessive overtime; any complaint by such Technician or the Union shall be treated as a grievance subject to arbitration under ARTICLE II hereof. In determining what constitutes “excessive overtime” within the meaning of this Section, the Arbitrator shall consider the practice in the industry with respect to overtime and the unique requirements of the business.

Section 3.10(g) The following principles shall govern the administration of overtime under this Agreement:

- (i) The Employer has the right to schedule and require overtime work so long as it complies with the provisions of this Agreement governing scheduling and overtime pay.
- (ii) The Employer will continue its long-standing policy of making every reasonable effort to avoid requiring overtime work where the Technician involved has any good reason for objecting to such work.
- (iii) The Employer has no desire to force overtime work on any Technician who would prefer not to perform it. The requirements of the business are such that the right to do so within the limitations of this Agreement must be understood and maintained.

Section 3.10(h) Each local union may submit to the Employer a list of those Technicians who do not desire any overtime work. The Employer shall have the right to determine the number on each such list and to accept or reject the names for valid reasons. Once such list is established, the Technicians whose names appear on such lists shall not work any overtime. In order to accomplish the purposes of this provision, it may be necessary to transfer those Technicians whose names appear on the lists to assignments where no overtime is required. Each of these lists will be firm for a period of four (4) consecutive months but may be changed by mutual agreement between the Employer and the Union at the end of each such four (4) month period. All other Technicians will be subject to the provisions of Section 3.10(g).

Section 3.11 – Vacations.

Section 3.11(a) Staff Employees shall be given the following vacation with pay

each year, based on their seniority date with the Company:

<u>Length of Employment</u>	<u>Amount of Vacation</u>
<u>HIRE YEAR:</u>	
On or before March 31 <sup>st</sup> of current year	2 weeks (after 3 months service)
On or after April 1 <sup>st</sup> but prior to September 1 <sup>st</sup> of current year	1 week (after 3 months service)
On or after September 1 <sup>st</sup> of current year	None
<u>THEREAFTER:</u>	
On or before March 31 <sup>st</sup> of preceding year	3 weeks in year two
On or after April 1 <sup>st</sup> of preceding year	2 weeks in year two 3 weeks in year three
Year in which Technician completes 5 years of service	4 weeks
Year in which Technician completes 15 years of service	5 weeks
Year in which Technician completes 20 years of service	6 weeks

Vacation shall be deemed to cover all vacation and holiday provisions (except for the special provision of Section 3.12 hereinafter) and compensation.

Section 3.11(b) Any Technician leaving the CBS payroll shall receive vacation severance in accordance with the following schedule:

<u>Termination Date</u>	<u>Vacation Entitlement</u>
January 1 – March 31	25% minus days already taken and holidays not worked
April 1 – June 30	50% minus days already taken and holidays not worked
July 1 – September 30	75% minus days already taken and holidays not worked
October 1 – December 31	100% minus days already taken and holidays not worked

For purposes of this sub-Section (b), the holidays referred to herein are:

New Year's Day  
Martin Luther King Jr.'s Birthday (the third Monday in January)\*  
Presidents' Day (the third Monday in February)\*  
Memorial Day (the last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (the second Monday in October)  
Election Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Juneteenth\*\*

Section 3.11(c) Vacations at all locations may be scheduled by the Employer during the entire year.

Section 3.11(d) By mutual agreement any Technician may take a split vacation, but no Technician shall be compelled to take a split vacation.

Section 3.11(e)(1) Technicians shall exercise choice in order of their seniority of service as a Technician with the Employer, within the operational group to which the Technician is assigned – such as TV studio, radio studio, television maintenance, radio maintenance, TV Master Control, Radio Master Control, etc. (For vacation rules to take effect when the Radio Network staff in New York is reduced to twenty (20) or fewer, see Sideletter 17.) In Chicago, Los Angeles, and San Francisco, a Technician splitting a vacation under sub-Section (d) above may only exercise his seniority on the first choice and must then wait until all other Technicians have made their choice before he can select the remaining periods. Seniority shall then prevail on further selections until the completion of the vacation schedule. At Chicago, San Francisco and Washington, those Technicians who are Union Stewards shall have first choice of vacation periods in their respective order of seniority.

Section 3.11(e)(2) Notwithstanding any provision above, except for Television City and CND, for Technicians on crews regularly assigned to series television, it is recognized that the Company may assign up to two (2) vacation weeks during a time when the series on which they work is not producing. For those Technicians who are eligible for fewer than four (4) weeks of vacation pursuant to Section 3.11(a), such Technicians shall have no more than one (1) week affected in any vacation year.

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*\*Each Technician shall have the option of selecting either Martin Luther King Jr.'s Birthday or Presidents' Day as a holiday. The holiday shall be Presidents' Day, unless the Technician notifies management by December 1 of the preceding year that he wishes to take Martin Luther King Jr.'s Birthday as a holiday instead of Presidents' Day. \*\*Employees may substitute Juneteenth for any of the compensable holidays enumerated in Section 3.12 so long as they notify management by December 1 of the preceding year.*

Section 3.11(e)(3) Television City employees who currently receive five (5) weeks' vacation may be assigned up to two (2) weeks' vacation by the Company. The Company may assign the aforementioned vacation in the following manner: Of the two (2) weeks that may be assigned, five (5) consecutive days may be assigned for production reasons and five (5) days may be assigned for all Technicians at the discretion of management. The Company will notify employees when the vacation schedule is issued as to how three (3) of the five (5) discretionary days will be assigned. The Company shall give a Technician a minimum of sixty (60) days notice for the remaining two (2) discretionary days prior to assigning such vacation days.

An employee who receives four (4) weeks vacation, may be assigned up to five (5) days. Such days may be assigned in individual days and may be assigned for production reasons or for all Technicians at management's discretion.

During the year, should a show shift its production work week and a Technician voluntarily adjusts his vacation to follow the show, such adjusted work week shall be counted towards an assigned week for employees that receive either four (4) or five (5) weeks vacation. In addition, Technicians with four (4) or five (5) weeks vacation may elect to take up to two (2) weeks of vacation in ten (10) separate or combined vacation days.

Section 3.11(e)(4) In CND, CTS and COE New York, a Technician may elect to take two (2) weeks' vacation as ten (10) separate or combined vacation days. In order to do so, the Technician shall place an asterisk and his initials next to the two (2) weeks he has selected which he wishes to take as vacation days. The days will be scheduled by mutual consent of the Technician and management. At least ten (10) days prior to any day he wishes to take as a vacation day, he shall notify his manager, who may, within three (3) days of the request, deny the request; otherwise, the Technician may take the day(s) as requested vacation day(s).

It is understood that at least six (6) of the ten (10) days must be taken by September 30 of the vacation year, with the remaining four (4) days to be taken no later than December 15, unless the Technician and the Company mutually agree to extend this limit to December 31 of the vacation year. If the remaining four (4) days have not been requested by October 1 of the vacation year, the Company may unilaterally schedule any remaining days. It is further understood that for purposes of Section 3.04, the vacation day will be treated as a day off.

Section 3.11(e)(5) In Network Radio, while Radio will try to accommodate two weeks of vacation as days where a Technician has so elected, it is understood that due to the size of staffs and operational needs, it may not always be possible to do so. Therefore, if a Technician in Radio still has five or more individual days of vacation available to be taken in days by July 1 of each year, he shall, subject to the existing vacation schedule and management approval, schedule five days in a one-week block to be taken during the second half of the year.

Section 3.11(e)(6) In CSD, if a Technician wishes to take an individual vacation day at a time when otherwise he would be on an out of town multi-day assignment, he must take as individual days the number of days the assignment would be. By way of example, if a Technician wishes to take off Saturday of what would otherwise be a Friday/Saturday/Sunday assignment, he must take off all three days, unless mutually agreed otherwise between the Company and the Technician.

Section 3.11(f) Except as provided in Section 3.11(i), vacations must be taken in minimum units of one (1) week and shall start on the first working day after each Technician's days off. Where the Technician's days off have been changed subsequent to the posting of the vacation schedule, he may, at his option, retain the originally scheduled date for the start of his vacation, provided that said Technician notifies CBS of his desire to exercise said option immediately after he receives notice of the change in his days off.

Section 3.11(g) Vacation schedules shall be completed and posted thirty (30) days prior to the beginning of the vacation period as stated in sub-Section (c) above. Vacation schedules once posted may not be changed or altered without the consent of the Employer, the Local Union and all Technicians concerned in the change.

Section 3.11(h) No Technician may work for any reason during his vacation period. By mutual agreement between the Technician and the Company, Technicians may be scheduled to work the two (2) days off preceding and two (2) days off following his vacation. All time worked by a Technician during the two (2) days off preceding and two (2) days following his vacation shall be paid at time and one-half (1 ½) plus additional half-time. The Company agrees to e-mail the applicable Union office a notification of any mutual agreement in advance.

#### Section 3.12 – Holidays.

Any Technician who does not receive the day off with full pay but is required to work on New Year's Day, Martin Luther King Jr.'s Birthday or Presidents' Day (as selected by the Technician)\*, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day shall receive, in addition to any other payment which may be due him for such work, an amount equal to additional one-half time for all hours so worked (but in no event shall such compensation be for less than eight (8) hours), and one of his regular work days shall be scheduled as a day off (with straight time pay for eight (8) hours). If any holiday falls on a Technician's regular day off, he shall receive no compensation for such holiday except that one of his subsequent regular work days shall be scheduled as a day off (with straight time pay for eight (8) hours).

All compensatory days off specified in this paragraph, except when a holiday falls on a Technician's regular work day and he is granted the day off (with pay for eight (8) hours), must be contiguous to such Technician's regular days off unless otherwise mutually agreed to by the Technician and the Employer. In no event shall any Technician be scheduled or permitted to work on any such compensatory day off when it has been selected and scheduled. The Employer will make every reasonable effort to avoid requiring a Technician to work on either of his days off when a compensatory day off is contiguous to those days off. A Technician may take his compensatory day off on the following basis:

Section 3.12(a) During the first ten (10) days following the occurrence of the

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*\*Each Technician shall have the option of selecting either Martin Luther King Jr.'s Birthday or Presidents' Day as a holiday. The holiday shall be Presidents' Day, unless the Technician notifies management by December 1 of the preceding year that he wishes to take Martin Luther King Jr.'s Birthday as a holiday instead of Presidents' Day.*

holiday, the Technician may notify the Company that he wishes to take such day off at a date up to one (1) year after the holiday. The Company shall make every reasonable effort to honor such request in accordance with operational requirements.

Section 3.12(b) If the Technician has not given the notice described in (a), he shall request and be given such day off within ninety (90) days of the occurrence of the holiday. The Company shall make every reasonable effort to honor such request in accordance with operational requirements.

Section 3.12(c) If the Technician has neither given the notice described in (a) nor taken the day off as described in (b), the Company must designate and give such day off within sixty (60) days after the expiration of the ninety (90) day period described in (b).

In no event, however, shall a compensatory day off be scheduled more than one (1) year after the occurrence of the holiday. The Technician shall be notified of the scheduling of a compensatory day off by two (2) weeks' notice.

If one or more of the above holidays falls during a Technician's vacation, an extra day or days shall be added to his vacation, in observance thereof or, at the Technician's option, he may elect to take a compensatory day off at a later date, subject to the rules set forth above.

It is agreed that the Company and a Technician may mutually agree that the Technician will receive, in lieu of a compensatory day off, eight (8) (ten (10) in the case of employees working a 4/10 schedule) hours straight time pay. This option shall be available for a maximum of three (3) compensatory days off per year (in addition to the compensatory day mentioned in the prior paragraph), irrespective of the manner in which such compensatory days off were earned.

Section 3.12(d) In addition to the above, for compensatory days off earned on or after January 1, 2022, if the conditions in Section 3.12(a), (b) or (c) are not met within a year of the holiday worked, the Company will pay the Technician for up to an additional three (3) compensatory days (eight (8) (ten (10) in the case of employees working a 4/10 schedule) hours per compensatory day) at straight time.

(The explanatory chart appended to this Agreement is in accordance with the foregoing agreement.)

#### ARTICLE IV

##### Section 4.01 – Supervisors, Technical Directors and Assistant Supervisors.

Section 4.01(a) The Employer agrees to maintain in its employ at least three (3) Supervisors in Washington, D.C. and in each city in which it has a standard commercial broadcast station covered by this Agreement, except that where the Employer does not have a television station (San Francisco and St. Louis at the time of execution of this Agreement), the Company agrees to maintain in its employ at least one (1) Supervisor.

Section 4.01(b) All provisions of this Agreement affecting the working conditions of Technicians shall apply to Assistant Supervisors, Technical Directors and Supervisors.

Assistant Supervisors, Supervisors and Technical Directors may perform work which is outside the scope of the work jurisdiction described in this Agreement and which may be of a general routine and clerical nature, such as the maintenance of records, including discrepancy reports.

In addition, Assistant Supervisors, Supervisors and Technical Directors may be assigned to perform duties which may be supervisory in nature and which may specifically include the creating of work schedules, the reporting to management of facts relating to the attendance, punctuality or job performance of Technicians, and, upon the request of management, advising regarding appropriate action.

Technicians who are assigned to Assistant Supervisor, Technical Director and Supervisor positions on a regular basis and who actually supervise Technicians shall be given training determined to be appropriate by the Company. Such training may include supervisory techniques, evaluation procedures, human relations, sensitivity training, communications or other subjects the Company deems appropriate in any particular case. Those Technicians who are assigned to said positions but are not responsible for supervising Technicians may also be given such training.

Section 4.01(c) Any Technician designated as Technical Director (and in CSD, Supervisor and Assistant Supervisor) shall be responsible for the technical performance of the entire group of Technicians assigned to him for a particular rehearsal and/or air show. This shall include the technical supervision of the cameramen, boom men, pushers, video control, audio, switching, sound effect and microwave Technicians. In the furtherance of the above he will assign each member of his crew to the jobs that they can most acceptably perform for the best technical result on any given show.

It is his responsibility to see that good technical standards and engineering practices as set forth by Technical Operations and the Engineering Department are adhered to in the operation of Technicians assigned to him and in the utilization of equipment in his care. He shall determine the correct level of lighting necessary for good signal-to-noise ratio and an acceptable picture quality. Nothing herein shall interfere with the jurisdiction of the Lighting Director, where such employee is assigned to the program.

In the absence of higher technical authority, he shall determine the acceptability for use of technical equipment or methods, as in electronic special effects-visual or aural-or mechanical effects causing technical difficulties. Such determinations shall be reasonably executed in the light of a full understanding of the artistic effects desired in any particular instance and the dictates of good engineering standards as defined hereinabove.

The Technical Director shall be held blameless for any technical faults arising out of any situation in which his decision in any operating area has been overruled. In any case, however, the final responsibility for any program operation rests with the Program Director and/or

Producer and, if differences of opinion should arise, the Program Director's instructions will be accepted as final.

It is the responsibility of the Technical Director to insure the delivery of facilities wherever possible regardless of technical difficulties, and to protect the interests of CBS in such situations by arrangements for the granting of additional fax time to compensate clients for time lost, where this is possible or practicable. Where it is necessary to assign additional time to his personnel, it shall be his responsibility to clear such with Technical Operations, except in emergencies.

He shall, upon request, serve as liaison between the director and between the agency and/or client and the technical personnel assigned to him for any particular rehearsal and/or air show.

Whenever required, he shall be in attendance at conferences with production people to familiarize himself with the format and/or any special requirements of a particular program.

He shall keep a proper record of the time of the Technicians assigned to him and any schedule changes affecting any member of the crew shall be made through him. This duty shall include the keeping of time cards or other schedules required by the Employer. He shall assume responsibility for the signature and transmission of same to the men involved. He shall be advised when any changes are to be made in the personnel of his normal crew.

He shall, in the absence of a maintenance supervisor, supervise any emergency maintenance which becomes necessary in order to insure delivery of facilities.

He shall act as mediator between all the technical personalities involved, in order that the least friction may result and that the harmony of the crew as a unit shall be preserved, to the end that a harmonious relationship shall exist among the Technicians, directors and producers.

A Technical Director shall be assigned to each TV studio crew and TV remote crew and shall be present at all fax rehearsals (including audio rehearsals, but excepting those involving orchestral balances and rehearsals, orchestral audio recordings, audio tests, audio tape playbacks, audio spot recordings, turntable tests and P.A. Tests) closed circuit programs and in the studio for all TV recordings and air shows. However, a Technical Director need not be assigned to operations consisting of announcements or inserts in a film or recorded program or to simple programs where only one studio camera is utilized.

Section 4.01(d) At New York and Los Angeles, there shall be at least one (1) Supervisor on duty in the TV Transmission Area during all network transmission hours. At WBBM-TV "Central Control," KCBS/KCAL-TV "Central Control" and the "Central Technical Area" at New York there shall be at least one (1) Supervisor on duty during all operating hours. The above shall not be construed as requiring the substitution of a Supervisor where the regularly assigned Supervisor on duty is absent for short periods during the day (not to exceed a total of three (3) hours), such as meal periods and rest periods. Supervision within the meaning of this



paragraph requires that the Supervisor be available for purposes of supervision within the operating areas at the particular location involved.

At New York and Los Angeles, those Technicians assigned to Television Network Master Control or the equivalent area, such as the TV Transmission Area at New York, shall be designated as and paid at the rates applicable to Assistant Supervisors. In no event shall this obligation extend to more than one (1) area at each of these locations.

Section 4.01(e) At New York there shall be at least one (1) Assistant Supervisor for the group of Technicians employed in editing and cutting news film.

Section 4.01(f) At New York and Los Angeles, there shall be at least one (1) Supervisor and in Washington, D.C. at least one (1) Assistant Supervisor employed in the Network VTR rooms.

Section 4.01(g) At WCBS-TV, WBBM-TV and KCBS/KCAL-TV, there shall be at least one (1) Supervisor and one (1) Assistant Supervisor employed in the ENG operation.

Section 4.01(h) Those Technicians assigned to MDC P.C. rooms at Broadcast Center shall be designated as, and paid at the rates applicable to, Supervisors. Section 4.02 – Performance of Work in Higher Pay Groups.

Except for filling in for meal periods, breaks or other brief periods (not to exceed a total of three (3) hours), any Technician who is assigned to perform the work of an Assistant Supervisor, Technical Director or Supervisor shall receive the higher rate of pay for all time spent in the performance of such work and, in no event, for any period less than one (1) day.

#### Section 4.02 – Performance of Work in Higher Pay Groups.

Except for filling in for meal periods, breaks or other brief periods (not to exceed a total of three (3) hours), any Technician who is assigned to perform the work of an Assistant Supervisor, Technical Director or Supervisor shall receive the higher rate of pay for all time spent in the performance of such work and, in no event, for any period less than one (1) day.

#### Section 4.03 – Temporary and Per Diem Employees.

Section 4.03(a) The Company may utilize Temporary Technicians, who are employed on a weekly basis.

The Company agrees that it will not lay off a staff Technician for the purpose of replacing him in the performance of his normal functions with a Temporary Employee.

Section 4.03(b) Any Technician on layoff at that location shall be given consideration for such temporary employment, provided that, in the sole judgment of the Company, he has the ability and qualifications to perform the work available. No individual, including a Technician on layoff, employed as a Temporary Technician may be used in such

capacity for a period exceeding fifty-two (52) cumulative weeks out of a one hundred four (104) week period, and no individual, including a Technician on layoff, employed as a Temporary Technician shall accrue any seniority (It is understood that by written agreement of the Technician, the Union and the Company, such time limits may be exceeded.) In lieu of benefits the Company will contribute twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the "Entertainment Industry 401(k) Plan" and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%) effective April 28, 2024] contribution to the "Entertainment Industry Flex Plan." It is also understood that the Company will deduct from an employee's paycheck additional amounts (on gross pay), on a pre-tax basis, which the employee may wish to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such contributions. Further, the Company agrees to accrue vacation pay at the rate of four percent (4%) of base pay and pay same to the Temporary Technician at the conclusion of his employment.

Section 4.03(c) CBS may employ special Temporary Technicians for construction purposes only for a period up to six (6) months or for the duration of the project, whichever is greater. Those Technicians employed for construction purposes only on a temporary basis, shall receive the special rate of pay set forth in Section 3.09 of this Agreement.

Section 4.03(d) A Technician shall not be entitled to any seniority by the reason of having been employed as a Temporary Technician, except for wage purposes. In the event a Temporary Technician becomes a regular Technician without interruption of service, such Technician shall be given seniority credit for vacation, as well as wage purposes from the date the Technician began such uninterrupted service.

Section 4.03(e) CBS may employ Technicians on a per diem basis (herein referred to as "per diems") as provided in Sideletter 14.

Section 4.03(f) If a Temporary Technician is employed for fifty-two (52) cumulative but non-consecutive weeks in a one hundred four (104)-week period, he may not work again as a Temporary Technician until the conclusion of the one hundred four (104)-week period, unless such time limits have been extended as described in Section 4.03(b).

Section 4.03(g)(1) If a Temporary Technician is employed for fifty-two (52) consecutive weeks, the Company shall determine whether to terminate the Temporary Technician's employment, in which case he may not work again as a Temporary Technician for CBS for a fifty-two (52) week period, or to make the Temporary Technician a staff Technician or a 4.03(g) Technician, unless such time limits have been extended as described in Section 4.03(b). The Company shall have the option of making a Temporary Technician a 4.03(g) Technician at any time, or to hire an individual as a 4.03(g) Technician.

Section 4.03(g)(2) A 4.03(g) Technician shall be treated as a staff Technician in all respects, except that the following Sections of the Agreement shall not apply:

- 5.01 Probationary Period
- 5.02 Seniority
- 5.03 Layoffs & Rehires
- 5.06 Transfers to Other Work

Section 4.03(g)(3) It is understood that 4.03(g) Technicians may perform any of the functions of a staff Technician without restriction.

## ARTICLE V

### Section 5.01 – Probationary Period.

Section 5.01(a) During the first ninety (90) days of any Technician’s employment, he shall be on probation, and the Employer may terminate his services at any time during the probationary period upon one (1) week’s notice. During the period of probationary employment such Technicians shall work under the conditions and receive not less than the minimum rate of pay provided in this Agreement.

Section 5.01(b) Technicians who have not completed their probationary period prior to layoff and who are subsequently re-employed shall be credited with all time accumulated prior to the layoff so that the probationary period does not exceed ninety (90) days in the aggregate.

### Section 5.02 – Seniority.

Within the jurisdiction of each Local Union, the seniority of all employees covered by this Agreement shall be determined as follows:

Section 5.02(a) The seniority of each Technician (except as provided in Section 5.02(e) for purposes of layoff and recall shall start as of the date that each Technician was employed by the Employer to perform work as specified in Section 1.03 hereof, except that the seniority date for those Assistant Technicians reclassified as a result of this Agreement shall be October 1, 1969.

Section 5.02(b) At San Francisco, all Technicians presently on the staff will be credited with seniority from the date of their initial employment with KQW or KCBS, as the case may be.

Section 5.02(c) At Chicago, all Technicians presently on the staff of WBBM-TV will be credited with seniority from the date of their initial employment with WBKB or WBBM-TV, as the case may be.

Section 5.02(d) At Washington, all Technicians presently on the staff will be credited with the seniority shown on the mutually certified seniority list.

Section 5.02(e) For the purposes of layoff and recall, the seniority of each Technician shall start as of the date he is hired by or transfers into one of the following operational components: CBS radio network, CND, COE/CSD or CTS. (Not all components exist in all cities.). In addition, each CND News Bureau shall constitute its own seniority unit for layoff and recall purposes. In the case of a Technician who transfers from one of the listed operational components to another, for a period of two (2) years after such a transfer, if there is a layoff in the component to which he has transferred, he shall retain in the operational component from which he transferred the seniority he had on the date of the transfer, and if such seniority is sufficient, he may return to the operational component from which he transferred. At the conclusion of two (2) years after such a transfer, the Technician will be credited in his current operational component with all seniority accrued to date in all operational components where he may have worked since his last date of hire with CBS in the same city.

#### Section 5.03 – Layoffs and Re-hires.

Section 5.03(a)(1) All layoffs shall be in inverse order of seniority provided that individuals who are classified as maintenance Technicians may be protected from layoff irrespective of seniority. However, no individual hired as a Technician before October 1, 1987, and who has worked continuously as a Technician for the Company since October 1, 1987 may be laid off out of seniority. The Company may protect those maintenance Technicians hired on or after October 1, 1987, from layoff based upon the Company's assessment of skills and ability, as well as Company needs at the time of the layoff. Prior to each layoff the Company will notify the Union of the maintenance Technician(s) to be protected from that layoff.

Any Technician who is laid off shall receive three (3) weeks' notice of such layoff or three (3) weeks' pay in lieu of such notice. A Technician who is laid off out of seniority as the result of the Company's exercise of its right to protect persons on the affected seniority list (which Technician would not have been laid off if the layoff had been in strict inverse order of seniority) will receive an additional one hundred percent (100%) of the amount of severance pay to which he is entitled pursuant to Section 5.11.

Section 5.03(a)(2) In addition to the layoff procedure described above in Section 5.03(a)(1), the Company may utilize the following layoff procedure no more than once per calendar year in each seniority unit in each city: It is agreed that, if the Company in the exercise of its business judgment deems a layoff to be necessary, it shall determine the number of Technicians to be laid off. Layoffs shall be in inverse order of seniority. The Company may lay off up to an additional thirty-five percent (35%) of the number it has determined it needs to layoff, and re-hire from the total complement of laid off staff Technicians the number in excess of the number initially determined it needed to lay off, as 4.03(g)'s, based upon its determination of its needs and its assessment of the skills and abilities of the laid off staff Technician.

Section 5.03(b) Subsequent to any layoff, should any vacancies in the staff of Technicians occur within a period of three (3) years, those Technicians on staff as Technicians or on layoff status from a Technician position as of August 1, 1963, shall be re-employed prior to the employment of any new Technicians. Any Technician whose initial date of employment as a Technician is subsequent to August 1, 1963, shall, for the first five (5) years of his employment,

retain rehire rights in the event of layoff for a period of one (1) year from the date of such layoff and after five (5) years of employment, acquire and retain the right to rehire in the event of layoff, for a period of two (2) years from the date of such layoff.

#### Section 5.04 – Transfers.

CBS will not discriminate in matters of transfer, working hours, or assignments against any Technician because of anything said, written or done in furtherance of the policies and aims of the Union. CBS shall not transfer to a different operating group, department or section without the consent of the Local Union Business Manager those Union Shop Stewards or Union Officials specified by name on a “Steward/Official Transfer List.” Such list shall contain not more than the number of names in the categories specified below and shall be submitted to the Company at intervals of not less than six (6) months. During such intervals the “Steward/Official Transfer List” shall not be altered or modified in any manner. The combined total of Union Shop Stewards and Union Officials shall not exceed the following numbers: In New York ten (10); in Los Angeles six (6); in Chicago two (2); in St Louis one (1); in Washington, D.C. two (2); in San Francisco one (1). In the event a Local Union Business Manager refuses to consent to any transfer, such refusal shall be submitted to the Company in writing enumerating those reasons upon which such decision is based. Any refusal to consent to such a proposed transfer may be submitted directly to arbitration without regard to the grievance procedure set forth in the Agreement. In any such arbitration, the arbitrator shall be empowered to determine only whether the transfer was proposed for the purpose of discriminating against the Technician because of anything said, written, or done in furtherance of the policies or aims of the Union. In the event the arbitrator determines that the transfer was not proposed for any of the above reasons, the Company may effectuate the transfer.

#### Section 5.05 – Transfers to and from other CBS Stations.

CBS agrees not to transfer any Technician for any period in excess of ninety (90) days to work outside the jurisdiction of the Local Union of which he is a member without such Technician’s consent.

In the event of any such transfer, the seniority status of the Technician transferred shall, for pay purposes only, be based upon his length of service as a Technician with the Employer. Any Technician who desires a transfer from one facility to another within the same Local Union’s jurisdiction shall notify the Company and the Union of such desire in writing. The Company shall give good faith consideration to such request.

#### Section 5.06 – Transfers to Other Work.

In the event that a Technician terminates his employment as a Technician and transfers out of the bargaining unit, such Technician shall lose all seniority under this Agreement, except that a Technician who accepts a position in CBS management will retain, for a period not to exceed six (6) months, the seniority he had accrued at the time he accepted such management position, and the right of returning to a position as a Technician. Each Technician is limited to one (1) such period. It is agreed that during the period described above, the individual will not

be utilized by CBS to do any task reserved exclusively to Technicians in the Agreement during any period of time in which there is a strike or a lock out.

#### Section 5.07 – Leaves of Absence.

Section 5.07(a) Leaves of absence may be granted for a period not to exceed six (6) months, upon written application by any Technician stating reasons therefore and approval of management, and if the leave is for a month or more the approval of the Local Union involved, provided that no Technician shall apply for a leave of absence primarily to enable him to solicit or accept employment with another Company.

Section 5.07(b) An approved copy of the formal leave of absence will be furnished to the Technician. A leave of absence may be extended upon approval of the management of the particular station and the Local Union involved.

Section 5.07(c) Upon the return of a Technician from a leave of absence, he shall be re-employed in the position and with the seniority rights held immediately preceding such leave.

Section 5.07(d) Any Technician ordered to military duty shall be granted a leave of absence, without pay, for such period of time as he may be required for such duty, provided that this provision shall not apply to probationary Technicians. Upon his return from such service, if he is eligible for re-employment under the terms of the Universal Military Training and Selective Service Act, he shall be credited for all purposes with all time spent in such military service. If such leave is for a period exceeding two (2) months, his vacation shall be pro-rated, with credit for any portion of the year during which he was on the Employer's payroll. For all other purposes under this Agreement, his period of service with the Armed Forces shall be included in determining his seniority as required by law.

Section 5.07(e) Any Technician who is a member of a military reserve component and has mandatory training obligation shall be granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event the Employer will pay to such Technician the difference, if any, between his military pay and the pay which he would have received if he had continued within the service of the Employer for such period.

Section 5.07(f) For the conduct of Union business in connection with the broadcasting industry only and upon written request of the Union, any Technician shall be granted a leave of absence without pay for a period not to exceed six (6) months. Any such leave may be extended for an additional period of six (6) months by mutual agreement. In computing any Technician's seniority for all purposes, such leaves of absence shall be credited as time worked.

Section 5.07(g) Any Technician selected for a position with the Union which takes him away from his work with CBS for a period greater than six (6) months shall, upon written request from the Union, receive a leave of absence for the period of his services with the Union,

but in no event in excess of an additional forty-two (42) months. Upon his return the Technician shall be re-employed in the position he held prior to beginning his leave of absence or to a position generally similar to that in which he was employed at such time with full seniority status. The Technician must apply for reinstatement within thirty (30) days after leaving the employ of the Union.

Section 5.07(h) Leave of absence for emergency reasons may be granted at the Employer's discretion without pay and without loss of seniority.

Section 5.07(i) If the Employer agrees to grant a leave of absence without pay of thirty (30) days or less, such leave of absence will be without loss of seniority.

#### Section 5.08 – Sick Leave.

Technicians shall have eight (8) sick days with the ability to convert two (2) days to “flex” days. Flex days may be used for sickness or for reasons other than sickness. All other terms and conditions of Company Policy for sick leave still apply. Sick days and flex days may not be carried over except in California, where flex days only may be carried over; however, if flex day(s) is/are carried over into the following year, the Technician will only earn new flex day(s) if such carryover day(s) are used in the following year. Current CBS policy provides that CBS shall keep his position open for him for at least six (6) months; provided, however, that as a condition of the foregoing CBS may, in its discretion, require a physician's certificate as to the existence or continuance of such illness or disability. CBS agrees that a Technician on sick leave shall continue to accrue seniority under this Agreement for all purposes except that the period of time during which such Technician is on leave without pay may not be credited or accrued under the CBS Combined Pension Plan.

#### Section 5.09 – Jury Duty.

Technicians shall be covered by the Company's policy concerning jury duty. To the extent permitted by Company policy, management has the discretion to approve exceptions to jury duty limits in situations involving unusual hardships.

#### Section 5.10 – Discharges.

Section 5.10(a)(1) The Employer shall have the right to discharge any Technician for just cause and shall give notice in writing to the Technician and to the Union stating in writing the reason for such discharge. Such notice of discharge shall be given the Technician being discharged not less than two (2) weeks prior to the termination of his employment or, in lieu of such advance notice, the Employer will pay such Technician two (2) weeks' salary. The parties specifically agree that included, inter alia, within the meaning of just cause is “unsatisfactory performance”. For purposes of discharge under this Agreement, “unsatisfactory performance” means inability or unwillingness to perform the particular work required by the Company.

Section 5.10(a)(2) Special Provision for 4.03(g) Technicians. (i) For 4.03(g)

Technicians who have been employed as 4.03(g) Technicians for less than ten (10) years: 4.03(g) Technicians may not be terminated for arbitrary and capricious reasons. Unless the termination is for dishonesty, drunkenness, substance abuse, gross insubordination, violation of Company policy, or where the Union has required the termination for non-payment of dues or fees, a 4.03(g) Technician who has been employed as a 4.03(g) Technician for two (2) years or longer shall be entitled to a two-step disciplinary procedure. The first step shall consist of a written warning and/or suspension, and the second step shall be termination. (It is agreed that in cases where the Company deems it appropriate, the Company may provide a 4.03(g) Technician with more than the two steps. Should the Company do so, the Union agrees that neither it nor any Technician may refer to the Company's having done so in any proceeding involving the same or different Technician(s).) 4.03(g) Technicians who have been 4.03(g) Technicians for five (5) years or longer shall be entitled to a three-step disciplinary procedure. The first step shall consist of written warning and/or suspension, the second step shall consist of a final written warning and/or suspension, and the third step shall be termination. (It is agreed that in cases where the Company deems it appropriate, the Company may provide a 4.03(g) Technician with more than the three steps. Should the Company do so, the Union agrees that neither it nor any Technician may refer to the Company's having done so in any proceeding involving the same or different Technician(s).) For this purpose, any time as a Temporary Technician or as per diem shall not count.

(ii) The Employer shall have the right to discharge 4.03(g) Technicians who have been employed as 4.03(g) Technicians for ten (10) years or longer for just cause and shall give notice in writing to the 4.03(g) Technician and the Union stating in writing the reason for such discharge. Such notice of discharge shall be given to the Technician being discharged not less than two (2) weeks prior to the termination of his/her employment or, in lieu of such advance notice, the Employer will pay such Technician two (2) weeks' salary. The parties specifically agree that included, inter alia, within the meaning of just cause is "unsatisfactory performance." For purposes of discharge under this Agreement, "unsatisfactory performance" means inability or unwillingness to perform the particular work required by the Company.

Section 5.10(b) If the Union believes any discharge to be unjustified, the matter shall be considered a grievance and be handled as provided in ARTICLE II of this Agreement; the arbitrator, in cases where it is determined in accord with the provisions of Section 2.03 that a Technician has been unjustly discharged, may make an appropriate award to such Technician for all time lost, subject to the provisions of ARTICLE II.

Section 5.10(c) It is agreed that when any complaint is received against any Technician which the Employer deems to be of sufficient importance to be made a permanent part of the record of such Technician, a written copy of such complaint will be forwarded to the Local Union and the Technician involved within ten (10) days after its receipt. Upon the request of the Union after the receipt of such complaint the Employer will, within ten (10) days, arrange for a joint meeting to be attended by the complainant, the Technician affected and representatives of the Union and the Employer. It is understood that unless this procedure is complied with, no such complaint will be recognized as a basis for any disciplinary action.



Section 5.11 – Severance Pay.

In the event of any layoff, or discharge, except for dishonesty, drunkenness, substance abuse or gross insubordination, or where the Union requires a discharge for non-payment of dues CBS will pay severance pay as follows:

0 – 1 month service	no severance
1 – 3 months' service	1 week's pay
3 – 6 months' service	2 weeks' pay
6 – 12 months' service	3 weeks' pay
12 months to 2 years' service	4 weeks' pay
2 – 3 years' service	5 weeks' pay
3 – 4 years' service	6 weeks' pay
4 – 5 years' service	7 weeks' pay
5 – 6 years' service	8 weeks' pay
6 – 7 years' service	9 weeks' pay
7 – 8 years' service	10 weeks' pay
8 – 9 years' service	12 weeks' pay
9 – 10 years' service	13 weeks' pay
10 years' service	15 weeks' pay
11 years' service	16 weeks' pay
12 years' service	17 weeks' pay
13 years' service	18 weeks' pay
14 years' service	19 weeks' pay
15 years' service	20 weeks' pay
16 years' service	21 weeks' pay
17 years' service	22 weeks' pay
18 years' service	23 weeks' pay
19 years' service	24 weeks' pay
20 years' service and over	25 weeks' pay

An employee must execute a general release on a form designated by the Company to receive any severance pay.

Where a Technician has been laid off and is subsequently re-hired he shall start accruing severance pay credit from the date of such rehire.

If a Technician subject to layoff accepts other employment in a staff position with CBS, severance pay shall not be payable. If a Technician on layoff is re-hired as a Technician before he has been on layoff for a number of weeks equal to the number of weeks for which he has received severance pay, CBS shall be entitled to recoup the difference by offset against salary. In any such case, the Technician so re-hired shall retain credit for severance pay purposes for the number of weeks so recouped.

Section 5.12 – Insurance Benefits.

Section 5.12(a) Life Insurance - The Employer agrees to continue coverage of Technicians under the ViacomCBS Life and Accident Plans on the same basis as other CBS employees generally.

Section 5.12(b) Medical Insurance - Coverage under the ViacomCBS Medical Plan shall be continued on the same basis as other CBS employees generally. Technicians shall pay the same share of medical coverage for themselves as is generally charged to participants. Any Technician who elects dependent coverage shall pay the same amount for dependent coverage as is generally charged to participants.

Section 5.12(c) Travel Insurance – Technicians shall be covered by the Company’s Business Travel Accident Insurance Plan in accordance with the ViacomCBS Life and Accident Plans.

Section 5.12(d) Long Term Disability Insurance – Technicians shall be eligible to participate in the ViacomCBS Long Term Disability Insurance Plan on the same basis as CBS employees generally.

Section 5.12(e) Dental Plan – Technicians shall be eligible to participate in the ViacomCBS Dental Plan on the same basis as CBS employees generally.

Section 5.13 – Employee Flexible Spending Account (FSA) Plan.

Technicians shall be eligible to participate in the ViacomCBS Flexible Spending Account (FSA) Plan under the same conditions as apply to other CBS employees.

Section 5.14 – ViacomCBS 401(k) Plan.

Technicians shall be eligible to participate in the ViacomCBS 401(k) Plan under the same conditions as apply to other CBS employees now eligible to participate in the Fund.

Section 5.15 – Bereavement (Death in Family).

Technicians shall be eligible for bereavement leave in accordance with Company policy.

Section 5.16 – Maternity Leave - Paternity Leave.

Section 5.16(a) Maternity Leave – Technicians shall be eligible for maternity leave in accordance with Company policy.

Section 5.16(b) Paternity Leave – Technicians shall be eligible for paternity leave in accordance with Company policy.

Section 5.17 – Union Provided Company Policies.

The Company agrees to provide the International Office of the IBEW, and Locals 45, 1212, 4, 1220 and 1200 with a copy of the policies which apply to Technicians.

Section 5.18 – ViacomCBS Global Business Practices Statement.

The Company’s policy on ViacomCBS Global Business Practices Statement shall apply to Technicians.

Section 5.19 – Drug Testing.

The Company’s policy on drug testing shall apply to Technicians.

Section 5.20 – CBS Combined Pension Plan.

The CBS Combined Pension Plan shall apply to Technicians hired prior to April 1, 1999. Employees hired, rehired or acquired after March 31, 1999 are not eligible for the CBS Combined Pension Plan. [The accrued vested benefits of Participants under this Plan were frozen effective December 31, 2020. Participants are not earning any additional salary or service credits beyond December 31, 2020 for the purpose of determining the amount of benefits payable under the Plan.]

Section 5.21 – CBS Fund the Future Stock Restricted Share Unit Program.

The CBS Fund the Future Stock Restricted Share Unit shall apply to Technicians. [This plan was suspended as of December 31, 2021. Participants will continue to vest in their previous Fund the Future grants in accordance with the vesting schedule applicable to such awards.]

## ARTICLE VI

Section 6.01 – Safety Precautions.

Section 6.01(a) For reasons of safety, no Technician at any transmitter of 1 kw or over will be permitted to:

- (i) do any transmitter work on after hours testing, remodeling or maintenance, or
- (ii) do any work during operating hours which requires him to be inside the transmitter enclosure, unless in each case another Technician or another CBS engineering employee is present.

Section 6.01(b) Reasonable automatic safety devices will be installed in cases where it is mutually agreed between the Union and the Employer that such devices are necessary.

Section 6.01(c) A safety committee composed of local CBS and Local Union representatives shall make a quarterly tour, except of any places where the Employer reasonably

deems secrecy is essential; in such places the Union representatives on such committee shall consist only of IBEW technicians regularly working at such places.

Section 6.01(d) Technicians will not be required to climb or work at heights in excess of twenty-five (25) feet above floor, roof top or ground.

#### Section 6.02 – Working Conditions.

Section 6.02(a) Technicians may be required to maintain records deemed necessary by the Company, including but not limited to accounting records and time records. Such records may be maintained in writing, electronically or by any other method. The Company may install time clocks (mechanical, computerized or electronic) in all or certain locations and/or departments. Where such time clocks are installed, Technicians must use them as designated by the Company.

Section 6.02(b) Operating errors occurring when a Technician is required to perform more than one function at the same time shall not be charged against his record, unless the circumstances involved in a particular situation and a common sense evaluation of the demands upon the Technician are determined to warrant such action.

Should any Local Union complain that any Technician is being required to perform more operations or functions than are reasonable under the circumstances, such complaint shall be subject to the grievance and arbitration provisions of ARTICLE II.

Section 6.02(c) In “blind” operations, where the Technician assigned cannot see performers and/or announcers, such Technicians shall not be penalized for errors occurring as a direct result of such “blind” operations.

Section 6.02(d) It is the intention of the parties that no Technician shall be required to do any work on his own time. For the purposes of this sub-Section the preparation of equipment, operating of equipment, clean-up of equipment, as well as time involved when a Technician is required to obtain and consult working logs and schedules, shall be treated as “work.” “Cleanup,” as used herein, includes cleanup or putting away of equipment and checking schedules. It is understood that overtime worked for cleanup shall not result in the payment of any meal period, other overtime and/or penalty, provided this scheduled cleanup period does not exceed fifteen (15) minutes.

Section 6.02(e) All Technicians required to perform work of a nature requiring protective clothing shall be furnished coveralls or appropriate clothing by the Employer.

Section 6.02(f) After ten (10) hours of driving a Company technical vehicle on an over-the-road long-haul basis and arriving at the final destination, the driver of such vehicle shall not be assigned to any further work that day.

Section 6.02(g) Employees shall not be penalized in any way nor shall their right to work or working opportunities be jeopardized by refusal to perform work which is hazardous.

Flights in chartered planes which are duly licensed to carry passengers for public hire shall not, per se, be considered hazardous within the meaning of this paragraph.

Section 6.02 (h) A Technician will receive a bonus payment of \$50.00 for shooting video, recording sound, or operating microwave equipment: while riding upon the roof of (or strapped to, or held upon, the exterior of) a moving automobile or truck; or while riding aboard a moving motorcycle; or while flying in a chartered helicopter; or while traveling aboard a submerged submarine; or while breathing through scuba apparatus during an underwater dive. In all instances or combinations of instances, the bonus payment(s) shall be limited to \$100.00 per day.

#### Section 6.03 – Licenses.

Section 6.03(a) All Technicians shall be required to keep in effect whatever applicable FCC license(s) they possess, as a condition of continued employment.

Section 6.03(b) Any Technician who holds a New York State CDL or the equivalent license under the laws of any other jurisdiction, shall be required to keep such license in effect as a condition of continued employment. This provision shall not apply in any case where physical disability or any other cause beyond the reasonable control of the Technician makes it impossible for the Technician to continue the license in effect.

Section 6.03(c) A Technician assigned to news operations shall maintain a valid driver's license. However, a Technician who does not hold a valid driver's license as of July 1, 1997 shall not be required to obtain one. Since nothing herein shall in any way restrict or limit the Company's right to assign Technicians as it requires, the Company may decline to transfer to news operations a Technician who does not hold a valid driver's license.

### ARTICLE VII

#### Section 7.01 – Air Credits.

On all television programs produced by the Employer to which air credit is given to anyone other than the producer, director, members of the cast, writer and set designer, air credit shall be given to the Technical Director, subject to the following:

Section 7.01(a) The character and placement of any such credit is to be within the discretion of the Employer.

Section 7.01(b) On programs broadcast more than once per week to which the same Technical Director is assigned, credit need be given only once each week.

With respect to programs not produced by the Employer, CBS agrees that if the producer of any such program desires to give credit to the Technical Director, CBS will interpose no objection.

Section 7.01(c) The audio men (in no case more than one) shall receive air credit subject to the same conditions and limitations as those governing credit to the Technical Director.

Section 7.01(d) On kinescope recordings and video tape recordings produced by the Employer an IBEW “bug” or label will be displayed.

#### Section 7.02 – License Fees

With respect to those projectionists who have been in the employ of the Employer for one (1) year or more, and who are required by any applicable municipal ordinance or state law to obtain projectionists’ licenses as a necessary condition to the performance of their duties, the Employer agrees to reimburse said projectionists for the cost of any such license fees.

#### Section 7.03 – On-Camera Appearances.

Planned on-camera appearances of Technicians (except panoramic shots, incidental shots of Technicians in the audience, Cooperative Areas, studio or technical area, or in a newsroom, and appearances for the purpose of greetings or congratulations) shall be paid for at the applicable SAG-AFTRA General Background Actor rate. In no event shall pay be required for accidental pick-ups. The Company shall make reasonable efforts to secure the prior consent of Technicians who are entitled to payment.

Section 7.04 – Separability.

If any provision of this Agreement violates or requires either party to violate any applicable law, rule or regulation, to that extent such provision shall be of no effect.

Section 7.05 – Reference to Gender.


All references to gender herein shall mean either gender.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO-CLC

CBS BROADCASTING INC.

By: \_\_\_\_\_  
Lonnie R. Stephenson  
International President  
International Brotherhood of  
Electrical Workers, AFL-CIO-CLC

By:  \_\_\_\_\_  
Sheldon Kasdan  
Executive Vice President

APPROVED:  
International Office – IBEW

By: \_\_\_\_\_  
Lonnie R. Stephenson, International President

**QUICK-REFERENCE GUIDE TO HOLIDAYS**  
**(PROVISIONS OF SECTION 3.12)**

<u>HOLIDAY OCCURS:</u>	<u>IF YOU WORK:</u>	<u>IF YOU DO NOT WORK:</u>
On A Regular Work Day	Additional Half-Time Holiday Pay & Additional Day Off*	No Additional Pay No Additional Day Off
On a Day Off	Additional Half-Time Holiday Pay & Additional Day Off*	No Additional Pay But Additional Day Off*
During Vacation	(Work During A Vacation Is Prohibited)	Additional Day Off**

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\* *The Company and a Technician may mutually agree that the Technician will receive eight (8) hours straight time pay in lieu of such additional day off (maximum of three (3) per year).*

\*\* *The Company and a Technician may mutually agree that the Technician will receive eight (8) hours straight time pay in lieu of such additional day off (in addition to the three (3) referred to above).*



**EXHIBIT TD: List of “Sacred Sites”**

White House Complex

Treasury Department

Dept. of Justice

Capitol Hill Complex

SCOTUS State Department Complex


Pentagon Complex

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

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO-CLC

CBS BROADCASTING INC.

By: \_\_\_\_\_  
Lonnie R. Stephenson  
International President  
International Brotherhood of  
Electrical Workers, AFL-CIO-CLC

By:   
\_\_\_\_\_  
Sheldon Kasdan  
Executive Vice President

APPROVED:  
International Office – IBEW

By: \_\_\_\_\_  
Lonnie R. Stephenson, International President

## **SIDELETTER 1: Video Cassette Machines**

The parties have agreed that in permanent or temporary news editing facilities, and ENG vehicles, on-air talent or others with editorial or producing responsibilities may operate video cassette machines for viewing only.

In non-technical areas, such as newsrooms (including newsrooms from which programs originate), offices, conference rooms, archives, or libraries, others than Technicians may use video cassette machines for viewing, recording, and/or dubbing, but recordings or dubs made in this manner may not be used for TV production. Nothing contained in this paragraph shall limit the Company's rights under the CBS/IBEW Librarians' Agreement.

In Radio, video cassette machines may be utilized for viewing and dubbing, since, in such circumstances, the output over the air will be audio only, and the video is utilized only to make identification of speakers easier for Radio personnel.

It is understood that machines referred to in this Sideletter may have operational time code capability, and such machines need not be modified from their normal configuration.

## **SIDELETTER 2: Intent and Commitments**

During the most recent CBS/IBEW negotiations, the Company made the following statements of intent and commitments with respect to the new Agreement:

### A. Statements of Intent

1. Re: Safety – The Company will continue to direct its efforts to encourage the design of specialized handling aids and operating equipment of lighter weight and more compact design.
2. The Company has agreed to provide to the Union, at each Semi-Annual Consultation, a report of:
  - (a) the number of instances where ENG news and/or sports/news has been shot and recorded pursuant to Section 1.04(2)(e);
  - (b) the days worked by freelance ENG Technicians for CND, CTS and CSD;
  - (c) the number of days when vendors' employees have utilized equipment (such as cameras, recording equipment, editing equipment, etc.) associated with a vendor-supplied and staffed portable and/or mobile uplink and/or downlink, pursuant to Sideletter 19;
  - (d) the names of individuals who have received training, their type of employment, the types of training and time in training.
3. With respect to the drawings specified in Section 1.03(g), the parties agree that the Director of Technical Operations and designated managers at each CTS Station covered by this Agreement, the Director of Technical Operations and designated managers at COA in Los Angeles and the Director of Operations and designated managers in Washington, may create or perform work on such drawings. These exceptions are made in order to expedite the drawing process and will not otherwise change the practice of assigning Technicians to such drawings pursuant to Section 1.03(g).

### B. Commitment

1. In television, when a component, system or subsystem is to be fabricated, assembled and wired and is separate from existing equipment, the fabrication, assembly, wiring and installation of such component, system or subsystem may be performed either by Technicians or by an outside contractor. The following conditions will apply if an outside bidder is to be used:

- (a) the space into which the component, system or subsystem will be installed is either new or previously non-technical space, or the space has been prepared for installation by Technicians;
- (b) the Company will permit a representative of the appropriate Local Union, who may be a Technician, to review the specifications and the outside contractors' bids. If the Union desires, it may make suggestions concerning ways to make it more cost-efficient to perform the work or portions of the work in-house. The Company will give good faith consideration to the Union's suggestions in deciding whether to accept an outside contractor's bid or to perform the work in-house. It is understood that there may be valid business reasons for accepting an outside contractor's bid even though the in-house estimate is fully competitive. Before the outside contractor's bid is accepted, the Company will meet with the Union to discuss the factors which led to its decision;
- (c) upon completion of the contractor's installation and checkout, the final testing and acceptance will be performed with the assistance of Technicians.

All interconnections to existing systems and facilities will be performed by Technicians.

**SIDELETTER 3: ENG Meal Periods & Penalties**

*[SIDELETTER 3 WAS DELETED IN THE 2011 NEGOTIATIONS]*

**SIDELETTER 4: Freelance ENG**

This will confirm our agreement concerning the employment of Technicians for the purpose of gathering news for television by means of portable electronic cameras, as follows:

1. Freelance ENG Technicians shall be paid according to the following schedule:

Freelance ENG Technicians	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
daily: CND and CSD	584.49	602.02	620.08
CTS	500.04	515.04	530.49
weekly: CND and CSD	2,630.09	2,709.00	2,790.27
CTS	2,250.23	2,317.74	2,387.27

It is understood that CND, CSD and CTS may employ freelance ENG Technicians for a minimum of four (4) hours. The rate shall be:

	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
CND and CSD	292.22	300.99	310.02
CTS	250.04	257.54	265.27

If the 4-hour call is exceeded, the 8-hour daily rate shall apply.

Overtime:

1 ½ X after eight (8) hours of actual work on 8-hour day, and for all hours worked on sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days of work. For Technicians assigned to a 4/10 schedule, 1-1/2 X shall be paid for all hours worked on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), and seventh (7<sup>th</sup>) consecutive days of work. If one or more of the days during the regular work week is an unpaid absence, the 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> day will be paid at straight time for the same number of unpaid absences (e.g. Sick days in excess of Company Policy, unpaid LOA, Jury Duty days in excess of Company Policy, etc.) For purposes of this section, the workweek shall be presumed to begin on the first day worked, although paychecks shall be dispersed in conformance with the rest of the unit.

2. Regarding the utilization of CND, CSD and CTS freelance Technicians, the Company has made the following statements of intent and commitment:
- A. CTS will not engage or employ freelance Technicians for the purpose of providing freelance service to CND or CSD.
  - B. Freelance Technicians shall not be eligible to participate in Company benefits. In lieu of benefits the Company will contribute twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the “Entertainment Industry 401(k) Plan” and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%)

effective April 28, 2024] contribution to the “Entertainment Industry Flex Plan.” It is also understood that the Company will deduct from an employee’s paycheck additional amounts (on gross pay), on a pre-tax basis, which the employee may wish to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such contributions. Further, the Company agrees to accrue vacation pay at the rate of four percent (4%) of base pay and pay same to the freelance ENG Technicians at the conclusion of the assignment. Contractual terms and conditions which apply to freelance ENG technicians employed hereunder are set forth in Appendix A attached hereto.

- C. Sick Time: Technicians covered under this Sideletter shall receive sick time in accordance with Sideletter 42.
  - D. The Company will not lay off an ENG staff Technician for the purpose of replacing him in the performance of his normal functions with a freelance ENG Technician.
3. With regard to live inserts on a live news or sports broadcast, the parties have established the following operating rules for CND, CSD and CTS:
- On a news assignment involving a live insert on a live broadcast where the following factors are present.
- 1) Multiple cameras are used photographing the same specific scene or set; and
  - 2) Where there is production switching of the multiple cameras (i.e., intercutting between the cameras); or
  - 3) Involving a live insert into a live broadcast where two or more ENG cameras are shooting different material on the same story and the cameras are fed to an on-site switcher for production switching, one Technician on the assignment will be upgraded to a technical director.
4. On ENG assignments requiring air travel on scheduled commercial carriers where the Company requires the Technician to carry ENG equipment aboard and such equipment will not fit under the seat or in storage areas, the Company will continue its efforts to make accommodations for Technicians in such circumstances. These accommodations may include, where authorized in advance by management, an additional coach seat for the ENG equipment or an upgrade for the Technician to first-class (business class where available) if the equipment can be accommodated there.
5. The Union has advised the Company that the membership requirements for staff and freelance Technicians employed pursuant to paragraphs 1, 2 and 3 above will be handled in the following manner:



The Local Unions involved shall be Local Union Nos. 45, 1200, 1212 and 1220. The states covered by each Local are as follows:

Local Union No. 45:

Arizona	Oklahoma
California	Oregon
Colorado	Texas
Idaho	Utah
Montana	Washington
Nevada	Wyoming
New Mexico	

Local Union No. 1220:

Illinois	Missouri
Iowa	Nebraska
Indiana	North Dakota
Kansas	Ohio
Kentucky	South Dakota
Michigan	Wisconsin
Minnesota	

Local Union No. 1212:

Connecticut	New Jersey
Delaware	New York
Maine	Pennsylvania
Massachusetts	Rhode Island
New Hampshire	Vermont

Local Union No. 1200:

Alabama	Mississippi
Arkansas	North Carolina
District of Columbia	South Carolina
Florida	Tennessee
Georgia	Virginia
Louisiana	West Virginia
Maryland	

## APPENDIX "A"

### Clauses That Apply to Freelance ENG Technicians:

#### ARTICLE I

- 1.01 – Term
- 1.02 – Recognition and Scope
- 1.06 – Employment and Union Membership
  - (a), (b), (c), (d), (e).
- 1.07 – No Strike or Lockout
- 1.08 – No Discrimination

#### ARTICLE II

- 2.01 – Grievance Procedures
- 2.02 – Initiating Grievance Procedures
- 2.03 – Arbitrators
- 2.04 – Inspection

#### ARTICLE III

- 3.01 – Work Week
- 3.02 – Work Day
- 3.03 – Meal Periods
- 3.04 – Rest Between Assignments (weekly employees only)
- 3.07 – Travel Time
- 3.08 – Travel Expenses
- 3.09 – Wages
- 3.10 – Overtime (except 3.10(h))
- 3.12 – Premium Holidays Only (additional straight time)

#### ARTICLE IV

None

#### ARTICLE V

- 5.12 – Insurance Benefits (Travel Accident Insurance Only)

#### ARTICLE VI

- 6.01 – Safety Precautions
- 6.02 – Working Conditions
  - (b), (d), (f), (g) and (h) only.

### **SIDELETTER 5: Remote Assignments (Sports)**

During the negotiations for the CBS/IBEW Agreement, the parties reached the following understanding and agreement: Notwithstanding the terms of the contract relative to work assignments, the Company agrees to provide a minimum eight (8) hour remote assignment, where the following conditions are met:

- (1) The remote assignment is for the television coverage of a sporting event where such coverage is an insert(s) or segment(s) of a longer program and such sporting events so covered are those which would not ordinarily be covered by CBS on a full program basis; and
- (2) The duration of the insert(s) or segment(s) shall normally be less than forty-five (45) minutes for any single sporting event. The insert(s) or segment(s) may, however, be broadcast in one (1) or more installment(s) within the overall format of the program, whose overall length may exceed sixty (60) minutes. The insert(s) or segment(s) shall consist of essentially "live" or "live to tape" material; and
- (3) The CBS Technicians or per diems so assigned are required to operate remote equipment owned and previously installed by others where such equipment has been installed for purposes not related to the CBS coverage.

Except as provided herein, this letter shall have no effect upon the rights of the parties under this Agreement.

**SIDELETTER 6: Documentary Film Editing**

This will confirm our understanding with regard to the editing of motion picture film in New York.

It is understood that, except for the limited exclusion applicable to the editing of documentary film to conform to the NLRB decision cited as 214 NLRB No. 123, it is agreed that past practice shall govern the assignment of Technicians to the editing of motion picture film.

## **SIDELETTER 7: CBS Studio Center**

The following will represent our understanding concerning the status of the facility presently known as CBS Studio Center as it relates to the CBS/IBEW Agreement covering broadcast Technicians.

It is understood that the application of this letter is to CBS Studio Center only and does not constitute a precedent regarding the status of any other facility wherever located.

The company agrees that “CBS Programs”, as defined in Section 1.04 of the Agreement, are covered by the Agreement when produced at CBS Studio Center by CBS Broadcasting Inc. on a medium which substitutes for traditional video tape, e.g., 24P digital technology where the program is a traditional broadcast program as described in the second paragraph of Sideletter 35.

The Union agrees that the terms, “broadcast facilities” and “facilities”, as used in the opening paragraph of the Agreement as well as in Sections 1.03 and 1.04, are not intended to apply to CBS Studio Center. Nothing herein shall prejudice the Union’s right to question, grieve or arbitrate whether or not a given program is, in fact, a “CBS Program.”

### **SIDELETTER 8: Special Editors**

- A. Any Division of the Company shall have the right to employ Special Editors, who may edit both video tape and film.
- B. The Company agrees that it will not lay off a staff Technician for the purpose of replacing him in the performance of his normal functions with a Special Editor.

In lieu of Company benefits the Company will contribute twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the “Entertainment Industry 401(k) Plan” and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%) effective April 28, 2024] contribution to the “Entertainment Industry Flex Plan.” It is also understood that the Company will deduct from an employee’s paycheck additional amounts (on gross pay), on a pre-tax basis, which the employee may wish to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such contributions.

Further the Company agrees to accrue vacation pay at the rate of four percent (4%) of base pay and pay same to the Special Editor at the conclusion of the assignment.

Special editors will be hired on a daily or weekly basis.

**SIDELETTER 9: Overseas Assignments and Rates**

During the negotiations for the most recent CBS/IBEW Agreement, the parties reached the following understanding and agreement.

- A. ENG Technicians as well as radio Technicians assigned to radio newsgathering, on assignments during any workweek where a Technician works only outside the United States including its possessions shall be paid the following flat rates:

	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
Staff:			
Technician	850.10	875.60	901.87
Supervisor*	939.29	967.47	996.50
Technical Director*	939.29	967.47	996.50
Assistant Supervisor*	903.01	930.10	958.00
Maintenance Technician*	903.01	930.10	958.00
Maintenance Supervisor*	965.75	994.72	1,024.56
Maintenance Asst. Supr. *	929.47	957.36	986.08
	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
Freelance (daily):			
Technician	848.41	873.86	900.08

- B. This rate, which is an agreed-upon rate consisting of a base rate and all overtime at one and one-half times base rate, shall be payable for each day on an overseas assignment, whether worked or not, and shall constitute full payment for each such day. No other payments of any kind shall apply, except a compensatory day off and a payment as listed below will be earned for overseas work on New Year’s Day, Martin Luther King Jr.’s Birthday or Presidents’ Day (as selected by the Technician)\*, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day:

Further, when any such Technician performs work on an overseas assignment on any day that would have been a scheduled day off (or, in the case of a freelance Technician a sixth or seventh consecutive day of work), he shall receive a penalty payment as follows:

		<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
(WDO):	Staff	108.78	112.05	115.41
	Freelance	139.05	143.22	147.52
(HOL):	Staff	217.53	224.05	230.77
	Freelance	278.09	286.44	295.03

An overseas assignment shall be deemed to begin when an ENG Technician or radio Technician assigned to radio newsgathering makes his final departure from the United

\* If assigned to perform in such category on an overseas assignment.

States or its possessions. (When a Technician's only work within a single work week within the United States is leaving the United States or returning from outside the United States, all work in that work week shall be considered as having occurred overseas.) Moreover, when an overnight stay outside the United States converts what has been expected to be domestic work to overseas work, the overseas nature of that work shall relate back to the departure to the assignment.

- C. Where an ENG Technician or a radio Technician assigned to radio newsgathering spends part of a work week on an overseas assignment and works part of the same work week within the United States as above defined, he shall receive for each such day one-fifth (1/5<sup>th</sup>) of his regular basic salary if he is regularly employed, or the applicable freelance rate if he is so employed, and all provisions of this Agreement with respect to overtime, days off, premiums, penalties and bonus payments shall apply where applicable to those days on domestic assignment but of these provisions, only the overtime and days off provisions of this Agreement shall apply to those days spent on the overseas assignment.
- D. When an ENG Technician or radio Technician assigned to radio newsgathering is assigned to work only on a naval vessel during any work week, such ENG Technician or radio Technician assigned to radio newsgathering shall be paid the overseas rate for such work week.
- E. On Presidential overseas trips\* for Technicians covered by this letter and traveling with the immediate Presidential Press Party for the full overseas trip, a compensatory day off will be earned by each Technician after the completion of three (3) days of such assignment. An additional compensatory day off will be earned by each Technician after the completion of five (5) days of such assignment and for the completion of every three (3) additional days of such assignment.

In calculating time for compensatory days off, travel home, where that is the only assignment, shall not count. Such compensatory days off may be taken at the end of the trip with permission of the Company. All such compensatory days off will be paid at the Technician's domestic rate of pay and in all other regards be treated as set forth in Section 3.12 of the Agreement.

When the Company assigns Gratis Day Off (GDO) day(s) prior to, or after an overseas Presidential or VIP Pool trip, the Company will pay such GDO(s) at the then applicable overseas rate.

- F. The then-current per diem expense policy of CBS News shall apply to overseas assignments.

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\* A Presidential overseas trip shall be deemed to begin when the President's airplane makes its final departure from the United States, and to end when the President's airplane makes its first landing in the United States.



- G. Overseas Employment of Newsgathering Technicians -- The Company will make every reasonable effort to avoid assigning Technicians to overseas assignments where the Technician involved has any good reason for objecting to such work. In this regard the Company has no desire to force an overseas assignment on any Technician who would prefer not to perform it. It is recognized that the requirements of newsgathering are such requirements of the assignment in question. The term "any good reason" as used in this paragraph shall be deemed to include earnings potentials.
  
- H. On ENG assignments requiring air travel on scheduled commercial carriers where the Company requires the Technician to carry ENG equipment aboard and such equipment will not fit under the seat or in storage areas, the Company will continue its efforts to make accommodations for Technicians in such circumstances. These accommodations may include, where authorized in advance by management, an additional coach seat for the ENG equipment or an upgrade for the Technician to first-class (business class where available) if the equipment can be accommodated there.

## **SIDELETTER 10: Pre-Retirement Leaves**

This will confirm our understanding concerning Pre-retirement Leaves for Technicians.

A Pre-retirement Leave may be requested for any appropriate reason by any qualified Technician provided the reason for the leave is not in conflict with Company policy.

In any single calendar year the minimum number of Pre-retirement Leaves shall be:

2% of staff (but in no case less than 2 staff Technicians) at each station or facility listed in the opening paragraph of the agreement as well as at Television City.

The Company is under no obligation to meet the minimums for numbers of Pre-retirement Leaves as stated above if there are insufficient requests for such leaves.

All applications for Pre-retirement Leaves must be made by July 1 of the prior calendar year.

Each Pre-retirement Leave shall be for a period of six continuous months. Once the leave begins, the Company may, at its option, consider the Technician's request to reduce the leave period.

In order to qualify for a Pre-retirement Leave, a Technician must have completed 20 consecutive years of service as a Technician.

A Technician on Pre-retirement Leave may, upon proper notice, continue to be covered by the following Company benefits at his own expense: LTD and Life Insurance. The Technician shall also be eligible to participate in the CBS Medical Plan at the reduced rate which is available to retirees. At the Technician's option, he may direct all or a portion of his vacation pay to be used to cover the cost of same. No contributions to the CBS Combined Pension Plan will be made on behalf of such Technician during the leave and his service credit under the CBS Combined Pension Plan will be governed by the Plan.

The Company will provide to any Technician requesting such leave a complete explanation of any impact such leave may have upon his pension.

The Company may, at its discretion, employ a Temporary Technician to replace a Technician on Pre-retirement Leave.

The Company agrees to accrue vacation pay at the rate of four percent (4%) of base pay and pay same to the Temporary Technician at the conclusion of his employment. In lieu of other benefits, the Company will contribute twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the "Entertainment Industry 401(k) Plan" and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%) effective

April 28, 2024] contribution to the “Entertainment Industry Flex Plan.” It is also understood that the Company will deduct from an employee’s paycheck additional amounts (on gross pay), on a pre-tax basis, which the employee may wish to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such contributions.

The following rules shall also apply to Pre-retirement Leaves:

- A. For Technicians (except at Network Radio) between the ages of 55 and 65:
  - (1) A maximum of two such leaves.
  - (2) The first leave may be taken after January 1<sup>st</sup> of the year following the year in which the 55<sup>th</sup> birthday occurs.
  
- B. For Technicians (except at Network Radio) over age 65:
  - (1) One such leave in each calendar year.
  - (2) The first such leave may be taken after January 1<sup>st</sup> of the year following the year in which the 65<sup>th</sup> birthday occurs.
  
- C. For Technicians who are employed by Network Radio, a maximum of one (1) such leave may be taken with the mutual consent of Management and the Technician.

**SIDELETTER 11: Special Radio Provision**

*[SIDELETTER 11 WAS DELETED IN THE 2011 NEGOTIATIONS]*

## **SIDELETTER 12: Audio Upgrades**

This will confirm the understanding reached during our recent negotiations concerning the upgrading of certain Technicians and per diems with audio responsibilities for certain events covered by CBS Television. For each such event, one Technician or per diem with overall audio responsibilities will be upgraded to Assistant Supervisor. The upgrade will be on a daily basis. The upgrade will be paid for days worked at the site; it will not be paid for travel-only days. Management shall have the sole discretion to designate the Technician or per diem who shall be upgraded, and such designation shall not be subject to the grievance and arbitration procedure in this Agreement.

The events for which a Technician or per diem shall be upgraded are as follows (It is agreed that the listing of events which may occur outside the jurisdictional radii set forth in Section 1.04 of this Agreement does not confer jurisdiction where it does not already exist nor does it require the assignment of any Technician to such events.):

U.S. Open Tennis

Golf: The following golf events:

AT&T National  
AT&T Pebble Beach Invitational  
Barclays Classic  
Colonial  
Crown Plaza Invitational AT  
Farmers Insurance Open  
Greenbrier Classic  
HP Byron Nelson Championship  
John Deere Classic  
Memorial Tournament  
Northern Trust Open  
PGA Championship  
Quail Hollow Championship  
RBC Canadian Open  
St. Jude Classic  
The Masters  
Travelers Championship  
Valero Texas Open  
Verizon Heritage  
Waste Management Phoenix Open  
WGC Bridgestone Invitational  
Wyndham Championship  
Zurich Classic of New Orleans

(If the Company ceases to cover one of the golf tournaments listed above and substitutes another, the audio upgrade shall apply to the substituted tournament.)

NCAA Men's Basketball Championship Semi-Final and Final Games  
NFL Wildcard, Divisional Playoff and Championship Game plus the Super Bowl (2004)  
Democratic National Convention  
Republican National Convention  
Network National Election Night – The Main Studio Only – Even Years  
Presidential Debates – Pool Only  
Presidential Inauguration  
Music Variety Shows with Audience and Live Orchestra  
Soap Concerts (Audience and Live Music)  
Complex Game Shows & Sitcoms

If Rights Obtained:

NBA Playoff and Championship Games  
MLB League Championship Series & World Series & All Star Game

CTS

National Election Night – The Main Studio Only – Even Years  
Presidential Town Meeting – Host Coverage  
Presidential Debates – Pool Only  
Music Shows with Audience and Live Orchestra

### **SIDELETTER 13: Performance of Non-Technician Functions (Hyphenates)**

During our most recent negotiations the parties discussed the performance of non-Technician functions by Technicians employed in television by the Company.

The Company, the Union and Technicians have a common interest in utilizing skills and abilities of Technicians in constantly evolving functions in broadcasting. The parties agree that Technicians may be assigned by the Company to perform additional functions which historically have not been considered Technician functions. Such assignments benefit both Technicians and the Company.

It is also understood that in some cases, as when the additional functions are within the exclusive jurisdiction of employees represented by another union or when the additional functions are not covered in a collective bargaining agreement between CBS and a labor organization the assignment of Technicians to perform such additional functions may require them to become "hyphenates."

1. Either management or a Technician may initiate discussions which could lead to the assignment of additional functions. Management shall have the prerogative of selecting which Technician shall be assigned additional functions. It is understood that if the additional functions are exempt functions under the Fair Labor Standards Act, or if the assignment would result in the Technician losing money, such assignment must be voluntary on the part of the Technician. It is agreed that such assignments shall not constitute an expansion or diminution of the jurisdiction set forth in the Agreement, nor shall such assignments entitle any Technician to continue to be given such assignments.
2. Management and any individual Technician who is given such an assignment shall discuss whether the Technician shall receive additional payment and, if so, the amount of such payment for the performance of additional non-technical functions.
3. Working conditions for Technicians assigned such additional functions shall be as follows:
  - a. In any week in which a Technician performs functions which are reserved exclusively to Technicians in this Agreement and other additional functions (i.e., a week in which he functions as a "hyphenate"), the Technician shall, if the additional functions are not covered in a collective bargaining agreement between CBS and a labor organization, work under the conditions of this Agreement, provided that if the hyphenate work is exempt and if eighty percent (80%) or more of the work in a work week is exempt work, overtime shall not be applicable.
  - b. In any week in which a Technician performs functions which are reserved exclusively to Technicians in this Agreement and other additional functions (i.e., a week in which he functions as a "hyphenate"), the Technician shall, if the additional functions are covered in a collective bargaining agreement between

CBS and a labor organization, receive no less than the minimum provided in this Agreement or the other agreement, whichever is higher, provided:

- (i) working conditions that apply to meals, breaks, days off adjacent to vacations, holidays, and the scheduling of vacations may be altered to align with those working conditions of the other bargaining unit(s);
  - (ii) that if the hyphenate work is exempt and if eighty percent (80%) or more of the work in a work week is exempt work, overtime shall not be applicable;
  - (iii) concerning benefit plans and vacation,
    - (a) if a Technician working in a hyphenate position would be covered by two, or more, benefit plans or vacation provisions, he must elect to be covered by only one benefit plan or vacation provision;
    - (b) if a Technician hyphenate is covered by another benefit plan and/or vacation provision and also by the twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the "Entertainment Industry 401(k) Plan" and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%) effective April 28, 2024] contribution to the "Entertainment Industry Flex Plan" and/or 4% vacation payment, the Company may credit up to that 13% against any payments in excess of the Technician's rate;
- c. In any week in which a Technician performs no functions reserved exclusively to Technicians in this Agreement, and the functions which he performs are not covered in a collective bargaining agreement between CBS and a labor organization, the following shall apply:
- (i) He shall receive no less than the salary he receives under this Agreement.
  - (ii) He shall receive the same medical and insurance benefits as he receives under this Agreement.
  - (iii) A Technician assigned to such non-Technician functions shall retain his seniority for pension purposes, provided that if he is so assigned for a period over thirty (30) days, and if such assignment is to a position not covered under the provisions of the CBS Combined Pension Plan, the CBS Policy Committee and the CBS Pension Committee must approve the



retention of seniority for pension purposes. For all other purposes, the Technician shall retain his seniority.

- (iv) Other working conditions set forth in this Agreement shall not apply.
- d. In any week in which a Technician performs no functions reserved exclusively to Technicians in this Agreement, and the functions which he performs are covered by a collective bargaining agreement between CBS and a labor organization, the following shall apply:
  - (i) He shall receive no less than the salary he receives under this Agreement.
  - (ii) He shall receive the same medical and insurance benefits as he receives under this Agreement.
  - (iii) A Technician assigned to such non-Technician functions shall retain his seniority for pension purposes, provided that if he is so assigned for a period over thirty (30) days, and if such assignment is to a position not covered under the provisions of the CBS Combined Pension Plan, the CBS Policy Committee and the CBS Pension Committee must approve the retention of seniority for pension purposes. For all other purposes, the Technician shall retain his seniority.
  - (iv) Other working conditions set forth in this Agreement shall not apply. Working conditions set forth in the other applicable agreement shall apply.

It is also understood that there are functions which Technicians have heretofore performed which are not exclusive Technician functions. These functions are not the "additional functions" discussed above.

It is further agreed that if any Technician who is assigned non-Technician functions pursuant to this letter makes a good faith effort to perform such functions to a satisfactory standard of quality, the failure to so perform shall not be used for the purpose of issuing such Technician a written warning, suspension or discharge.

It is further understood and agreed that an individual who performs hyphenate functions does not have the right to continue to do so, and that the Company has the right to cease assigning hyphenate functions to that individual, and such decision is not subject to the grievance and arbitration provisions of this Agreement. Further, such decision does not entitle an individual to receive severance pay unless such individual is terminated from all employment with the Company, in which case he will receive severance pay under this Agreement, or, if the hyphenate functions the individual was performing were covered by another labor agreement, under that agreement, whichever is higher.

## **SIDELETTER 14: Per Diem Employment**

This Letter Agreement provides for employment of per diems and has been entered into solely for the reasons and purposes set forth and is subject to the conditions expressed.

The parties recognize that the competitive environment in broadcasting is undergoing basic changes; that in order to meet this competition on a cost-effective basis, the Company must be able to employ certain Technicians on an other-than-staff basis. This may include daily, weekly or other short-term employment for types of projects which do not efficiently lend themselves to staff-type employment (i.e., full time, weekly, non-term).

The Union has expressed in the strongest terms its concern over possible loss of staff jobs by reason of having entered into this Letter. The Company has assured the Union that management prefers that certain functions be performed only by staff Technicians or temporary employees in the cases provided for. To that end, the Company has stated the following to the Union:

1. The Company agrees that it will only employ Per Diems employed in the below listed job categories who are former staff, 4.03(g) Technicians or Temporary Technicians with experience in these job categories:  
  
COE-NY: Maintenance\*, MDC-P.C. Rooms, Construction Shop, TX, EC Truck Supervisors  
  
CND-Washington: Maintenance\*, Central Control (except for camera robotics, video and/or lighting)  
  
COE-LA: Maintenance\*, Construction Shop, TX PC25  
  
CTS: NX (microwave receive area and video tape playback area) and Central Control
2. The Company agrees that it will not lay off a staff Technician for the purpose of replacing him in the performance of his normal functions with a per diem.
3. A laid off Technician will be given consideration for per diem work within the facility from which he was laid off and on remotes within 25 miles of said facility, provided that, in the sole judgment of the Company, he has the skills necessary to perform the available work.

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*\* However, if a layoff occurs and staff maintenance Technicians who were hired between October 1, 1984 and September 30, 1987 are laid off, the Company may employ per diems in maintenance, provided that the number of per diems assigned to maintenance at any one time shall not exceed the number of staff maintenance Technicians who were laid off, provided further, that if a layoff of Technicians hired prior to October 1, 1984 occurs, the right to assign per diems to maintenance shall expire in the location where the layoff of such Technicians occurs.*

4. Per diems shall be paid\* as follows:

Wages:	<u>4/11/2022</u>	<u>4/30/2023</u>	<u>4/28/2024</u>
Technician			
4-hour day	236.53	243.62	250.93
8-hour day	473.07	487.26	501.88
10-hour day	591.33	609.07	627.34
Asst. Supervisor:			
4-hour day	250.97	258.50	266.25
8-hour day	501.97	517.03	532.54
10-hour day	626.87	645.68	665.05
TD or Supervisor:			
4-hour day	261.61	269.46	277.55
8-hour day	523.19	538.89	555.05
10-hour day	652.83	672.42	692.59
Utility**:			
4-hour day	150.04	154.54	159.17
8-hour day	300.03	309.04	318.31
10-hour day	375.05	386.30	397.89

Per Diems hired by the Network to work exclusively on degaussing, refurbishing and evaluation of videotape assignments shall be paid at an hourly rate of \$23.06.

Overtime:

1 ½ X after eight (8) hours of actual work on 8-hour day, and for all hours worked on sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days of work. For Technicians assigned to a 4/10 schedule, 1-1/2 X shall be paid for all hours worked on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), and seventh (7<sup>th</sup>) consecutive days of work. For purposes of this section, the workweek shall be presumed to begin on the first day worked, although paychecks shall be dispersed in conformance with the rest of the unit.

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*\*In the event a scheduled program is no longer a CBS obligation, for example but not limited to NFL Flex Scheduling and NCAA Programming, up to 5 days in advance, the Company shall be relieved of its obligation to pay for such assignment.*

*\*\*It is understood that if a scheduled assignment is cancelled fourteen (14) days or more [ten (10) days effective January 1, 2023, seven (7) days effective January 1, 2024] prior to the assignment, the Company shall be relieved of its obligation to pay for such assignment.*

*\*\*\* For CSD only, on any day a Utility Technician is assigned to perform a function associated with a higher pay category, that Utility Technician will be upgraded to that higher pay category for the day.*

The per diem call shall be for eight (8) hours of work time unless otherwise specified by the Company at the time of hire. If a 4-hour call is exceeded, the day shall become an 8-hour day, and time-and-one half shall apply if the Technician exceeds eight (8) hours of work. However, at Television City only, if the Company and a Technician have mutually agreed to a call of less than eight (8) hours, if a four (4) hour call is exceeded, that call shall become a six (6) hour call, and if that is exceeded, or if a call originally scheduled for six (6) hours is exceeded, the call shall become an eight (8) hour call. On CSD remotes, for local utilities only, if a four (4) hour call is exceeded, additional time shall be paid in fifteen (15) minute increments.

1 ½ X after ten (10) hours of work on 10-hour day.

The Company shall have the right to mix 4, 8 and 10-hour calls where applicable.

5. The following clauses of the Agreement shall apply to Per Diems outside the facility:

#### ARTICLE I

- 1.01 Term
- 1.02 Recognition and Scope
- 1.06 Employment and Union Membership (a), (c), (e)
- 1.07 No Strike or Lockout
- 1.08 No Discrimination

#### ARTICLE II

- 2.01 Grievance Procedures
- 2.02 Initiating Grievance Procedures
- 2.03 Arbitrators
- 2.04 Inspection

#### ARTICLE III

- 3.02 Work Day (4 (Utilities only), 8, 10-hour calls)
- 3.04 Rest Between Assignments – on consecutive days
- 3.07 Travel Time:
  - (a) Local Travel Only  
(Inside 65 miles) (Inside 75 miles (Local CSD Utilities only))
    - (1) No travel time
    - (2) Time in at site of remote
    - (3) No per diem expenses
    - (4) No mileage, tolls, etc.
  - (b) Out of Town Travel  
(Outside 65 miles) (Outside 75 miles (Local CSD Utilities only))
    - (1) Commercial Carrier
    - (2) Local Transportation from airport to site
    - (3) Time in at remote
    - (4) Regular per diem expenses, hotel, etc.

(5) Automobile from home: no mileage, gasoline, etc.

3.09 Wages (4 (Utilities only), 8, 10-hour calls)

3.10 Overtime (except 3.10(h))

3.12 Holidays - additional straight time for all hours worked for 6 premium holidays for Technicians.

ARTICLE V

5.12 Insurance Benefits (Travel Accident Insurance Only)

ARTICLE VI

6.01 Safety Precautions

Travel Days: 8 hours, 10 hours

On travel days, per diems shall receive a flat payment (as listed below). Such travel time shall not be considered work time, and the payments specified in Paragraph 6. below, shall not apply to these flat payments.

Travel Day:

<u>CSD:</u>	<u>Home to Remote:</u> \$473.07 [\$487.26 effective April 30, 2023; \$501.88 effective April 28, 2024] <u>Remote to Home:</u> \$473.07 [\$487.26 effective April 30, 2023; \$501.88 effective April 28, 2024]
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<u>All Other Divisions:</u>	\$275.00
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<u>Per Diem:</u>	Work/Travel Days – See Section 3.08 for the amounts and deductions. On Travel / Work Days only, per diem technicians will be paid a travel stipend equal to 90 minutes of straight time, in addition to regular hours paid for the day.
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Travel Only Days:

<u>CSD:</u>	\$38.00
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<u>All Other Divisions:</u>	\$36.00
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Airport Parking:

CSD: CSD Per Diem Technicians shall have the option of being reimbursed for airport parking as follows: (a) parking in a long-term lot or garage for up to ten consecutive days (while on continuous CBS assignment), mileage and tolls to and from the airport; or, (b) within reason a car service, taxis or other means of public transportation to and from the airport. Both options require receipts and will be reimbursed through the company expense reporting system.

All Other Divisions: A flat fee of \$45.00 per event shall be paid to the employee as reimbursement for Airport Parking.

Meal Periods: (Applies also to Staff Technicians on Remotes.)

Section 3.03 of the Agreement shall apply, except that on broadcast and rehearsal days, the first meal period of one (1) hour may begin between the beginning of the second hour and the end of the sixth hour.

A subsequent meal period of one-half (1/2) hour shall usually begin no later than 6 hours after the end of the previous meal. The second meal period shall begin no later than the eleventh hour (as defined by past practice) after the start of the work day.

6. Per Diem Within Facilities:

- (a) Within the facilities listed in the opening paragraph of this Agreement, Per Diem Technicians may be utilized under the working conditions listed in (b), below.
- (b) Clauses that apply to Per Diems in the Facility:

ARTICLE I

- 1.01 Term
- 1.02 Recognition and Scope
- 1.06 Employment and Union Membership (a), (c), (e)
- 1.07 No Strike or Lockout
- 1.08 No Discrimination

ARTICLE II

- 2.01 Grievance Procedures
- 2.02 Initiating Grievance Procedures
- 2.03 Arbitrators

2.04 Inspection

ARTICLE III

- 3.02 Work Day (4\*, 8, 10-hour calls)
- 3.03 Meal Periods
- 3.04 Rest Between Assignments – on consecutive days
- 3.09 Wages (4\*, 8, 10-hour calls)
- 3.10 Overtime (Except 3.10(h))
- 3.12 Holidays – additional straight time for all hours worked for 6 premium holidays for Technicians.

ARTICLE VI

- 6.01 Safety Precautions
- 6.02 Working Conditions

ARTICLE VII

- 7.01 Air Credits
- 7.03 On-Camera Appearances

- 7. It is the intention of the parties to cooperate in securing competent per diems. To that end it is contemplated that the International Office, as well as the Local Unions involved herein, will establish the mechanism whereby they will become a resource for per diems, so that the Company may avail itself of that resource. It is understood that hiring decisions will remain with the Company.
- 8. The Company agrees to accrue vacation pay at the rate of four percent (4%) of base pay and pay same to the Per Diem at the conclusion of the assignment. In lieu of other benefits, the Company will contribute twelve and one-half percent (12.5%) [thirteen percent (13%) effective April 30, 2023; thirteen and one-half percent (13.5%) effective April 28, 2024] of base pay, to the Entertainment Industry Benefit Plans to be divided as follows: a five percent (5%) contribution to the “Entertainment Industry 401(k) Plan” and a seven and one-half percent (7.5%) [eight percent (8%) effective April 30, 2023; eight and one-half percent (8.5%) effective April 28, 2024] contribution to the “Entertainment Industry Flex Plan.” It is also understood that the Company will deduct from an employee’s paycheck additional amounts (on gross pay), on a pre-tax basis, which the employee may wish to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such contributions.

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*\* If a 4-hour call is exceeded, the day shall become a six (6)-hour day, and if the six (6)-hours are exceeded, the day shall become an eight (8)-hour day, and time-and-one-half (1 & ½) shall apply if the Technician performs over eight (8) hours of actual work.*

9. Sick Time: Technicians covered under this Sideletter shall receive sick time in accordance with Sideletter 42.
10. The Company agrees to explore the feasibility of establishing a Company-sponsored, employee-funded medical plan for per diems.
11. Union membership requirements for per diems shall be processed by the following Locals:

Local Union No. 45:

Arizona	Oklahoma
California	Oregon
Colorado	Texas
Idaho	Utah
Montana	Washington
Nevada	Wyoming
New Mexico	

Local Union No. 1220:

Illinois	Missouri
Iowa	Nebraska
Indiana	North Dakota
Kansas	Ohio
Kentucky	South Dakota
Michigan	Wisconsin
Minnesota	

Local Union No. 1212:

Connecticut	New Jersey
Delaware	New York
Maine	Pennsylvania
Massachusetts	Rhode Island
New Hampshire	Vermont

Local Union No. 1200:

Alabama	Mississippi
Arkansas	North Carolina
District of Columbia	South Carolina
Florida	Tennessee
Georgia	Virginia
Louisiana	West Virginia
Maryland	



## **SIDELETTER 15: Temporary Technicians**

This will confirm our agreement concerning wages, benefits and working conditions for Temporary Technicians during our most recent negotiations.

Concerning Section 3.09 – Wages, it is agreed that if an individual is hired as a Temporary Technician at the “1 year and less” rate and works in that capacity for thirty-nine (39) continuous weeks, he shall move to the “1-2 years” rate. Otherwise, movement on the wage escalator, if any, shall occur at intervals representing fifty-two (52) cumulative weeks of work time.

Concerning sick leave, Technicians covered under this Sideletter shall receive sick time in accordance with Sideletter 42.

The following is a partial list of provisions of the Agreement which do not apply to

Temporary Technicians:

- 3.11 Vacations (see instead 4.03(c));
- 5.01 Probationary Period;
- 5.02 Seniority (see 4.03(e));
- 5.03 Layoffs and Re-hires;
- 5.05 Transfer to and from other CBS stations;
- 5.07 Leaves of Absence;
- 5.08 Sick Leave (except as agreed above);
- 5.09 Jury Duty;
- 5.10 Discharges;
- 5.11 Severance Pay;
- 5.12(a) Life Insurance;
- 5.12(b) Medical Insurance;
- 5.12(d) Long Term Disability Insurance;
- 5.12(e) Dental Plan;
- 5.13 Employee Funded Benefits Plan;
- 5.14 CBS 401(k) Plan;
- 5.15 Funeral Leave;
- 5.16(a) Maternity Leave;
- 5.16(b) Paternity Leave;
- 6.03 Licenses.

In addition, Temporary Technicians shall not be eligible to participate in the CBS Combined Pension Plan or the CBS Fund the Future Restricted Share Unit Program.

The Company agrees to explore the feasibility of establishing a Company-sponsored, employee-funded medical plan for Temporary Technicians.

**SIDELETTER 16: Radio Stations – Maintenance Training**

*[SIDELETTER 16 WAS DELETED IN THE 2017 NEGOTIATIONS]*

### **SIDELETTER 17: Operational Groups Network Radio**

During our most recent negotiations the parties discussed vacation scheduling in Radio Network operations in New York, where currently there are three (3) operating groups: Radio Master Control Group, Operational Group and Maintenance Group. These three (3) groups select vacations separately.

The parties agree that when the new "combo" studios are completed and the total number of Technicians in the Radio Network in New York is reduced to twenty (20) or fewer, the Company, at any time thereafter, shall have the option of merging the Radio Master Control Group and the Operational Group for vacation scheduling purposes. The Company shall notify Local 1212 prior to November 30 of the calendar year (in no event earlier than November, 1991) prior to the year in which the Company intends to merge the two (2) groups, with the merger to be effective the following January 1. For example, if the Company gives notice November 15, 1994, the merger shall become effective January 1, 1995.

## **SIDELETTER 18: Pools & C-SPAN**

In recognition of the ever-increasing cost of news material, CBS intends to participate in a greater number of “pools” with a wider range of partners than it has in the past. Such partners may include, but would not be limited to, other networks, cable services, news services, broadcast stations, or groups of stations. However, each “pool” will have no fewer than two (2) participants, including CBS. The Company may utilize the facilities of the “pool” for its own narration or reporter stand-up when others in the “pool” are not broadcasting.

In connection with these expanded “pool” activities, CBS has assured the Union that its goals are the better utilization of technical resources and the reduction of costs in news coverage, where, in the Company’s judgment, there would be no competitive advantage in unilateral coverage. CBS has assured the Union that it will share “pool” origination responsibilities with other participants on a basis that is mutually agreeable among the participants.

In Washington, the Company will continue the practice of rotating the technical responsibility to its Technicians.

When CBS is the originator of the audio distribution on national “pool” coverage, installation and operation of mixing equipment shall be performed by Technicians or Per Diems. In accordance with past practice, when White House Communications or other Government agencies perform the mixing function, CBS shall have no obligation to provide a Technician to do that mixing.

When the Company provides additional, independent audio capacity for such pool, that work shall be done by Technicians or per diems.

Nothing contained in this letter shall limit or restrict the Company’s rights under Section 1.04(2).

It is understood that the Company may accept material produced by C-SPAN with the following limitations:

- The material must be produced by C-SPAN for its own use, or;
- Material is limited to coverage of hearings originating from the United States Capitol Building, House Office Building, and/or Senate Office Building, or;
- “Mandated” events where C-SPAN is the only producer of material, or;
- The U.S. TV Pool votes to have C-SPAN provide material to the Pool for distribution to its members.

In addition, C-SPAN may not produce or originate any Live Shot for the Company. For the purposes of this provision, Live Shots shall be defined as, Stand-ups, Interviews, and two-ways with CBS correspondents or Reporters that are for a live CBS program or fed in as pre-tape for a CBS program.

CBS retains the right to excerpt material from C-SPAN provided the original material was not assigned or produced by CBS.

## **SIDELETTER 19: Satellite Uplinking and Downlinking**

Notwithstanding any other provisions, the company agrees that Technicians employed by CND, WCBS-TV, WBBM-TV and KCBS/KCAL-TV shall operate company owned microwave/satellite vehicles to transmit news material back to the station(s) via traditional microwave or satellite.

Both Technicians and Non-technicians may operate equipment not permanently affixed in a company owned vehicle, for the purpose of transmission using technology available to the general public, (including, but not limited to FTP file transfer, skype, icht, or anything using cellular and/or IP technology.) Such equipment shall include computers, and associated peripherals (e.g., computer cameras and microphones). The company agrees to limit the type of employees who are allowed to transmit news material to those employees who are otherwise permitted to shoot or edit pursuant to other terms of the Agreement.

It is understood that Technicians shall have exclusive jurisdiction over audio/video pickups that are transmitted via any method when equipment is a part of the integral systems affixed to a company vehicle. In addition, the Union shall have jurisdiction over the use of internet protocols and cellular/mobile services or broadband wireless networks when such transmission equipment is connected directly to a camera operated by a Technician for the sole purpose of transporting video

Others than Technicians may feed their own pre-recorded content through Bureau or regional office facilities, including satellite offices, stations, and pre-existing circuits, except when there is a Technician on duty and available who may perform the function in a timely manner. In addition, in the Washington DC Capitol Hill Senate and House gallery offices, Producers and Associate Producers assigned to these offices may feed Technician-shot material.

## **SIDELETTER 20: Maintenance/Construction Commitments**

The parties understand that when CBS rents or leases one (1) or more mobile unit(s) from a vendor, and when the agreement with the vendor provides that their employees perform the maintenance on their mobile unit(s), CBS is not required to assign any Technicians to perform maintenance on the vendor's mobile unit(s). If the agreement with the vendor does not provide for the maintenance of their mobile unit(s), CBS will assign Technicians to perform maintenance as if it were a CBS mobile unit.

The parties understand that representatives of a manufacturer, supplier, renter or lessor of equipment used by CBS may evaluate and/or diagnose problems with such equipment within the broadcast facilities listed in the opening paragraph of this Agreement or at remote sites (including mobile units) that contain such equipment, and may modify, repair and/or replace such equipment within these broadcast facilities or at remote sites that contain such equipment only if:

- (1) such equipment is still under the manufacturer's or supplier's warranty; or,
- (2) such equipment does not satisfactorily meet the original specifications accepted by CBS at the time of purchase and/or contains manufacturing or original design defects; or,
- (3) such equipment contains proprietary hardware or software, or requires special tools, special test equipment or special training to evaluate, diagnose or repair; or
- (4) such equipment is taken out of service by a Technician and, after management consultation with the maintenance supervisor, it is determined that given the resources available, that the work cannot be performed in a reasonable amount of time.

The Company has stated its intention of assigning Technicians to assist such representatives for instructional purposes when the Company determines that such information will be useful, but there is not obligation to assign Technicians to debug such equipment under the conditions stated.

In addition, in the New York Broadcast Center only, the parties have agreed that Sony may maintain equipment of its own manufacture which is no longer under warranty. Such out-of-warranty work will be performed in an area which has been designated for Sony and not in the CBS maintenance shop. The procedures described in subparagraph (4), above, shall apply.

At facilities acquired or constructed on or after May 1, 1994, CBS may subcontract the work of evaluating, diagnosing, modifying, repairing and/or replacing equipment within such facilities. It is further understood that the Union will have the opportunity to competitively bid on such work under the same conditions set forth in Sideletter 2. (This paragraph shall not apply to a facility acquired or constructed as a direct replacement for a facility owned by CBS on April 30, 1994.)

Further, the Company has assured the Union of its commitment to train maintenance personnel with the intent that maintenance work will be performed by Technicians, except as otherwise provided in this Agreement or as recognized by past practice.

The parties understand the need, which is likely to grow in an evolutionary manner as described by the Company, that where CBS has purchased equipment from a manufacturer or supplier, such equipment (including, by way of example but not as a limitation, component parts, printed circuit cards, assemblies and/or subassemblies contained within such equipment) which has been removed by maintenance personnel covered by this Agreement may be returned by CBS to the manufacturer or supplier, or a designee of the manufacturer or supplier, for modification, repair and/or replacement.

The parties have agreed that CBS engineers or technical managers may assign themselves, or may be assigned, to monitor the performance of equipment and/or systems in EC and TX in COA operations, and in CC, EC, NX and transmitter facilities in CTS operations, when such functions are performed for managerial reasons and not as routine assignments.

The parties have agreed that CBS engineers, technical managers and/or consultants may assign themselves, or may be assigned, to assist Technicians in the evaluation and diagnosis of problems with equipment that has been constructed by Technicians and may assist Technicians in the modification, repair and/or replacement of such equipment.

The parties have agreed that in the CBS Engineering and Development Department Lab, or in similar lab environments in other locations, Technicians may be assigned and/or CBS engineers or technical managers may assign themselves, or may be assigned, to demonstrate, evaluate, debug, modify and/or test breadboard, prototype and/or production versions of equipment that has been designed or developed by CBS and/or by manufacturers or suppliers.



## **SIDELETTER 21: Electronic Graphics Devices**

During our recent negotiations the parties discussed the matter of electronic graphics combination devices which are the subject of Section 1.03(j). We have agreed that the technology of such devices has progressed in recent years to the point that it is useful to establish a guideline for when someone other than a Technician should operate them.

When full motion video is the input, and the output consists of still video frames, or if still frame video or a previously animated sequence is the input and the output is full motion video or a sequence of still video frames (which may be animated), such work shall be deemed to be artistic and may be performed by someone other than a Technician pursuant to Section 1.03(j). If the input and output are both full motion video, and artistic manipulation takes place in the electronic graphics composition device, the work may be performed by a Technician or by a graphic artist pursuant to Section 1.03(j).

Further, the Company has assured the Union of its commitment to train Technicians to perform the operational functions reserved to Technicians by this letter.

The parties understand that the input device or devices described in Section 1.03(j) shall also include Electronic Still Storage devices, video cassette machines and/or other recording or storage media as further examples of input devices which are utilized to produce or to record, save or store graphic effects or animation. An individual who is performing work which is deemed to be artistic may utilize whatever device may be necessary, including technical devices, as input and output devices into and from an electronic graphics combination device if he is utilizing such device(s) to assist in the creation, composition, production, modification, storage, recall, activation and regulation of animation or graphic images, even if such device(s) are also used by Technicians in performing technical work.

It is understood that the maintenance controls mentioned in Section 1.03(j) are not those which would normally be adjusted by an operator of the device.

**SIDELETTER 22: Washington Lighting Upgrade**

It is understood and agreed that notwithstanding any other provision in the collective bargaining agreement to the contrary, the Company shall be required to assign or upgrade a Technician to an Assistant Supervisor on remote lighting assignments in Washington, D.C., only when the Technician is required to supervise or schedule lighting personnel.

**SIDELETTER 23: Non-Linear Editors**

*[SIDELETTER 23 WAS DELETED IN THE 2011 NEGOTIATIONS]*

*[REFER TO SIDELETTER 31]*

#### **SIDELETTER 24: ENG Committee**

During our most recent contract negotiations, the Company and the IBEW mutually agreed to establish a permanent ENG Committee, which will be composed of no fewer than two, and no more than five, members for each side. At least two times a year, the Committee will meet to engage in a free exchange of ideas about the various issues which arise because of the rapidly changing nature of electronic newsgathering. Such issues might include (but, would not be limited to): the safety of personnel; new technology and/or production techniques; enhanced training opportunities, and so on. If the parties agree that another meeting is necessary, a third meeting shall be scheduled.

This Committee's activities do not supplant the activities of any local Company/IBEW ENG committees which exist or may come into existence. Rather, the Committee will have a broader scope, providing the Company and the IBEW a forum for discussion of matters of ongoing concern to both sides.

The Committee may, from time to time, on the occasion of a Semi-Annual Consultation between the Company and the IBEW, make joint recommendation about ways for improvements. In any case, the Committee will have the responsibility periodically to report on its activities at those consultations.

## **SIDELETTER 25: Benefits Sideletter**

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 the same operation. Therefore, as has been understood in the past, changes may be made in any such plan and/or policy which are applicable to other, non-union employees of the same operation, and such changes will apply to employees of that operation covered by this Agreement, and the Company will have no obligation 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 the same operation, they will apply to employees of that operation covered by this Agreement.

The Company will bargain with the Union if it proposes to apply such a change to employees of a particular operation covered by this Agreement without also applying such change to non-union employees of that same operation.

The parties also agree that notwithstanding anything contained in this Agreement 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/lessor does not assume some or all of the provisions of this Agreement which relate to benefit plans or policies, that the purchaser/lessor must bargain in good faith with the Union as to what replacement benefit plans or policies, if any, shall be provided.

## **SIDELETTER 26: Assignment of 4 Day/10 Hour Work Week**

This will confirm our understanding with respect to the assignment of Staff, Temporary, Freelance, and 4.03(g) Technicians to a four (4) day ten (10) hour work week (4/10 week) pursuant to Section 3.01 of our Collective Bargaining Agreement:

1. All Technicians, except those assigned to a non-CBS or CBS Entertainment production, will be given the opportunity to opt out of 4/10 week assignments for a period of ninety (90) days commencing on the date that the 1997 Agreement is ratified. Elections to opt out must be made in writing and submitted to the Technician's department head within this ninety (90) day period, and will be valid through the following August 31. Technicians who do not elect to opt out of 4/10 week assignments will be subject to 4/10 week assignments at the discretion of the Company, unless specifically hired for a 4/10 week assignment. Technicians hired subsequent to this ninety (90) day period may opt out on their date of hire, unless they have been specifically hired for a 4/10 week position. Thereafter, in August of each calendar year, individual Technicians may advise their department heads in writing that they wish to opt out of 4/10 week assignments through August 31 of the following calendar year. If the opt out option is not exercised in August, 4/10 week assignments for any Technician who previously opted out may resume on September 1. Regardless of whether a Technician has opted out of 4/10 assignments as provided in this paragraph, the Company may assign Technicians on crews regularly assigned to series television up to two weeks of 4/10 week assignments during any calendar year. Such assignments shall be in addition to any other schedule changes permitted by this Agreement.
2. Technicians assigned to 4/10 weeks will be paid 10 hours of straight-time pay for the first 10 hours of work for the first 4 days worked during the work week, subject to the meal period provisions set forth in Section 3.03 of the Agreement. Work time that exceeds 10 hours in a single day or 4 days in a work week shall be paid at the overtime rate. Assignments falling on 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> days may be for less than 10 hours as permitted by the Agreement. If one or more of the days during the regular work week is an unpaid absence, the 5<sup>th</sup>, 6<sup>th</sup> or 7<sup>th</sup> day will be paid at straight time for the same number of unpaid absences (e.g. Sick days in excess of Company Policy, unpaid LOA, Jury Duty days in excess of Company Policy, etc.)
3. Technicians assigned to 4/10 weeks shall be scheduled for a minimum of two (2) consecutive days off during the work week. The Company will endeavor to honor requests for 3 consecutive days off when it is reasonable to do so, although the Company shall have no obligation to schedule three (3) days off under any circumstance.
4. Technicians assigned to 4/10 weeks who travel on a regular work day shall be paid based on a 10 hour work day. Technicians assigned to 4/10 weeks who travel on days off shall be paid in accordance with Section 3.07(b) of the Agreement.
5. Technicians assigned to 4/10 weeks shall be subject to the provisions of Section 3.04 of the Agreement, except that only 32 hours of rest shall be required over the course of a

single day off, 56 hours of rest shall be required over the course of two consecutive days off, and 80 hours of rest shall be required over the course of three consecutive days off.

6. Technicians assigned to 4/10 weeks on a continuous basis may elect to take one week's vacation as four (4) separate or combined vacation days. In order to do so, Technicians shall follow the procedures set forth in Section 3.11(j) of the Agreement. Technicians assigned to 4/10 weeks on an irregular basis shall be subject to all terms of Section 3.11(j) of the Agreement.
7. In the event a Technician assigned to a 4/10 week must be replaced as a result of absence, the Company may replace the Technician with another Technician assigned to a 4/10 work week, a Per Diem Technician assigned to a 10 hour work day, or a Technician assigned to an 8 hour work day. Replacement Technicians assigned to 8 hour calls shall be paid at the overtime rate for all work time in excess of 8 hours.
8. 4/10 work weeks shall be scheduled in minimum units of one week. Staff and 4.03(g) Technicians shall not be changed from a 4/10 week schedule to a five (5) day eight (8) hour work week (5/8 week) or from a 5/8 week to a 4/10 week more than six (6) times in any Agreement year, or one (1) time in any calendar month (except three (3) times per month twice per year in non-consecutive months), unless more frequent changes are mutually agreed to by the Company and the affected Technician. It is understood that such mutually agreed upon changes must be approved by a representative of the Union, or a Union steward. It is further understood that the notice provisions of Section 3.06 may be waived by mutual agreement in order to facilitate the above-referenced changes.

Except as provided herein, all other terms of the Agreement shall apply to 4/10 weeks as written.

## **SIDELETTER 27: Letter of Intent/Employment**

During the 1994 negotiations, we discussed the meaning and intent of Section 4.03(b), Paragraph B of Sideletter 8, Paragraph 2 of Sideletter 13, and Paragraph 2D of Sideletter 4.

The above clauses do not prohibit the Company from employing Temporary Technicians, Freelance ENG Technicians, Special Editors, or per diems while Staff Technicians are on layoff. If the Company has a business reason for the layoff, the fact that the Company employs either laid off Staff Technicians or others as Temporary Technicians, Freelance ENG Technicians, Special Editors or per diems is not an indication that the Company violates one or more of these clauses.

Also, these clauses do not require the Company to cease employing the Temporary Technicians, Freelance ENG Technicians, Special Editors, or per diems it is employing at the time of a layoff, or subsequently to cease employing those same individuals in order to provide non-staff work to laid off Staff Technicians.

The aforementioned clauses do prohibit the layoff of a Staff Technician for the purpose of replacing him in the performance of his normal function with a non-staff Technician.



## **SIDELETTER 28: Letter of Clarification/Jurisdiction**

During our 1997 negotiations we discussed Sections 1.02(b) and 1.04(8) of the Agreement, and changes were proposed to clarify these Sections. In connection with the Company's withdrawal of these proposals in Sections 1.02(b) and 1.04(8), the parties have agreed as follows:

- A. Spike TV, Country Music Television, Group W Network Services (also referred to as Group W Satellite Communications or CBS Cable), Eye Productions, and King World are not covered by this Agreement. Further, the parties agree that new entities which may be created or acquired by CBS will not be covered by this Agreement, unless otherwise mutually agreed by the parties at the time. However, the Company has assured the Union that it would not create a division or subsidiary for the purpose of transferring covered work to such division or subsidiary and claiming that Technicians no longer have jurisdiction over such work.
- B. This Agreement covers over-the-air broadcasting. During the transition period from analog to digital television, this Agreement shall cover both the traditional analog program service and the digital program service which will replace it. After the transition period, over-the-air broadcasting shall mean only the digital program service which will have replaced the former analog program service.
- C. Notwithstanding the above, the parties agreed that if work is performed for such non-covered entities or non-covered digital program services in its Broadcast Center studio facilities in New York, its Television City studio facilities in Los Angeles, its WBBM-TV studio facilities in Chicago, its KCBS/KCAL-TV studio facilities in Los Angeles, or its Washington News Bureau studio facilities in Washington, D.C., such work shall be deemed to be within the jurisdiction of Technicians and shall be performed by IBEW Technicians and treated as if performed for *Eye on People* pursuant to our letter dated January 15, 1997, covering that service. (If program material is produced in one of the listed cities for one or more non-covered digital program service(s) within a studio facility owned and operated by an entity covered by this Agreement, it shall be produced pursuant to the terms of the *Eye on People* letter.) (For purposes of this Sideletter, the *Eye on People* letter shall be deemed to continue beyond its expiration date for the duration of this Agreement.) The Company will not utilize the work of non-covered digital program services to provide news material to covered program services within the cities of New York, Los Angeles, Chicago, and Washington, D.C., in a manner that is inconsistent with the Company's present rights under this Agreement to utilize news material from outside sources. It was also agreed that the Company may assign Technicians, on a non-exclusive basis, to perform such work, but such assignments shall not be considered a grant of jurisdiction.

- D. The Company has acknowledged that production of program material for free over-the-air broadcasting over the current analog program service remains within the jurisdiction of Technicians to the same extent as in the past. Further, the Company has agreed that production for the digital program service which will replace the current analog program service will also be within the jurisdiction of Technicians to the same extent that production for the current analog program service is covered.

**SIDELETTER 29: Sabbaticals**

*[SIDELETTER 29 WAS DELETED IN THE 2011 NEGOTIATIONS]*

### **SIDELETTER 30: Remote Control Cameras**

A. This will confirm the understanding concerning Section 1.03(b)(1)(D)(iii). The parties agreed that the limit of three (3) remote control cameras set forth in that section of the Agreement would be increased to six (6) for the following events:

- NCAA Final Four
- NFL Football
- Democratic National Convention
- Republican National Convention
- Presidential Inauguration
- State of the Union Address (when CBS is pool).

It is also understood that other events may arise for which the Company believes it needs to have a higher limit. In such cases the Company will notify the Union, and the Union agrees that it will not unreasonably withhold the higher limit. Vendor aerial and specialty cameras such as pylon and line to gain are excluded from the applicable limit above.

B. The Company may accept and utilize any in-house feeds provided by other entities. There shall be no direction of or communication between such feeds and if taken live will not be used to the extent that it decreases staffing levels during the term of the 2022 CBS-IBEW National Agreement.

C. The Company acknowledges that there may be workload issues that may restrict the ability of the Company to accept all available in-house feeds and robotic cameras. The Company agrees to send out a bulletin/memorandum at the beginning of each sports season to all the assigned tech managers on regular season NFL "C: Level games and comparable sporting events requiring them to check with Operations' Management prior to accepting more than six (6) feeds into the truck without addressing workload issues.

### **SIDELETTER 31: Non-Linear Editing/Cooperative Area**

During our 2011 negotiations the Company proposed certain amendments to Sideletters 23 and 31 pertaining to computerized and non-linear editing devices, technical areas and Cooperative Areas. During the course of the negotiations it was agreed that Sideletters 23 and 31 should be consolidated as amended below. The parties further agreed that for Television City only, non-linear or computerized editing shall remain under previously existing work practices.

#### **A. Non-Linear or Computerized Editing:**

During the most recent CBS/IBEW negotiations the parties discussed the utilization of computerized editing devices, often called non-linear editors. The parties agreed that, as a result of the developments in this technology, it is necessary to establish guidelines for their use.

Both parties agreed that Technicians have exclusive jurisdiction of non-linear editing devices, limited to editing, except that others may operate such devices (including editing) and the associated playback and record VTR's used in conjunction with non-linear edit systems when:

1. the device is located in a non-technical area or as part of a Cooperative area as described in Section (B) below; and
2. the device is operated by an individual with editorial or significant content responsibility for the material being edited.

Nothing in this letter shall be deemed to restrict the right of others to operate such devices for non-editing, non-broadcast purposes in any area, nor to restrict the Company from assigning Technicians to edit in areas other than technical.

And the Company agreed that selected Technicians will be among the first to be trained in the operation of such devices.

Present installations and practices are grandfathered.

#### **B. Cooperative Area:**

1. While it is understood that Technicians have exclusive jurisdiction over non-linear edit systems and servers associated with and connected to non-linear edit systems, others than Technicians who have editorial or significant content responsibility may utilize associated equipment in Cooperative Areas. By way of example, the following individuals have editorial or significant content responsibility: Writers, Producers (including Field Producers, Segment Producers or Network Associate Producers), Reporters and Correspondents.
2. A Cooperative Area is a location in which Technicians and others with editorial or significant content responsibilities may work, utilizing non-linear edit devices which shall be connected to servers and/or tape based machines. Technicians or others with editorial or significant content responsibilities may work together or separately. It is

understood that non-linear editing may also take place outside Cooperative Areas, subject to the restrictions of Paragraph 9, below.

3. It is understood that browsing and logging may be performed by designated personnel.
4. Editorial or significant content responsibility, as the terms are used in this letter, means the primary responsibility is for other than the technical editing. The prime example of such responsibility is the responsibility for substantive content. It is agreed that an individual who performs solely technical editing functions must be a Technician.

While it is understood that the non-Technician permitted to edit under this Letter is to have editorial or significant content responsibility for the edited piece, the Union acknowledges that in certain cases more than one non-Technician may be responsible for the editing of a single piece. In all cases, these two individuals must both be responsible for the piece. For example, these two individuals could be: Sports Producer and Reporter; Investigative Producer and Reporter; Special Projects Producer and Reporter; Long-form Story Producer and Reporter or Anchor. In addition, it is permissible to pass an edited piece to all show and senior producers and news managers who have the right to edit a piece previously or simultaneously being worked on by a writer, producer or on-air talent lower in the chain of command.

Technicians have exclusive jurisdiction over ingest; however, ingesting may also be performed only by those non-Technicians with editorial or significant content responsibility for the piece they are editing. At CTS, Assignment Desk Editors may ingest material shot by a Technician or a non-CBS employee when no TOC Technician is available.

Non-Technicians permitted to edit under this Letter, including news managers, may also push a clip to the play out server.

In all cases of editing or pushing a clip to the playout server as permitted by this Sideletter, individuals with editorial or significant content responsibility shall be guided by the following examples:

Television Stations:

- (a) Permissible: A single on-air talent (such as reporters and anchors) may work interchangeably with a single writer or producer (such as field producers, segment producers or show producers).

Non-permissible: Hand-off from one on-air person to another on-air person.

- A specialty producer (such as sports) may not edit a story from an unrelated specialty (medicine) where the material does not fall in both areas.
- Producer to Producer.

- (b) Permissible: A story edited by a writer or producer for a broadcast in one day part/shift can be subsequently edited by a different writer or producer assigned to that story on another day part/shift if a Technician is not reasonably available.

Non-permissible: A story edited by a writer or producer for one broadcast may not be edited by another writer or producer for the same broadcast.

- (c) Non-permissible: An intern, Desk Assistant or a trainee who is not a writer or producer may not edit for broadcast.
- (d) Permissible: All show and senior producers and news managers can edit a piece previously or simultaneously being worked on by a writer, producer or on-air talent lower in the chain of command.

CBS News:

- (a) Permissible: A single on-air talent (such as correspondents and anchors) may work interchangeably with a single writer or producer (such as associate producers, field producers, segment producers or show producers).

Non-permissible: Hand-off from one on-air person to another on-air person.

- A specialty producer (such as legal) may not edit an unrelated specialty (such as political) where the material does not fall in both areas.
- Producer to Producer.

- (b) Permissible: A story edited by a writer or producer for one network broadcast can be subsequently edited by a different writer or producer assigned to that story on another broadcast if a Technician is not reasonably available.

Non-permissible: A story edited by a writer or producer for one network broadcast cannot be subsequently edited by a different writer or producer assigned to that story on the same broadcast.

- (c) Non-permissible: An intern or a trainee who is not a writer or producer may not edit for broadcast.
- (d) Permissible: All executive and senior producers and news managers can edit a piece previously or simultaneously being worked on by a writer, producer or on-air talent lower in the chain of command.

Except as provided in the Agreement or in this Sideletter, all editing must be performed by Technicians.

5. Cooperative Areas will be administered by IBEW Supervisors, who may be working Supervisors. It is understood that these Supervisors may supervise multiple Cooperative Areas in addition to other areas, as prioritized by management. The Supervisors may also

be the individuals who edit or perform maintenance on the non-linear edit devices, the server(s) and/or tape machine(s) associated with and connected to the non-linear edit devices. The Supervisor, under the direction of management, shall be responsible for the operation, maintenance, and administration of the Cooperative Areas. The Supervisor and an appropriate management person shall coordinate system upgrades and training. A Supervisor shall be designated (not necessarily a new Supervisor) when an existing area is redesignated a Cooperative Area, or when a new Cooperative Area is created and, if needed, training will be provided. A Supervisor shall be included in the design, installation and implementation of the non-linear edit and server/tape-based systems in Cooperative Areas, so that the Supervisor will be better equipped to perform his responsibilities in the Cooperative Areas.

The Company has agreed to set up a tracking system using existing ENPS or iNews software (news room production systems) to log and track material edited by Technicians and non-Technicians, to the extent possible, as a way to ensure that the provisions of this language are maintained. The Company will provide access to these systems for the IBEW Cooperative Area Supervisors, and others (to be determined by the Company and the IBEW) to monitor such usage.

6.
  - (a) The Union expressed concern over job security for Technicians who perform functions covered by this Letter. In order to insure that Technicians have continued job opportunities, the Company will train Technicians on these new systems.
  - (b) The Company has agreed that when a Technical area is redesignated a Cooperative Area and non-linear edit systems are installed, Technicians who are impacted by the redesignation shall be given training priority.
  - (c) Technicians shall be given expanded opportunities to compete for other jobs, which may or may not require hyphenation.
7. Company agreed that new installations of non-linear edit systems must be made in a Cooperative Area or must comply with the requirements of Paragraph 9, below.
8. It is understood that when servers are installed and connected to non-linear systems, there will be different types of non-linear editing. Workstations, which may frequently include a newsroom computer system, shall also be connected to a server, but they may be located in a Cooperative Area or elsewhere, such as the location where a person with editorial or significant content responsibility may perform his work.
9. Outside Cooperative Areas, the following shall apply:
  - (a) Once a Cooperative Area is established in a location of a division, non-linear editors outside the Cooperative Area and not attached to the Cooperative Area server may only be operated by Technicians, unless the system is covered by Section (A) of this letter.



- (b) If equipment in current systems needs to be replaced, such replacement equipment shall be deemed covered by Section (A) of this letter if it has capabilities similar to those of the replaced equipment.
  - (c) If a non-linear system is installed after August 1, 1999, and there is no server/Cooperative Area at the location of the division, its operation must be in accordance with Section (A) of this letter. When a division at a location installs a server, all existing systems that are not part of the Cooperative Area within that division at that location become subject to Section (A).
  - (d) Nothing in this Letter shall be deemed to restrict the right of others to operate such devices for non-broadcast purposes in any area, nor to restrict the Company from assigning Technicians to edit outside Cooperative Areas.
10. The parties have agreed to establish a standing committee consisting of three (3) persons appointed by each side to resolve disputes which arise under this Letter or to consider unforeseen matters related to it. The committee decisions in these matters shall be binding. The intent is to have the parties most intimately familiar with this language participate on this committee. In the event that the standing committee fails to reach a decision, the dispute will be referred to the grievance and arbitration procedures provided for in Article II.

### **SIDELETTER 32: Performance Evaluation System**

During the 1999 negotiations, the Company proposed implementing a merit pay system.

After prolonged discussions, the Company agreed to withdraw its proposal. However, the Company has informed the Union that it intends to implement a performance evaluation system for Technicians at three (3) television stations covered by this Agreement: WCBS-TV, WBBM-TV, and KCBS/KCAL-TV. The Union has advised the Company that it wishes to be involved in the development of a performance evaluation system, and the Company has agreed to confer with the Union as it develops this system.

Each station intends to provide each individual staff and 4.03(g) Technician with a performance evaluation on an annual basis, a copy of which shall also be provided to the appropriate Local Union. These evaluations are apart from and shall not be substituted for disciplinary procedures.

While other divisions of the Company do not intend to implement such a performance evaluation system at this time, the Company reserves the right to do so in the future.

**SIDELETTER 33: Cross Assignment of Technicians at CBS Radio**

*[SIDELETTER 33 WAS DELETED IN THE 2017 NEGOTIATIONS]*

**SIDELETTER 34: Duopoly**

In the event the Company should purchase a second television station in New York or Chicago, or a third station in New York, Chicago or Los Angeles, the parties agree that they shall meet and discuss the job functions which will be needed if such new station(s) (is) (are) consolidated with an existing station. Absent a different agreement by the parties, it is agreed that the situation shall be treated in the same manner as the KCBS-TV/KCAL-TV matter was treated.

### **SIDELETTER 35: 24P Technology**

During the 2003 negotiations, the parties discussed the reference to film in Section 1.03(b) which excludes film work from jurisdiction, and a Company proposal relating to that Section which would have provided that work traditionally done on film which may now be done utilizing 24P digital technology (or any other technology which effectively substitutes for the look of film) and which is shot film-style, is not included within the work jurisdiction of this Agreement. The proposal also would have provided that work performed for prime time multi-camera dramatic programs (including sitcoms) using 24P digital technology (or any other technology which effectively substitutes for the look of film) is not within the exclusive jurisdiction of Technicians. The Company expressed its concerns that the Union not claim jurisdiction over such programs, which are of the type which traditionally have been shot on film and which, therefore, have not been included within the work jurisdiction of this Agreement. The Union expressed its concerns that Technicians not lose work which, traditionally, they have performed live and/or on video tape. Each party recognized the validity of the other's concerns.

The Company has assured the Union it will continue to use Technicians to perform work which Technicians have traditionally performed. By way of example and not limitation, the Company will continue to utilize Technicians for news, sports, promos (when produced by in-house staff), game programs, daytime serials, variety programs, talk shows, and live dramatic programs.

For its part, the Union has assured the Company that it will not claim work which traditionally has been done on film but may be done in 24P digital technology (or any other technology which effectively substitutes for the look of film). Examples of such programming would be prime time dramatic series, e.g., CSI, The District, etc.

The Company has assured the Union that while jurisdiction over prime time multi-camera dramatic programs (including sitcoms) using 24P digital technology (or any other technology which effectively substitutes for the look of film) is non-exclusive, its preference is to utilize Technicians, since doing so is efficient and cost-effective in Company facilities.

However, with regard to 24P digital technology, both parties also agree that it is in their mutual interest for the Company to attract as much business as possible, and that doing so may require the Company to permit producers to utilize individuals with whom they wish to work.

Thus, while the Company will continue to encourage producers to utilize Technicians on their productions, the producers may not be willing to do so, and the Company intends to accept such work to utilize its facilities. In cases where a producer wishes to hire his own crew but use CBS equipment, the Company will require the producer to utilize CBS Technicians for maintenance of CBS equipment, and if CBS tape machines are utilized, for operating such machines. The Company will also continue to attempt to supply additional Technicians to such producer when the opportunity to do so arises.

### **SIDELETTER 36: Work Performed for the Internet**

During the term of our 2003-2007 Agreement, the parties discussed several times work which is performed for the internet. The Union took the position that technical work performed for the internet which is similar to work for broadcasting is within its contractual jurisdiction and should be assigned to Technicians. Examples include, but are not limited to, shooting video with a camera, editing, audio and switching. The Company took the position that the Union's jurisdiction is over work performed for broadcasting, that work performed for the internet is not for broadcasting, and therefore, Technicians need not be assigned to such work.

The parties also discussed that there have been a number of instances where the Company and the Union have agreed that it made sense to assign Technicians to perform certain work, even though the company's position was that there was no contractual mandate to do so, and it has worked to the benefit of both parties to have Technicians perform this work.

The Union and the Company have discussed the internet and are in agreement that there may well be instances where using Technicians to perform functions for the internet would be mutually beneficial. Therefore, the Company has agreed that it will actively look for opportunities to assign Technicians to perform work for the internet, even recommending to sister companies within CBS Corporation that they consider using Technicians (e.g., InTurns). The Company will also consider instances which the Union brings to its attention. Provided the Company fulfills its commitment as stated above, the Union has agreed that during the term of the 2007 – 2010 Agreement it will not claim that work performed for the internet is within the exclusive jurisdiction of Technicians.

In addition, the Company has indicated that it will evaluate whether there may be opportunities to utilize Technicians in other emerging media, and the Union has agreed that if approached by the Company about possible work for Technicians for a project in such media, it will work in good faith with the Company to determine appropriate wages and terms of work for such project. It is understood that since neither party knows what emerging media may develop, this paragraph shall not be deemed to be a waiver of any rights either party may currently have.

### **SIDELETTER 37: Consolidation of Operations**

If the Company intends to merge or consolidate all or substantially all of its Network News, Sports or Operations divisions or a Local Television Station employing IBEW members with that of another entity that is not affiliated with the Company prior to the merger or consolidation that materially and significantly impacts the work performed by Employees covered by these Agreements, such as, for example, a merger with CNN or Bloomberg Television, the following shall apply:

- (a) The Company shall notify the IBEW in writing of its intent to reopen the Agreement(s) affected by the merger or consolidation to bargain in good faith over any matters required by law, including but not limited to the merger/consolidation and its impact on IBEW-represented employees, and any proposals or counter proposals that may be made by the IBEW, as well as any contractual provision that may relate to such merger or consolidation.
- (b) The parties agree to meet within thirty (30) days of the above-referenced notice. Prior to such meeting, the Company shall provide non-privileged information to the IBEW concerning all aspects of the merger or consolidation that is requested in a timely manner by the IBEW and is relevant to the IBEW's role as collective bargaining representative, provided the Company reserves its right to negotiate over confidentiality.
- (c) The parties agree to bargain in good faith over the Company's proposals and any proposals or counter-proposals made by the IBEW. The parties shall endeavor to complete these negotiations within ninety (90) calendar days from the date negotiations commence.
- (d) Except to the extent provided herein, the Company and the IBEW reserve their respective legal rights.
- (e) After ninety (90) calendar days from the date re-opener negotiations commence or upon final regulatory approval of the merger or consolidation, if required, except where the Company has obtained the right to merge or consolidate operations earlier (e.g., a local station management agreement), whichever is later, the Company shall have the right to unilaterally implement its last, best and final offer regarding changes in the terms and conditions of employment over which it has bargained in good faith. If the Company does so, the provisions of Article VIII of the National Agreement shall be suspended upon the date of implementation.
- (f) The Company agrees to maintain the status quo until the completion of the ninety (90) day negotiation window or the date of final regulatory approval, if required, (except to the extent provided above), whichever is later. Except to the extent the parties may agree otherwise, in the event the merger or consolidation is not completed, the existing Agreements shall remain in full force and effect, and any agreement reached during the negotiation window shall be null and void.

### **SIDELETTER 38: Control Room Automation**

The Company has stated its desire to share jurisdiction between Technicians and non-Technicians (only non-hyphenated DGA [Director's Guild of America] represented employees) for the purpose of coding and operating Production Control Room Automation (PCRA) systems. The intent of this Letter is to define the shared jurisdiction for PCRA as well as training for Technicians impacted by this language. No more than one (1) DGA represented employee shall perform PCRA functions in one PCRA area at one time. Nothing in this Sideletter 38 shall preclude the use of a single hyphenated employee to perform multijurisdictional functions.

(a) The operation and maintenance of control room systems for live news broadcasts continues to be the exclusive jurisdiction of Technicians. Notwithstanding language in any other agreement, shared operation of PCRA systems is only permitted with non-Technicians under the following conditions:

- (1) The Technician and non-Technician shall share and be knowledgeable in all duties required of both individuals.
- (2) Programming, coding and/or other operating duties shall be shared between the Technician and non-Technician.
- (3) It is understood that whenever the automation system is non-operational and/or requires the manual operation of technical equipment historically operated by Technicians, then Technicians shall operate that equipment.

(b) It is understood that this language only pertains to production control room automation systems and does not include Master Control Room automation systems at the TV Stations or MDC systems installed in NY or LA.

(c) Installation and maintenance of PCRA systems is the exclusive jurisdiction of Technicians, with the understanding that manufacturers may work side-by-side with Technicians during installation and system configuration. Maintenance Technicians will also be assigned to work alongside the manufacturer during system upgrades.

(d) Any data or setup required to be manually entered into any device controlled by the PCRA system (such as, but not limited to switchers, audio consoles, graphics devices and robotic systems) or their associated systems (such as, but not limited to, panels, computer screens, keyboards, mice or other input devices used to control routing switchers or other manually operated control panels or systems) must be performed by a Technician.

(e) Before the PCRA system is installed and operational, assuming that this new technology will negatively impact the bargaining unit staff, the Employer shall notify the Union at least 60 days prior to implementation and shall provide the number and names of those employees and how they will be affected.



(f) The Company shall provide Technicians assigned to PCRA operations with the training necessary for them to perform their assigned duties.

(g) Any Technician who is laid off as a result of the Company's use of PCRA systems shall receive double the severance pay the laid off Technician would otherwise be entitled to under Section 5.11 of the Agreement, provided the laid off Technician signs a release of claims on a form provided by the Company and agrees to waive any applicable recall rights.

(h) Following the installation of a PCRA system, ELC operators assigned to that PCRA system shall receive an upgrade equal to \$20 per day above the applicable Technical Director rate.

### **SIDELETTER 39: Future Transmission Method Change**

During the course of the 2011 negotiations, the Union expressed concern that as transmission methods change, the Company may contend that the Union no longer has any jurisdiction. In order to alleviate concerns of the Union and the employees it represents, the Company has assured the Union that while the Agreement states that it covers over-the-air broadcasting, it has no intention of replacing Technicians who perform functions for the primary program service if other than over-the-air transmission is utilized to send a signal to viewers as follows:

The Company previously agreed to continue using Technicians for work on the primary digital program service which replaced the former analog program service. The Company now agrees that should the current digital transmission service be replaced by some other means of sending the program service to viewers, e.g., through fiber-optic cable from the Company's broadcast facilities to cable and satellite head ends, the production of program material for the new program service will remain within the jurisdiction of Technicians to the same extent as is currently the case.

Other than as explicitly stated above, the foregoing does not confer any additional jurisdiction to Technicians or to the Union.

**SIDELETTER 40: Subclipping**

Subclipping is the electronic editing of material to be used for editing, archiving or other production purposes. Subclipping may be performed by others than Technicians. Material which is subclipped for use in a story may be edited only by a Technician or by someone other than a Technician who is otherwise permitted to edit.

## **SIDELETTER 41: CBS/IBEW Partnership Opportunities**

In recognition of the rapid changes that are occurring in the broadcasting industry and the impact on CBS (“the Company”) and the International Brotherhood of Electrical Workers (“the Union”), the parties express their intent that a forum be formed to address areas of common interest and promote principles of partnership between the Union and the Company. The Union and the Company agree to the following:

1. Continue to utilize the semi-annual consultations as a forum for business discussion for early communication and discussion between the parties on business developments that affect the Company and the Union and concern their constituencies.
2. Explore the opportunity for CBS to participate in the IBEW Code of Excellence program.
3. Discuss and review innovative approaches to equip the Company to maintain high levels of excellence in service, operations, products and technology in an increasingly competitive marketplace in both traditional and newly emerging technologies. This will improve the employees’ competitive responsiveness while protecting and enhancing opportunities for employment security.
4. Maintain the excellent communications and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes, competitive threats, cost challenges and developments in both the Union and Company environments.
5. Provide an opportunity at the semi-annual consultations for the Union to discuss at a national level various work being conducted outside of the IBEW jurisdiction and for the Union to suggest how employees might perform the same work in a practical and effective manner that meets the cost and timeline objectives of the business. In appropriate circumstances the Company may consider such suggestions and as appropriate the parties may mutually agree that such discussions be continued between designated local management and union representatives.
6. This agreement is not intended to displace the collective bargaining process.

It is understood that the grievance and arbitration procedures of this Agreement do not apply to the terms of this Sideletter.

## **SIDELETTER 42: Earned Sick Time for Non-Staff Employees**

Non-staff Technicians who are not covered by Sideletter 43 and who have worked less than fourteen hundred (1,400) base hours during the preceding calendar year shall accrue one (1) eight (8) hour day of sick leave paid at the Technician's base rate of pay for every two hundred eighty (280) straight time hours worked, up to a maximum of five (5) paid sick days. Unused sick days may be carried over into the year that immediately follows the year of accrual, but existing hourly accruals will revert to zero on January 1 of each year. Non-staff Technicians who have worked at least fourteen hundred (1,400) base hours during the preceding calendar year shall be entitled to five (5) paid sick days paid at the Technician's base rate of pay in the current year. Non-Staff Technicians covered by Sideletter 43 shall continue to accrue sick time as provided in Sideletter 43. The Employer may require verification of illness prior to any payment. Sick days for fourteen hundred (1,400) hour Technicians and Technicians covered by Sideletter 43 do not carry over from one year to another. For the avoidance of doubt, no non-staff Technician shall be eligible for more than five (5) sick days in any calendar year.

The parties hereby acknowledge that the applicable Agreements between them covering IBEW-represented employees provide for benefits comparable to those under the New York State and City Earned Safe and Sick Time Acts, (Chapter 31, Article 6, Section 196-b of the Consolidated Laws of New York and Title 20, Chapter 8, Section 20-911 of the New York City Administrative Code) the sick leave provisions of the City of Los Angeles Minimum Wage Ordinance (as modified in the City's Rules and Regulations Implementing the Minimum Wage Ordinance, Article 7, Section 187.00 of the Los Angeles Municipal Code), and the Washington, DC Accrued Sick and Safe Leave Act (the "Acts") (Title 32, Chapter 1A, Section 32-131.01 of the Code of the District of Columbia). Staff employees are eligible for paid sick days, as well as paid short term illness leave. Non-Staff employees receive rates between approximately nine (9) and twenty-six percent (26)% higher than those applicable to IBEW-represented staff employees, vacation pay of 4% of their total yearly IBEW earnings, premium pay for any hours worked on either of their two specified days off per week, and holiday pay at premium rates.

Except in jurisdictions where the provisions of this Sideletter are pre-empted by local law and not subject to waiver, the parties thus expressly waive application of the Acts to all Staff, Freelance and Per Diem IBEW-represented employees working under the Agreements to the full extent that such waivers are permitted by the Acts, in addition to the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.01(e), 37.03, 37.07(a)(1)(B)(ii) and 37.07(f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Chicago and Cook County Earned Sick Leave Ordinances (Chapter 6-105 of the Municipal Code of Chicago and Chapter 42, Article 1, Division I, Section 42-1 of the Cook County, Illinois Code of Ordinances); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; Section 8-13.3 of the Colorado Revised Statutes; the New Jersey Earned Sick Leave Act (Section 34:11D-1 of the New Jersey Statutes Annotated); and any other ordinance, statute or law

requiring paid sick leave that is hereafter enacted (“Future Legislation”). To the extent that Future Legislation may require an explicit reference to such Future Legislation for a waiver to be valid, it is understood that the IBEW and the CBS shall memorialize any such waiver as necessary to conform with the specific waiver requirements of the applicable Future Legislation.

**SIDELETTER 43: Weekly On-Call Technician**

During the 2014 negotiations, the parties agreed to resolve the matter of individuals at TV City in Los Angeles who are employed as Temporary Technicians. The parties agreed as follows:

1. This agreement applies only to Television City in Los Angeles.
2. A new category of employee, “Weekly On-Call Technician,” is created. The terms and conditions of Temporary Technicians, as provided in Section 4.03(a) – (f) shall apply except as expressly modified below. The Company may continue to employ Temporary Technicians. If the Company elects to retain a Temporary Technician for more than 52 weeks out of 104, the Temporary Technician shall become a Weekly On-Call Technician.
3. An individual who works as a Weekly On-Call Technician for fifteen (15) [ten (10) effective May 1, 2023] cumulative years shall be converted to a 4.03(g) Technician. Cumulative time worked as a Temporary Technician prior to becoming a Weekly On-Call Technician shall be credited toward the fifteen (15) [ten (10) effective May 1, 2023] years.
4. A Weekly On-Call Technician may be assigned to a work week of five (5) eight-hour days, or four (4) ten-hour days.
5. In lieu of the 4% vacation premium (as provided in Sideletter 14), Weekly On-Call Technicians shall be entitled to vacation with pay in accordance with the following schedule:

Three months’ employment	One week
One year’s employment	Two weeks
Two years’ employment	Three weeks
Seven years’ employment	Four weeks

6. Weekly On-Call Technicians shall be entitled to five (5) sick days per calendar year, two of which will be considered to be “flex” days, which may be used for sickness or for reasons other than sickness. Sick days do not carry over from one year to another. If one or both flex days are carried over into the following year, the Technician will only earn new flex day(s) if such carryover day(s) are used in the following year. At no time may a Weekly On-Call Technician accumulate more than five (5) sick/flex days.
7. The Company will endeavor to provide reasonable notice that a Weekly On-Call Technician’s services will be terminated/laid off.

8. Television City weekly on-call employees who currently receive at least three (3) weeks' vacation or more may elect to receive one (1) week as individual days. If a weekly on-call employee makes such election, the Company may assign up to two (2) days' vacation, either as individual days or as contiguous days. The Company shall give the Technician notice of the two (2) Company assigned discretionary days prior to assigning such vacation days at the same time they post the annual vacation schedule. In addition, the Weekly On-Call Technician may use three (3) individual days at their discretion upon prior approval of management and with a minimum of seven (7) calendar days advance notice.
9. In all cases where a Weekly On-Call Technician knows that they will be unavailable to accept an assignment they shall give the Company at least seven (7) calendar days advance notice (except in emergent circumstances).
10. When a contractual/Company holiday falls during a work week, the Weekly On-Call Technician shall be paid at the Per Diem rate for those days during that work week that the Technician works, however there will be no break in the cumulative years of service as a Weekly On-Call Technician.
11. Weekly On-Call employees who have worked fourteen hundred (1,400) credible hours in each of the prior three (3) consecutive years shall be eligible for Jury Duty leave in accordance with Company Policy.
12. Effective May 1, 2023, Weekly On-Call Technicians shall be entitled to severance pay as outlined below:

<u>Qualified Years</u>	<u>Number of Weeks of Severance Pay</u>
2	1
3	2
4	3
5	4
6	5
7	6
8	7
9	8



## **SIDELETTER 44: Preference of Employment-Freelance and Per Diem Employees**

1. After a Freelance or Per Diem employee has worked seven hundred and fifty (750) gross hours or more in each of two (2) consecutive years with the Employer, such Freelance or Per Diem employee will have preference of employment in the following year, meaning that a such Freelance or Per Diem employee will not be eliminated from the referral process for arbitrary or capricious reasons. Such employees will maintain preference of employment in subsequent years, provided they continue to satisfy the eligibility requirements above.

2. Notification. In the event that a regularly-scheduled freelance or per diem technician has his/her base hours reduced by fifty percent (50%) or more, management will notify the employee of the reason for the decision. Regularly-scheduled freelancer or per diem is defined as someone who has worked seven hundred and fifty (750) gross hours or more in the past two (2) consecutive years with the Employer.

3. Disciplinary Meeting. When Labor Relations is made aware of an impending disciplinary meeting with a freelance or per diem IBEW-represented employee, Labor Relations will notify the Union in advance of such meeting.

4. Letter of Engagement. For CSD, the Company may offer a letter of engagement to a Freelance or Per Diem Technician whereby the Company commits to employ the individual for [specific dates] subject to satisfactory performance. The employee's acceptance of the engagement letter serves as a binding commitment on the employee to provide services for the [specific dates]. If the employee breaches his/her obligation to provide services in accordance with the engagement letter it may result in CSD removing the employee from the referral process. This provision will be in effect for the term of the 2022 – 2025 CBS/IBEW National Agreement and will automatically expire on April 30, 2025.

5. Season Schedule Changes. For CSD Freelance or Per Diem Technicians who have worked at least seven hundred and fifty (750) gross hours in each of ten (10) consecutive years (excluding the year 2020 if an individual failed to work the requisite hours) and whose services will no longer be utilized on the subsequent season for reasons other than a reduction in crew size or misconduct, the Company will provide six (6) months' notification if they will no longer be utilized or employment in another assignment for no more than one season. Should the employee refuse such assignment the Company has no further obligations to the employee under this provision. This provision will be in effect for the term of the 2022 – 2025 CBS/IBEW National Agreement and will automatically expire on April 30, 2025.

**SIDELETTER 45: Severance for Per Diems in Studio Production**

This will confirm the understanding reached during the 2017 negotiations regarding severance pay for per diem employees who have worked on a studio production for ten (10) or more consecutive “qualified years” subsequent with February 1, 2017. After ninety (90) days have elapsed since their last day of employment, for reasons other than cause, such employees shall be entitled to severance pay based upon the chart below:

<u>Qualified Years</u>	<u>Number of Weeks of Severance Pay</u>
10	2
11	4
12	5
13	6
14	7
15	8
16	9
17	10
18	11
19	12
20	13

As used herein, the term “qualified year” shall mean two hundred (200) or more work days in a calendar year.

Severance pay shall be based on the twelve (12) consecutive month period ending on the date of severance, divided by fifty-two (52) weeks.

If the employee rejects an offer of employment from the Company during the ninety (90) day period referenced above, such employee shall lose their qualification for severance pay.

Once an employee has received severance pay pursuant to this sidebar, they shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by the Company following their receipt of severance pay.

The employee must make a request for severance. Any claim for payment of severance pay not presented to the Company within three hundred and sixty-five (365) calendar days after the date upon which the employee is qualified for severance pay shall be deemed waived.

**SIDELETTER 46: Assignment of IBEW represented Technicians to CBS Interactive's CBSN Service**

During the 2017 negotiations, CBS Broadcasting Inc. (CBS) and the International Brotherhood of Electrical Workers (IBEW) discussed the assignment of control room and studio floor technicians at the CBS Broadcast Center in New York to the CBS Interactive CBSN on-line streaming service (CBSN). CBS Interactive, a separate Subsidiary of CBS Corporation, has developed an online streaming service that includes CBS News material. In connection with this service, CBS Interactive has expressed its desire to continue to utilize the services of IBEW represented Technical Directors, Control Room Technicians and Studio Floor Technicians for various projects and stories (Assigned Technicians). Except as modified herein, all other terms and conditions of employment applicable to Assigned Technicians shall be pursuant to the current CBS/IBEW National Agreement (the Agreement).

Employment. CBS may employ Assigned Technicians as Technical Directors, Control Room Technicians and Studio Floor Technicians pursuant to the terms of this Sideletter. It is understood that Assigned Technicians are employees of CBS News and not of CBS Interactive. The status of Assigned Technicians shall be the same as that of 4.03(g) Technicians under the current Agreement.

As a point of clarification, the parties agree that CBS may elect to broadcast news program material produced by CBSN in a CBS News program. CBSN-shot news material produced pursuant to this Sideletter shall be subject to the "prosumer camera" limitations in Section 1.03(b)(1)(F) of the Agreement. If a CBSN edited news piece is used in a CBS News broadcast, CBS will limit the use of such pieces to two (2) per broadcast program per day. Only the initial use of the material shall count against this limitation.

In the event of a breaking news event which CBSN is covering and for which CBS does not have Technicians present, CBS may air the CBSN stream whether such airing is within a CBS News broadcast or outside of a CBS News broadcast.

CBS may also feed the CBSN stream to owned stations and/or affiliates for use in their local broadcasts.

Mutual Understandings. It is understood that CBS Interactive will employ employees who will be performing certain functions, e.g., non-studio cameras and cameras not directly related to the streaming, editing, etc. of CBS News material, in the same general area where Assigned Technicians are working. Such employees are not covered by the terms of this sideletter.

It is understood that CBS Interactive is a separate subsidiary of CBS Corporation, and that it has elected to utilize facilities and manpower supplied by CBS. It is further understood that CBS Interactive has the ability to determine where it will produce material for its services. Therefore, should CBS Interactive elect to cease utilizing the facilities of CBS, the employment of Assigned Technicians working under this sideletter may be terminated. If a terminated

Assigned Technician is eligible for severance pay it shall be paid in accordance with the then-current Agreement. It is further understood that this sideletter does not constitute a grant of jurisdiction over any work of CBS Interactive, nor does it constitute a change in jurisdiction over any work for CBS.

## **SIDELETTER 47: Hubbing of Television Station Master Control Operations**

During the course of the 2017 negotiations, the parties agreed that any CTS Station covered by the Agreement may elect to hub its Master Control functions from one or more locations which control multiple stations' Master Control facilities. Such hubs may be owned by the Company or by an outside company to which the Company contracts out the work. Should the Company contract out such hubbing work to an outside facility and then at a later date elects to bring master control operations back to the Stations covered under this Agreement or in-house to a facility within the DMA of those Stations, those functions will be performed by IBEW technicians under the jurisdiction of this Agreement.

The Company recognizes the considerable value its Station Master Control ("MCOs") provide and the contributions they have made to the Company over the years. Staff MCOs may exercise their seniority rights pursuant to this Agreement in seeking reassignment to another technical position at the Station. Staff MCOs may also apply for any open position at the Station(s), Network or other divisions or accept an enhanced severance package as indicated below. Such position may be either within or outside the jurisdiction of this Agreement and shall be mutually agreed upon by the Company and the Staff MCO. A Staff MCO who accepts a position not covered by the Agreement does so with the understanding that he/she will no longer be covered by this Agreement. Should a Staff MCO accept a new position, the Company and the Staff MCO will meet to discuss appropriate training for the new position. The Company will provide the Staff MCO with two (2) months training for the new position. The Company shall provide an additional one (1) month of training at the Staff MCO's request. The Company shall then have the right to determine the sufficiency of training and whether after completion of the training the Staff MCO is qualified for the position in which he/she is interested.

Additionally, 4.03(g) MCOs are free to apply for any open position for which they feel they qualify based upon their skills and abilities either at the Station(s) or the Network or other divisions that may have openings and will be given reasonable consideration for any such position by the Company. Such positions may be either within or outside the jurisdiction of the Agreement. A 4.03(g) MCO who accepts a position not covered by the Agreement does so with the understanding that he/she will no longer be covered the Agreement. Should a 4.03(g) MCO accept a new position, the Company and the 4.03(g) MCO will meet to discuss appropriate training for the new position. At a minimum, the Company will provide the 4.03(g) MCO with two (2) months training for the new position. The Company shall provide an additional one (1) month of training at the 4.03(g) MCO's request. The company shall then have the right to determine the sufficiency of training and whether after completion of the training the 4.03(g) MCO is qualified for the position in which he/she is interested.

The Company and the IBEW agree that the specifics regarding the training framework and timetable shall be discussed by the CBS/IBEW training committee at the Semi-Annual Consultations.

Any MCOs, whether Staff or 4.03(g) who do not move into another position with the Company or Technicians who are laid off as a result of hubbing shall receive the greater of (i) double the severance pay they would otherwise be entitled to under Section 5.11 of the

Agreement or (ii) two (2) weeks of pay for each year of service capped at 65 weeks. In addition, for those who are currently enrolled in Company health coverage and elect either Company retiree medical or COBRA coverage, the Company shall continue to make a monthly payment equivalent to the amount that the Company currently pays for the employer portion for their medical insurance premium for the number of weeks for which they are eligible for severance. In order to receive this enhanced severance, the employee must sign a release of claims on a form provided by the Company and agree to waive any applicable recall rights.

If a MCO seeks to move into a new position with the Station in lieu of accepting the severance, receives training for such new position and then later decides not to take the new position but to receive the above severance, the MCO's severance and medical subsidy shall be reduced by the numbers of weeks that such training extended beyond the time that the Company ceased to perform Master Control functions (i.e., "lights out"). Such severance and medical subsidy reduction shall also apply to MCOs who use the training beyond "lights out" but do not make a good faith effort in pursuing the new position. However, an MCO who does not begin his/her training until after "lights out" shall not be subject to this paragraph.

Technicians at the time of a layoff due to hubbing who would not otherwise be affected by a layoff may step forwards and request to resign with severance under the above terms. The number of such resignation with severance and the Technicians who may resign with severance shall be at the sole discretion of the Company. Nothing in this Agreement prohibits CBS and the IBEW from mutually agreeing to other options.

**SIDELETTER 48: CBSN – Video Producers**

As discussed in the 2021/2022 Negotiations, the Company agrees to the following as it relates to Video Producers employed by CBS News/CBSN:

The Video Producer bargaining unit as defined in the July 28, 2020 Memorandum of Agreement between CBS and IBEW-Local 1212 (Senior Video Producers, Video Producers and Assistant Video Producers) shall be subject to the terms and conditions of the CBS-IBEW National Agreement. The unit members shall be accorded status as 4.03(g) Technicians.

It is further understood that the Company may cross-utilize the employees of this unit on all CBS News platforms.

**SIDELETTER 49: CBSN/CBSn – Field ENG Work**

As discussed in the 2021/2022 Negotiations, the Company agrees to the following as it relates to Field ENG work for CBSN and CBSn:

- Employees at WCBS-TV, WBBM-TV, KCBS/KCAL-TV performing Field ENG work for CBSn shall be covered by the terms and conditions of the CBS-IBEW National Agreement.
- Employees performing Field ENG work for CBSN, including the programming currently known as “CBSN Originals”, shall be covered by the terms and conditions of the CBS-IBEW National Agreement.