

KCBS/KCAL-WGA WEB NEGOTIATIONS
MEMORANDUM OF AGREEMENT
(Subject to notice of ratification by 4pm PST Friday September 30, 2022)

1. **ARTICLE XXII -TERM:** Three (3) years, Date of Ratification - October 8, 2025

2. **ARTICLE X – WAGES:**

New min or 1% increase effective upon notice of ratification
 2% increase effective 10/9/22
 2% increase effective 10/9/23
 2% increase effective 10/9/24

Retroactivity- 1% back 1 year from date of ratification. Increases will apply to those who are being paid overscale.

Amend subparagraph A as follows:

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

	Current	Date of Ratification (New Minimum)	<u>10/9/22 (2%)</u>	<u>10/9/23 (2%)</u>	<u>10/9/24 (2%)</u>
0-12 months	\$773	<u>\$893</u>	<u>\$911</u>	<u>\$929</u>	<u>\$948</u>
After one (1) Year	\$911	<u>\$1038</u>	<u>\$1059</u>	<u>\$1,080</u>	<u>\$1,102</u>

3. **NEW ARTICLE XXIII – PERFORMANCE EVALUATION**

The Company will administer performance evaluations for employees covered by this Agreement. Performance evaluations shall be conducted in accordance with prevailing Company Policy. The Company agrees not to use the Performance Evaluation/Goal Setting document as the basis for discipline or discharge. However, the underlying conduct may be used as the basis for discipline or discharge. This provision shall not otherwise limit the Company’s ability to discipline or discharge an employee.

4. **ARTICLE XI – WORKING CONDITIONS**

Add new paragraph to subparagraph D. – MEAL PERIOD:

If an employee is not given a minimum of a ½ hour meal period, then such employee shall receive a \$15 meal penalty.

5. ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

Add paragraph:

D. In the event the parties fail to resolve the issue, either party may request arbitration, and such request must be made in writing within twenty-one (21) days of the last meeting.

Failure of the Employer or the Union to meet any of the above-provided time limits shall waive that grievance for all purposes; however, the above time limits may be extended by mutual consent of both parties. Such mutual consent must be in writing.

Either party may request arbitration by delivering written notice to the other party within the time limits provided above.

In the event of any such request for arbitration, the Company and Union shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, the Guild and the Company shall alternate on a case-by-case basis in first striking a name from the applicable list of arbitrators. The list of arbitrators shall be the then current list from the Writers Guild of America Theatrical and Television Basic Agreement ("MBA").

The Arbitrator shall have no power to modify or amend any provision of the Collective Bargaining Agreement, nor shall the same function or issue be the subject of arbitration more than once. The Arbitrator shall not have the power in any arbitration proceeding where the issue concerns discharge or discipline for unsatisfactory performance to substitute his or her judgment for that of the Employer, and must sustain the discharge or discipline by the Employer. Any award shall be final and binding upon the parties.

Each party shall bear the expenses of its own participation in the arbitration process and the cost of the arbitration shall be shared equally by each party.

6. ARTICLE XII – COMPANY BENEFITS AND POLICIES

Add the following subparagraph:

J. Sick Time for Per Diem Employees (Los Angeles): The Parties agreed to provide earned Paid Sick Time in accordance with Los Angeles' Minimum wage law, which provides that employees must be able to accrue Paid Sick Time at a rate of one (1) hour of Paid Sick Time per thirty (30) hours worked, up to a cap of forty-eight (48) hours (6 days), and must be able to carryover up to seventy-two (72) hours (9 days) of Paid Sick Time from one year to the next.

7. ARTICLE XII – COMPANY BENEFITS AND POLICIES

Add the following subparagraph:

K. Per Diem employees would receive three (3) comp days After 2 years of continuous employment. Additionally, the Company agrees to provide Per Diem employees with four (4)

comp days after five (5) years of continuous employment. Compensatory days provided under this paragraph shall be in addition to any sick leave provided under this agreement or state and local laws.

Continuous employment is defined as 200 days of employment or 1,600 hours.

Any unused Comp days will not be able to rollover to the next year.

8. ARTICLE VII - DUTIES

Amend as follows:

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

Duties include but are not limited to booking and scheduling guests, interviewing, recording interviews, generating and researching story and interview ideas, coordinating and supervising program content, planning, writing, gathering audio, editing, performing production work for program and commercial material, monitoring pace and flow of programs, completing and monitoring transmitter and program logs, performing technical and clerical duties, driving vehicles, assisting promotion, training others, working on special projects and other duties as assigned.

Management employees may supplement Employees' duties in any situation and in their sole discretion. An Employee may write for on-air television but after ~~ninety (90)~~ sixty (60) consecutive days of doing so, and if Employee continues to do so, Employee must be paid at the rate of pay applicable under the Staff Radio and Television Writer/Producers and Newswriters (Los Angeles) Supplement to the WGA-CBS National Staff Agreement (the "Broadcast Newswriters Agreement").

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

The Station may assign Employees to operate any portable prosumer electronic cameras and all related and associated equipment for any media. Where an Employee operates such a camera pursuant to this subparagraph, that Employee may also operate equipment related to the assignment, such as edit equipment and transmission equipment for transmitting the

material to the Station for recording at the station or for live on-air use or electronic story filing (together, "prosumer equipment"). Notwithstanding the foregoing, nothing herein is intended to confer jurisdiction on WGA over operation of prosumer equipment, or to otherwise limit the Company's right to assign other individuals who are not covered by this Agreement to operate prosumer equipment.

Employer agrees that its exercise of its rights under this provision will not directly reduce employment under the Broadcast Newswriters Agreement.

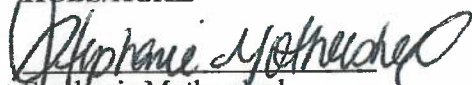
9. NEW SIDELETTER #1 WORKLOAD COMMITTEE

Add the following:

The Company and the Guild agree to establish a Workload Committee composed of WGA members and the Company. These Committees shall meet at the request of the Guild not more often than twice per year, on a date no later than thirty (30) calendar days after such request was made, to discuss workload and overtime issues. A request for additional meetings shall not be unreasonably denied. At least ten (10) calendar days prior to the scheduled meeting, the Parties will exchange items to be placed on the agenda. Each committee shall engage in open good faith discussions designed to address the issues on the agenda. Further, the Committees shall make a good faith effort to satisfactorily address the issues raised and to make recommendations. The Company, by its Industrial Relations Department, agrees to provide a written response to the Guild which will address the items discussed and any recommendations which have been made.

ACCEPTED and AGREED:

KCBS/KCAL


Stephanie Mothershed
Director, Labor Relations

Date: 9/7/22

WGA


Brad Schleder
Senior Contracts Counsel

Date: 9/7/22