

Agreement made this 18th day of August, 2011, between the WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office at 7000 W. Third Street, Los Angeles, California 90048 (hereinafter called "WGA" or "Union"), and CBS Broadcasting Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 51 West 52nd Street, New York, New York 10019 (hereinafter called the "Company" or "Employer"), and owning and operating the Eyselab business ("Eyselab").

This Agreement shall be known as the "Eyselab Web Writer/Producer Agreement," and it shall be binding upon and inure to the benefit of the WGA and the Company.

In consideration of the mutual covenants herein contained, it is agreed as follows:

I. SCOPE OF AGREEMENT

This Agreement applies to all full-time and part-time employees, whether Staff or Per Diem, engaged in writing and producing short-form promotional content in new media and who are employed by Employer at the facilities located at 7800 Beverly Boulevard, Los Angeles, CA 90036 (hereinafter referred to as “Employees” or “Writer/Producers”).

This Agreement does not apply to any Employees who are not engaged in writing and producing, including but not limited to assistants, coordinators, and/or other office clerical employees.

II. RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for Employees (as defined herein) and agrees that it will, during the term of this Agreement, deal exclusively with the Union as the collective bargaining representative of such Employees so long as the Union complies with the warranty of representation set forth in subparagraph C below. Notwithstanding the foregoing, this Agreement does not and is not intended to cover persons who provide individual pieces of material or content to the Company on a freelance basis.

B. The Company will not interfere with the right of any person employed by it to become a member of the Union and will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

C. The Union warrants that it represents for collective bargaining purposes Employees (as defined herein) and will continue to do so for the duration of this Agreement.

III. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Union by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

C. Nothing in this Article III shall be construed to require the Company to cease employing any Employee if the Company has reasonable grounds for believing that:

(1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

IV. DUES CHECK-OFF

A. The Company agrees that upon thirty (30) days notice thereafter from the Union, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Union upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

B. WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct CBS Broadcasting Inc. (“the Company”) to check off from my wages every week Writers Guild of America (“WGA” or “Union”) membership dues and assessments uniformly required as well as initiation fees, if owing (with initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, West, Inc., 7000 West 3rd Street, Los Angeles, CA 90048.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the WGA and the Company, or for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Company and the Union at least twenty (20) days prior to the expiration date of the present contract or the one (1) year period from date of signature. If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each such period.”

WITNESS:

SIGNATURE:

DATE:

C. The Union shall indemnify and hold the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

V. GRIEVANCE PROCEDURE

A. In the event of any dispute, claim or grievance by an Employee, the Employee may attempt to resolve the matter amicably with his/her supervisor.

B. If the matter is not resolved, a representative of the Union and the supervisor or other appropriate management personnel of the Employer will meet promptly and in good faith to resolve the matter.

C. If the matter is still not resolved, a representative of the Union and a representative of the Company's Labor Relations Department will meet promptly and in good faith to resolve the matter.

VI. MANAGEMENT RIGHTS/ OWNERSHIP OF MATERIAL PRODUCED

A. Except as modified or restricted by this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine the qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees. The Company's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or to preclude it from exercising the same in some other way not in conflict with this Agreement.

B. The material prepared in the course of work for the Company, as between the Employee and the Company, shall be the sole and exclusive property of the Company and may be used, reused, exploited, by the Company, the Company, and their parents, subsidiaries and related companies and their licensees in any manner (including, without limitation, the editing and re-editing of any recorded material) and in any media device and/or delivery system now or hereinafter known, devised, existing, contemplated, recognized and/or developed throughout the world in perpetuity.

VII. DUTIES

All duties shall be non-exclusive. 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 any such functions shall be at the sole discretion of management. An Employee may be assigned to perform any such functions for no additional compensation.

Notwithstanding the foregoing, Employer agrees that it will not assign Employees to perform work covered by the Staff Radio and Television Promotion Writer/Producers and Newswriters (Los Angeles) Supplement to the WGA-CBS National Staff Agreement (“Broadcast Agreement”), nor will it reuse work or material created by Employees for use on-air.

Management employees may supplement Employees’ duties in any situation and in their sole discretion.

The Employer may assign Employees to operate any equipment necessary to perform their assignments. Notwithstanding the foregoing, nothing herein is intended to confer jurisdiction on WGA over operation of such equipment, or to otherwise limit the Company’s right to assign other individuals who are not covered by this Agreement to operate such equipment.

VIII. STAFF AND PER DIEM EMPLOYEES

A. The Company shall be free to hire Employees on a Staff or Per Diem basis.

B. For Staff Employees, the first twelve (12) months of employment shall be considered an introductory period. Employees may be terminated without a warning at any time during the introductory period for any reason. If a Per Diem Employee transfers to Staff status, the introductory period begins with the effective date of the status change (i.e., the adjusted date of hire).

C. Seniority for Staff Employees is the length of service with the Company in a Staff position covered by this Agreement. Per Diem Employees are not covered by the seniority provision. The Company will supply the Union with a copy of the current seniority list upon request.

D. Should a Staff vacancy occur, a Per Diem Employee who has worked at least 250 shifts for the Employer shall be eligible to apply for the Staff position.

E. Nothing herein shall be deemed to restrict or otherwise limit the Company's right to employ individuals covered by this Agreement on a Per Diem basis.

F. Except as otherwise provided herein or by applicable law, Per Diem Employees shall not be eligible for Company-provided benefits.

IX. MINIMUM TERMS AND CONDITIONS/ NON-WAIVER OF RIGHTS

A. The minimum terms and conditions governing employment are set forth in this Agreement. Nothing herein shall prevent the Company from providing more favorable terms and conditions.

B. The acceptance by an Employee covered under this Agreement, for any work or services under this Agreement, of payment or other consideration in money by check or in any other form, shall not be deemed a waiver by such Employee, nor constitute a release or discharge by him/her of such Employee's rights, either under this Agreement or under any agreement subject to this Agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases, shall be null and void to the extent provided for above, unless WGA's prior written approval is first had and obtained.

X. WAGES

A. Rates: Writer/Producers shall receive the following weekly minimum rates of pay:

	<u>Upon notice of ratification of this Agreement</u>	<u>08/18/12</u>	<u>08/18/13</u>
0-12 months of employment	\$700.00	\$714.00	\$728.00
After one (1) year of employment	\$750.00	\$775.00	\$790.00

B. The Company shall have the right to pay on a weekly, bi-weekly, or semi-monthly basis at the Company's discretion, upon reasonable notice to Employees and to the Union.

C. Covered Employees who are on Company's payroll as of June 27, 2011 will be eligible for review of their overscale wages, if any, as part of the Company's annual merit review process for non-union employees.

XI. WORKING CONDITIONS

A. **WORK WEEK:** The regular work week for Staff Employees shall consist of forty (40) hours per week, and such hours shall be in five (5) days of work unless an alternative workweek schedule has been implemented pursuant to applicable law.

B. **OVERTIME:** Any hour or part thereof in excess of forty (40) hours worked per week or eight (8) hours worked per day shall be considered overtime. Overtime is mandatory; however, Employer will use best efforts to secure volunteers to work overtime before assigning overtime to Employees. Overtime shall be compensated at the rate of time and a half for hours worked after forty (40) in a week or eight (8) in a day. Meal periods shall be excluded from the computation of hours worked for purposes of calculating overtime. No overtime shall be worked without prior management approval or authorization.

C. **MEAL PERIODS:** Employees will be provided with an unpaid meal break of no less than one half hour in duration. In the event that an Employee is asked to miss or work through a meal break, Employee shall be paid a meal penalty of Ten Dollars (\$10.00) per workday in which such meal break is missed.

D. The Company will provide Employees with adequate physical working conditions in accordance with all applicable laws.

E. The Company recognizes that during the first week of employment, a new Employee may require familiarization with the area of the Company operation to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other Employee.

F. Upon request, the Company shall make available to all Employees covered under this Agreement lockable storage space.

G. The Company shall provide adequate training on new equipment and/or in new methods to assist employees in acquiring the skills they will be required to use on the job. The training may include hands-on time on equipment in addition to instruction by a person who is well-versed on that equipment.

Correspondingly, the Union recognizes the Employees' need to acquire such skills in a manner that is responsive to the Company's changing needs, including any new or different methods, operations and/or technology employed in the new media industry.

The nature and amount of such training shall not be subject to grievance, except that such limitation shall not apply in the event of a grievance of any discipline.

H. The Company will abide by all legal requirements with regard to building evacuation plans and fire drills. Except as directed by a governmental authority, no Employee shall be directed or required to remain at his/her work station if he/she reasonably believes that he/she is in physical danger from fire or other hazard.

I. Employees covered under this Agreement may participate on the Joint Committee on Safety and Health established pursuant to the Broadcast Agreement.

XII. COMPANY BENEFITS AND POLICIES

Staff Employees shall be eligible for the following Company-sponsored benefits and plans, on the following terms and conditions. To the extent that Staff Employees covered by this Agreement are eligible for Company-sponsored benefits and plans, it is understood that from time to time, changes may be made to such benefits and plans that are generally applicable to all staff employees. By way of example, but not limitation, changes in such benefits and plans may include termination in accordance with the terms of the benefit plan or policy, substitution of, or merger with, another plan or policy or part thereof, improvements and modifications in the plan or policy, creation of a new plan or policy, etc. It is understood that where such changes apply to all staff employees of the Company generally, the Company will not be obligated to bargain with WGA on behalf of its represented Staff Employees with respect to those changes.

A. VACATION

Staff Employees covered by this Agreement are eligible for vacation benefits as set forth in the CBS Human Resources Policy Guide (“CBS Policy Guide”). All vacation requests must be submitted in writing in advance of the requested vacation and must be approved by Company management in writing in order to be effective. Company management shall have the right to establish “black out” periods regarding vacation selection.

B. SICK PAY AND SHORT AND LONG TERM DISABILITY BENEFITS

Staff Employees covered by this Agreement are eligible for sick pay and short and long-term disability benefits as set forth in the CBS Policy Guide.

C. LEAVES OF ABSENCE

Staff Employees covered by this Agreement are eligible for the following leaves of absence provided by the Company as set forth in the CBS Policy Guide: (1) Bereavement Leave (Death in Family); (2) Paid Parental Leave; (3) Paid Leave for a Family Member’s Terminal Illness and (4) Personal Leaves of Absence. All Employees, both Staff and Per Diem, are eligible for any leaves of absence provided under applicable law (including but not limited to leaves of absence under the Family Medical Leave Act or the California Family Rights Act), subject to satisfaction of statutory or legal eligibility requirements.

D. HOLIDAYS

Staff Employees receive holidays provided pursuant to Company policy, as set forth in the CBS Policy Guide. If due to operational needs, a Staff Employee is not given the holiday off, or if the holiday falls during the Staff Employee’s vacation, or if the holiday falls on the Staff Employee’s regular day off, he/she will be given a compensatory day off. Compensatory days shall be scheduled at a time mutually

satisfactory to the Company and the Staff Employee. Compensatory days may be carried over into the year following the year in which they were granted, but must be used prior to June 30 of that following year or they will be forfeited. Any accrued and unused compensatory days will be paid out at the end of employment.

The Company agrees to provide notice to the Union of the Company's schedule of holidays on a yearly basis.

E. TRAVEL AND EXPENSE REIMBURSEMENT

The Company will reimburse for all necessary business expenses that are reasonable, approved, and properly documented and submitted.

F. JURY DUTY PAY

Staff Employees covered by this Agreement are eligible for jury duty pay as set forth in the CBS Policy Guide.

G. LIFE INSURANCE

Staff Employees covered by this Agreement shall receive Company-paid basic term life insurance in the amount of one times their base salary. The value of such basic term life insurance above \$50,000 will be considered income and reported as such. Staff Employees covered by this Agreement are eligible to purchase additional life insurance coverage and benefits for themselves, their spouses, or their immediate family. In addition, Staff Employees covered by this Agreement are eligible to purchase accidental death and dismemberment insurance for themselves, their spouses, or their immediate family. The terms and conditions of such benefits, including eligibility, are as set forth in the plan documents.

H. TRAVEL ACCIDENT INSURANCE COVERAGE

Employees covered by this Agreement are eligible for coverage for travel accidents under any existing Company insurance policy that provides such coverage, pursuant to the terms and conditions of such policy.

I. DEATH BENEFIT PAYMENT

Staff Employees covered by this Agreement are eligible for a death benefit payment to their beneficiary or beneficiaries as set forth in the CBS Policy Guide.

XIII. HEALTH AND RETIREMENT BENEFITS

Staff Employees covered by this Agreement will be eligible to participate in the following Company health and retirement benefit plans on the same basis as non-represented staff employees pursuant to the terms of the applicable plans, programs or policies: (1) the CBS Health and Welfare Plan, (2) the Cancer Insurance Program; (3) the Long –Term Care Program; (4) the Commuter Benefit Program; (5) the CBS 401K Plan; and (6) the CBS Fund the Future Program.

For Per Diem Employees, the Company will contribute ten (10) percent of their base pay to the Entertainment Industry Flex Plan (“the Plans”). It is also understood that the Company will deduct from a Per Diem Employee’s gross wages additional amounts on a pre-tax basis which the Per Diem Employee may opt to contribute to the Plans and forward such amounts to the Plans on a monthly basis, but the Company shall not match any such additional contributions.

XIV. COMPLIANCE WITH COMPANY POLICIES

All Employees covered by this Agreement are expected to review and comply with all generally applicable Company policies, including but not limited to the CBS Non-Discrimination and Anti-Harassment Policy and those policies set forth in the CBS Corporation Business Conduct Statement. In addition, the CBS Policy Guide will be made available to Staff Employees on the cbsandyou.com portal, and all Staff Employees are expected to review and comply with the policies set forth therein, and participate in any training required under such policies and any other policies promulgated by the Company.

The Company will provide a copy of the CBS Policy Guide to the Union each January during the Term of this Agreement.

XV. DISCHARGE AND LAYOFF

A. DISCHARGE: The Company shall have the right to terminate any Employee covered by this Agreement.

B. PERFORMANCE COUNSELING: If a Staff Employee's job performance is unsatisfactory, a management critique shall specify the areas in need of improvement, and there will be an opportunity for that Staff Employee to improve his/her job performance.

C. NOTICE: Any Staff Employee terminated under the terms of this provision, other than for misconduct, incompetency, insobriety, insubordination or for any of the reasons set forth in the CBS Policy Guide section entitled "Immediate Discharge," shall be given a minimum of two (2) weeks notice or pay in lieu thereof.

D. LAYOFF: In the event that the Company determines it is necessary to lay off Employees, the Company shall be free to determine who is to be laid off in its sole discretion.

E. SEVERANCE PAY: In cases of discharge or separation for reasons other than misconduct, incompetency, insobriety, insubordination or those set forth in the CBS Policy Guide section entitled "Immediate Discharge" or for any other reasons set forth in the CBS Policy Guide section entitled "Severance Pay Guidelines and Eligibility," Staff Employees who have completed two (2) years of service will be eligible to receive one (1) week of severance pay for each full year of employment up to ten (10) weeks. Severance pay shall be calculated based upon the Staff Employee's actual base pay at the time of discharge or separation. All severance payments are conditioned on the Staff Employee's execution of a general release of claims on a form determined by the Company prior to the receipt of such severance pay.

XVI. NO DISCRIMINATION

The Company and the Union agree to ensure equal employment opportunity without discrimination or harassment on the basis 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 and gender expression, or any other characteristic protected by law.

XVII. SHOP STEWARDS AND ACCESS

Duly authorized representatives of the Union may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company, except at any places where the Company reasonably deems secrecy essential; in such latter places, Union representatives shall consist only of Employees regularly working at such places. The Company further agrees to recognize Employee(s) designated by the Union as Shop Steward(s) or Alternate Steward(s) and to permit such person(s) to engage in such legitimate Union activities that do not interfere with normal operations. Upon timely request of the Employee, and subject to operating needs, the Company will rearrange the schedule of any Employee who is elected to the Union Board or as a Shop Steward to allow such Employee to attend scheduled Union Board and/or Shop Steward meetings on his/her own time.

XVIII. WRITTEN WARNINGS AND ACCESS TO PERSONNEL FILES

A. Management may, when it deems appropriate in its sole discretion, issue a written warning or counseling memorandum to an Employee for reasons that include but are not limited to violations of Company policy, failure to adhere to managerial directives, or as part of a performance critique as set forth in Article XV(B) herein. Such a written warning or counseling memorandum shall document the reasons for such warning or memorandum. If the written warning or counseling memorandum is made part of the Employee's personnel file, a copy will be provided to the Employee and to the Union. Any written response by the Employee to such written warning or counseling memorandum will likewise be made part of the Employee's personnel file. Nothing herein shall obligate the Company to issue a written warning or counseling memorandum for conduct that may result in immediate discharge, including but not limited to misconduct, incompetency, insobriety, insubordination, or any of the reasons set forth in the section of the CBS Policy Guide entitled "Immediate Discharge."

B. Employees may request access to their personnel files. Such request should be made in writing to the Human Resources Representative. Access will be provided at a reasonable time thereafter on a date and time that is mutually convenient to the Employee and to the Human Resources Representative and subject to operational need. The personnel file will be reviewed in a location designated by the Human Resources Representative, and documents may not be removed from the personnel file by the Employee. An Employee may request and be provided with copies of any documents in the personnel file that the Employee signed in connection with his or her employment.

XIX. NOTICES

Notices required under this Agreement shall be sent by mail to the Union at the following address, Writers Guild of America, West, 7000 West Third Street, Los Angeles, CA 90048 (attention: Lynda Whittaker (or her successor)) or to the Company in care of the Executive Vice President, CBS Labor Relations, 4024 Radford Avenue, Studio City, California 91604. In addition, the Union and the Company agree that notices delivered by e-mail shall satisfy this requirement.

XX. SEPARABILITY

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

XXI. TERM OF AGREEMENT

The term of this Agreement shall be three years from August 18, 2011.

Thereafter, it shall automatically renew itself and continue in full force and effect from year to year, unless written notice of election to terminate or cancel or modify any provision of this Agreement is given by one party and received by the other not later than sixty (60) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WRITERS GUILD OF AMERICA, WEST, INC.

By: _____

Its: _____

CBS BROADCASTING INC.

By: _____

Its: _____