

AGREEMENT BETWEEN
NABET-CWA, AFL-CIO
AND
MONTGOMERY COMMUNITY TELEVISION, INC.
July 1, 2015 through June 30, 2018

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ARTICLE I
AGREEMENT

SECTION 1.1

THIS AGREEMENT made and entered into this first day of July 1, 2015 by and between Montgomery Community Television, Inc., hereinafter referred to as the "Company", with offices and studios located at 7548 Standish Place, Rockville, Maryland 20855 or its successors, lessees, or assigns and the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", with offices located at 501 Third Street, N.W., Washington, D.C. 20001 as the sole Collective Bargaining Agent for all classifications of Bargaining Unit Employees described herein.

All references to "Employees" means all full and Part-Time Bargaining Unit represented Employees, except as specifically noted.

All references to a "business week" or "business days" refer to Monday through Friday.

ARTICLE II
RECOGNITION

SECTION 2.1

The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees as certified by the National Labor Relations Board, as described below:

All Full-Time and regular Part-Time Employees employed by the Company as Teaching Assistants, Media Resource Technicians I-II-III, Equipment Technicians, Production Coordinators, Post-production Coordinators, Play-back Supervisors, Play-back Operators, Photographer/Editors, Production Technicians and Senior Production Technicians, but excluding all other Employees, guards and supervisors as defined in the Act.

SECTION 2.2

The Company and the Union agree to bargain collectively in good faith with each other with respect to wages, hours of work, and other terms and conditions of employment for all classifications of Employees herein defined.

Section 2.3

It is in the best interest of NABET-CWA and MCT that the programs, productions and any technical work are of the highest quality. The Company agrees to continue training on any new or replaced equipment or on any new job assignment. The Union agrees that Employees not covered under this agreement have the ability to do non-linear editing to develop a “rough cut” version of any video production; if video production is intended for distribution on MCM television channels, the final “online” edit must be completed by a Union member. The Company agrees to the recognition of the certification clause in section 2.1 and will assign bargaining unit members to perform assignments related to web video production, at the discretion of MCM Management.

ARTICLE III

NO DISCRIMINATION

SECTION 3.1

The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, marital status, or race, color, creed, religion, non-disqualifying handicap, national origin, political affiliation, weight, height, and sexual orientation. The Union shall share equally with the Company the responsibility for applying this provision of the Agreement.

SECTION 3.2

All references to Employees in this Agreement shall designate both sexes, and wherever either gender is used, it shall be construed to include male and female Employees.

SECTION 3.3

The Company will not interfere with, restrain or coerce any Employee covered by this Agreement nor discriminate in respect to hiring, tenure of employment or of any term or condition of employment against any Employee covered by this Agreement because of membership in or legal activity on behalf of the Union not violative of any term or provision of this Agreement, nor will it discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.

ARTICLE IV
UNION SECURITY

SECTION 4.1

The Company agrees that, as a condition of employment, all Employees covered by this Agreement shall, thirty (30) days after execution of this Agreement, or in the case of new Employees, thirty (30) days after commencement of their employment, whichever is later, become and remain members of the Union, in good standing, during the term of their employment under this Agreement or any extension thereof.

SECTION 4.2

The Union reserves the right to discipline its members for violation of its rules, laws, and agreements, provided such disciplinary action is not inconsistent with the terms of this Agreement.

SECTION 4.3

The Company will, within five (5) business days after receipt of notice from the Union, give notice to any Employee who is not in good standing in the Union that his employment will be terminated within two (2) weeks if he does not become and/or remain in good standing. The Union shall indemnify Montgomery Community Television, Inc. and hold it harmless against any and all liabilities that it may incur as a result of its acting in accordance with this Article.

ARTICLE V
DUES CHECK-OFF

SECTION 5.1

Upon receipt of a signed authorization of the Employee involved in the form set forth herein, the Company will deduct from the Employee's pay check the dues payable by the Employee to the Union during the period provided for in said authorization. Deductions for Union dues shall be remitted to the International Office of the Union (501 Third Street, N.W., Washington, D.C. 20001) no later than the twentieth (20th) day of the month following the deductions and shall include all deductions made in the previous month. The Company will furnish the International Union and the Local Union, at that time, with an alphabetical record of those for whom deductions have been made, gross earnings of each Employee for the period and the total amount of each deduction. The Union shall indemnify Montgomery Community Television, Inc. and hold it harmless against any and all liabilities that it may incur as a result of its acting in accordance with this Article.

DUES CHECK OFF AUTHORIZATION

The Company and the Union agree that the checkoff authorization shall be in the following form:

TO: Montgomery Community Television, Inc.
7548 Standish Place
Rockville, Maryland 20855

I hereby authorize Montgomery Community Television, Inc. to deduct once each payday from my wages a sum equal to one and two-thirds (1-2/3%) of my total earnings from the current pay period including all overtime and penalty payments, on account of membership dues in NABET-CWA. The sums thus to be deducted are hereby assigned by me to NABET-CWA, and are to be remitted by the COMPANY to the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between Montgomery Community Television, Inc. and NABET-CWA, AFL-CIO, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period thereof. Such revocations shall be effected by written notice by Registered Mail to the Company and the Union within such ten (10) day period.

DATE: _____ SIGNED: _____

SOCIAL SECURITY NO. _____

WITNESS: _____

ARTICLE VI

PROBATION

SECTION 6.1

All full and Part-Time Employees will be placed on probation for a period of one hundred-thirty (130) calendar days from the date he begins employment. During this period the Employee will be considered temporary only and may be discharged at the sole discretion of the Company, and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. After this period of time, Employees will be considered regular Employees and their seniority shall be counted from their date of hire.

SECTION 6.2

Any Employee who has been hired Full-Time to perform the same job duties performed as a Part-Time Employee covered by this agreement shall receive full credit for such prior employment to apply toward the probation period. For any Employee hired to perform different job duties, the normal probationary period would apply.

ARTICLE VII

GRIEVANCE & ARBITRATION

SECTION 7.1

In the event any grievance or dispute arises as to the interpretation or claimed violation of this Agreement, the matter may first be taken up by the Employee involved and/or a Union Representative with the immediate Supervisor. . This shall be known as the first step and shall be completed within 20 days

SECTION 7.2

If such individuals are unable to resolve the matter within twenty (20) business days, then the matter will be reduced to writing and presented to the Executive Director of the Company and/or his/her designee or designees within ten (10) additional business days. This shall be known as the second step.

SECTION 7.3

If the individuals referred to in Sections 7.1 and 7.2 are unable to resolve the matter after the initial 30 day timeline, then a demand for arbitration regarding the matter in dispute shall be filed within 20 business days to the Federal Mediation and Conciliation Service. Failure to do so will render the grievance null and void. However, by mutual agreement in writing, the parties may extend the deadline for filing a demand for arbitration.

The decision of the arbitrator shall be final and binding upon the parties. The cost of the Arbitrator shall be borne equally by the parties, but otherwise, each party shall bear its own expense. This shall be known as the third step.

SECTION 7.4

Authorized agents of the Union shall have access to the Company's premises at any time during working hours for the purpose of checking grievances, and ascertaining that the Agreement is being adhered to, provided that said agents first obtain permission from the Executive Director, Department Manager, Operations Director or his designee whenever possible and shall in no way interfere with the Company's operations.

ARTICLE VIII

HOURS OF WORK

SECTION 8.1

The Company shall make a good faith effort to prepare, post, and email to the Employee's MCT email and, upon his request, to his personal email address, his weekly schedule. Initial schedules will be posted and emailed no later than eight business days prior to the beginning of the workweek to which the schedule applies. Such schedules may be changed in less than seven (7) days prior to the scheduled work only when unanticipated or emergency events dictate otherwise. The Company is responsible for notifying the Employees of any schedule changes. The schedule shall include in-times and for informational purposes only, out-times. Employees are required to work until the completion of the job assignment. All Employees must have the ability to receive and check emails and receive notifications from the Company electronically regarding scheduling and scheduling changes.

Each Employee is required to check the Company issued MCT e-mail account at a minimum of once each week.

SECTION 8.2

- (a) The regular work week for Full-Time Employees shall consist of up to five (5) consecutive days totaling forty (40) hours in any hourly combination, not including an unpaid thirty (30) minute lunch period. A thirty (30) minute break shall take place within the first five (5) hours of their shift. Any Employee who works eight (8) or more hours in a day, who fails to receive a lunch break shall receive thirty (30) minutes at time and one-half pay.
- (b) An Employee who works more than 10 ½ hours in a day shall receive a second ½ hour as a paid break.

SECTION 8.3

- (a) All hours in excess of forty (40) hours in a week, shall be paid for at the rate of time and one-half the regular rate of pay.
- (b) For more than eight (8) hours worked in a scheduled work day, the rate of pay shall be time and one-half (1 ½) the regular rate of pay for each hour worked in excess of eight (8) hours and less than or equal to twelve (12) hours worked.
- (c) For more than twelve (12) hours worked in a scheduled work day, the rate shall be two times (2) the regular rate of pay for each hour worked in excess of twelve (12) hours worked

SECTION 8.4

- (a) All Employees are entitled to two (2) consecutive days off in any seven day work week, however if a Full-Time Employee is required to work beyond five (5) consecutive days all hours of work on the Employee's sixth (6th) consecutive day of

work through the tenth (10th) consecutive day of work shall be paid for at the rate of time and one-half (1½).

- (b) All hours of work on any Employee's eleventh (11th) consecutive day of work and until he receives a "day off" shall be paid for at the rate of double time (2x). Overtime and penalties shall be computed in one-quarter (1/4) hour segments.
- (c) Such "day off" shall be known as a REST DAY and shall be paid at the minimum amount of eight (8) hours of straight time rate of pay for Full-Time Employees and a minimum of four (4) hours pay at a rate code one (1) for Part-Time Employees. This REST DAY shall be credited towards the work week in which it occurs following the excessive work days.

SECTION 8.5

- (a) If any Employee is called back between shifts to perform work, that Employee shall receive not less than two (2) hours pay at the penalty rate of one and one-half (1-1/2) times the regular rate of pay.
- (b) In the event that an Employee is scheduled for two separate job assignments with separate in-times in a single workday, the Company will pay a maximum of two (2) hours that may separate such assignments. This would be paid at the higher of the two rate codes scheduled in that same day.
- (c) All Employees will receive 48 hours' notice of work cancellation by telephone, Company email and/or by posting on the schedule bulletin board, except cancellations for a shift on Monday shall be no less than 72 hours in advance. When conditions permit, by Contractual terms with a client, Employees will receive 72 hours' notice of shift cancellations. If notification is less than 48 hours, the Employee will receive pay for that shift at the rate of the assigned position for the minimum time. If cancellation

notification is less than 72 hours for a production on a Monday, or for a client production for which Contractual terms dictate a minimum of 72 hours advance cancellation notice, the Employee shall receive pay for that shift at the rate of the assigned position for the minimum time.

SECTION 8.6

- (a) For all Employees in the bargaining unit it is recognized that a rest period of at least twelve (12) hours shall intervene between the conclusion of one (1) shift and the commencement of the next. The Company shall provide fifteen (15) minute rest periods for Employees assigned to outdoor remote EFP productions lasting four (4) consecutive hours or longer. Subsequent fifteen (15) minute rest periods shall be provided every four (4) hours that the production is in session.
- (b) Should any Employee be assigned with less than the minimum rest periods he will be paid a penalty rate of one and one-half (1-1/2) times his regular rate of pay for all hours less than the minimum rest period; where more than one (1) type of payment applies to the same period, only the higher rate shall apply.

SECTION 8.7

For the purpose of computing overtime pay in an Employee's week, any day a Full-Time Employee does not work but for which he receives pay, shall be counted as a day worked. Any pay received as a penalty shall not be counted as overtime pay.

SECTION 8.8

(a) Any Employee that is assigned, or reassigned, to perform the duties of another Employee in addition to their assigned position will be paid the rate of time and one-half (1.5X). In addition,

if a Part-Time Employee is assigned or re-assigned to perform the duties of 3 or more Employees then that Employee will receive a multi job fee of \$25.00 per shift.

(b) In the event that MCM Management determines that an Employee is not performing to their satisfaction, MCM Management may reassign job positions without penalty. If as a result, another Employee is assigned or reassigned to perform the duties of that Employee in addition to their assigned position, they will be paid the rate of time and one-half (1 ½).

(c) A premium of Fifteen (15) dollars per day shall be added to an Employee's compensation when that Employee performs the non- technical duties of a producer.

SECTION 8.9

It is the Employee's responsibility to hand in a completed and accurate time sheet in the pre-described time frame. Employees will be paid according to state and federal laws. Employees are required to submit a timesheet on a weekly basis. Adequate time of at least fifteen minutes will be allowed each week for the purpose of completing and submitting daily time sheets.

(a) Any issues concerning pay accuracy should be raised by the Employee or a Union representative within 30 days of receipt of pay.

(b) MCT has the right to investigate the discrepancies and must respond to the Employee within two weeks of the initial complaint. When corrections are warranted, MCT will reconcile the Employees pay in the next possible pay cycle.

(c) If specific inaccuracies in payroll are suspected by the Union more than 30 days past receipt of pay, the Union has the right to request a timesheet report for up to 30 days surrounding the suspected discrepancies. MCT and the Union will work to resolve any issues that may arise from a 30-day timesheet report as quickly as possible before another request is accepted or issued. Timesheet reports for a 30 day period in the past triggered by a suspected discrepancy will be investigated by the Union and MCT one at a time.

Each report must be issued, reviewed and resolved before moving on to another.

Section 8.10 Each Employee shall start and end each shift at the Employer's "home office."

- (a) All MCT Employees permanent place of employment is MCT's main headquarters, which will also be known as the "home Office".
- (b) Should a Full-Time Employee be subsequently and permanently assigned to a facility other than the MCT "Home Office", that Employee will not be required to report to the MCT "Home Office" other than when requested or assigned by Management; In which case the Employee will be reimbursed for mileage and all the time be paid in accordance with the Contract.

ARTICLE IX

PART-TIME EMPLOYEES

SECTION 9.1

The Company has the right to hire skilled and trained Part-Time Employees to perform the work herein. All the provisions of this Agreement shall apply to Part-Time Employees, except as provided below or elsewhere herein:

- (a) When scheduled, Part-Time Employees' work day shall be no less than four (4) hours per day. When a Part-Time Employee is scheduled for an ENG shift the minimum shall be no less than five (5) hours except when a Part-Time Employee is scheduled for an eight or more hour ENG shift and such shift is subsequently shortened, then the minimum shall be six hours. Should a Part-Time Employee be called to work a second tour in the same day, such tour shall be for a minimum of

four (4) hours.

- (b) Part-Time Employees' seniority for all purposes shall be computed on the basis of eight (8) hours of work is equivalent to one (1) day of service.
- (c) Part-Time Employees shall receive the following pro-rata benefit as set forth in Section 18.2:

Sick Leave

- (d) Part-Time Employees who work on a Holiday shall receive two (2) times their regular rate of pay.
- (e) All Employees shall notify their supervisors in writing and in advance of the following requested time off. They shall not be penalized for requesting this time off.

Military Leave

Jury Duty Leave

Funeral Leave

- (f) All current Bargaining Unit Employees shall receive priority of hiring when a vacancy occurs in a Bargaining Unit position (if qualified).
- (g) Each Part-Time crew call shift shall not be split.
- (h) Seniority shall terminate when:
 - (1) A just cause discharge or termination of employment and not reinstated through the grievance and arbitration procedure.
 - (2) By voluntary quitting.
 - (i) Part-Time Employees shall be eligible to enroll in a Union designated IRS qualified Section 125 Cafeteria or Flexible Spending Account Plan. In addition to regular compensation and in addition to covered benefits, the Company will contribute \$10 per day, for each day worked, and each day shall be calculated at 8 hours. Such payment shall be sent to the Entertainment Industry Flex Plan

administered by Benefit Plans, Inc.

SECTION 9.2

In the event that a Part-Time Employee is temporarily transferred to a higher classification (full or Part-Time) than that to which the Part-Time Employee is regularly assigned, such Part-Time Employee shall be paid at the normal wage scale for such higher classification during the period of such transfer for not less than two (2) hours.

SECTION 9.3

In no event, however, shall Part-Time Employees receive less than their scheduled wage if assigned temporarily to a lower classification than their regular status.

ARTICLE X

DUTIES AND JURISDICTION

SECTION 10.1

The duties of each Employee shall be those specified in the definition of his classification under the individual sections. Each Full-Time Employee will be classified upon hiring and shall not be reclassified without his permission.

SECTION 10.2

No person, other than a covered Employee, may perform the duties of the Employees as defined below:

- (a) Except, in case of emergencies (for 24 hours prior to and lasting for 72 hours),

unanticipated events,(for 24 hours prior to and lasting for 72 hours) unanticipated Employee absence (for 24 hours prior to and lasting for up to one (1) work week), and, when necessary to cover during lunch breaks, non-unit Employees or interns may perform Bargaining Unit work provided that the performance of such work shall not cause the reduction of the Bargaining Unit or hours of work of Bargaining Unit Employees. Interns may perform Bargaining Unit work, however this shall not be done to replace Bargaining Unit Employees, nor cause a reduction of the Bargaining Unit, and at no time in such cases, shall an intern be solely responsible for performing bargaining unit work.

- (b) The Company may assign Employees to work assignments outside their classification provided the affected Employees have the skill and ability to perform such work; provided their employment is not based on the performance of such work; and provided the performance of such work shall not cause the reduction of the Bargaining Unit or hours of work of Bargaining Unit Employees in that classification.
- (c) Upon a client’s request, non-bargaining unit personnel may be used to perform Bargaining Unit work provided the performance of such work shall not cause the reduction of the Bargaining Unit or hours of work of Bargaining Unit Employees.

SECTION 10.3

People, identified as "Public Access Volunteers/Members or Users" or "**Client Services Department Personnel**" or **its successors** may perform Bargaining Unit work, described in the classification section of the Agreement, under the following conditions:

- (a) Their work is limited to non-commercial, Public Access productions produced under the Employer's Public Access Policy Statement.
- (b) The Public Access Volunteers are not paid or compensated by Montgomery Community Television Inc.
- (c) Notwithstanding any other provision of this Agreement, the Company may accept for cablecast or request and use any material furnished by any network, station or video service. Additionally, the Company may solicit, accept and use video in any video format and length from access members, education related students, volunteers and interns (as defined by DOL guidelines), general public contributors, co-production partnerships, PEG stations and government sources. This provision is intended to supplement and not replace bargaining unit Employees.

SECTION 10.4 - TEACHING ASSISTANTS

A Teaching Assistant is any Employee whose duties include:

- (a) Teaching and assisting students on all studio and field production equipment.
- (b) Studio and classroom set-up of technical equipment.
- (c) Conducting certification and equivalency tests.
- (d) Operating field and studio equipment on an "as needed" basis.
- (e) Assisting with Training Department activities.

SECTION 10.5 - Media Resource Technician III

A Media Resource Technician III is any Employee whose duties include:

- a. The operation, setup, and control of the studio control room, studio, and

remote production vehicle;

- b. The overall supervision / operation of production facilities and usage.
- c. Responsible for all safety issues concerning users, audiences and staff.
- d. In an emergency assist with equipment malfunctions.
- e. Responsible for routine preventative maintenance program

SECTION 10.6 - Media Resource Technician II:

A Media Resource Technician II is any Employee whose duties include:

- (a) Assist the Media Resource Technician III in the performance of his duties.
- (b) Technical review before and after check out of equipment
- (c) Assist volunteers in the use of equipment
- (d) Various technical duties with respect to editing equipment, duplication, and vehicles.

SECTION 10.7 - Media Resource Technician I:

A Media Resource Technician I is any Employee whose duties include:

- (a) Assist the Media Resource Technician II in the performance of his duties.
- (b) Technical review before and after check out of equipment
- (c) Assist volunteers in the use of equipment
- (d) Various technical duties with respect to editing equipment, duplication, and vehicles.

SECTION 10.8 - Equipment Technicians:

An Operations Technician is any Employee whose duties include:

- (a) The installation, repair, maintenance and testing of all electronic, electrical and

mechanical equipment.

- (b) In the absence of Media Resource Technicians, he performs the duties of the Media Resource Technician.

SECTION 10.9 - Production Coordinators:

A Production Coordinator is any Employee whose duties include:

- (a) Responsibility for the technical aspects of productions, including directing productions. Provide coordination, scheduling and supervision of production technicians.
- (b) Train, monitor, evaluate and report to supervisor on quality of work performance of production technicians. Prepare production technicians performance evaluations for review and approval by supervisor.
- (c) Recommend training or other action to remedy any below-standard work performance of any production technician.
- (d) Create, maintain and modify when appropriate, written procedures and standards for productions and production technicians.

SECTION 10.10 - Post-Production Coordinators:

A Post-Production Coordinator is any Employee whose duties include:

- (a) The technical aspects of all post-production projects;
- (b) The post production editing of assigned projects
- (c) Perform the duties of Production Technician for live and live to tape productions.

SECTION 10.11 - Senior Production Technicians:

A Senior Production Technician is any Employee whose duties include:

- (a) Performing all of the duties of and the supervision of Production Technicians.

SECTION 10.12 - Production Technicians:

A Production Technician is any Employee whose duties include:

- (a) Performs the technical functions of production through the production department, including participating in field and studio productions.
- (b) Assist in the training of other production technicians on technical aspects of equipment use.
- (c) Performs the setup and take down tasks of all staging material relative to production.
- (d) Work as playback operator if qualified and if requested by Management.

SECTION 10.13 - Play-back In-Unit Supervisors:

A Play-back In-Unit Supervisor is any Employee whose duties include:

- (a) Perform the duties of playback operators;
- (b) Train and keep training current for all playback operators;
- (c) Monitor, evaluate, and report to the Technical Support Services Director on quality of work performance of playback operators;
- (d) Recommend courses of action to remedy any below standard work performance of any playback operator;
- (e) Create, maintain, and modify when appropriate written procedures, routines, and standards appropriate to master control activities;

SECTION 10.14 - Play-back Operators:

A Play-back Operator is any Employee whose duties include:

- (a) Operation of Master Control equipment, including implementation and/or modifications of printed and electronic logs;
- (b) Assist in program preparation for air;
- (c) Perform video tape editing and dubbing;
- (d) Perform regular deck cleaning maintenance of equipment in the master control facility.
- (e) In the event the Company airs non-attended automated programming, Employees covered by this Contract will program all such material intended for broadcast in the automation system. The use of the automation system will not reduce the size of the current playback staffing.

SECTION 10.15 - Photographers/Editors:

A Photographer/Editor is any Employee whose duties include:

- (a) Operate E.N.G. cameras and video editing equipment;
- (b) Perform the gathering of visual elements and, on occasion, conduct interviews and the integration of those elements into news packages and voice over pieces, suitable for airing on news programs;

And when necessary:

- (c) The editing of news projects;
- (d) The operation of control room and studio equipment during productions;
- (e) Retrieve stock videotape for program use;
- (f) Assist in maintaining video news files.

* It is understood and agreed that historically Reporters have performed the work of editing. It is the intent of the parties that the performance of such

work shall continue to the same extent as is currently being performed.

ARTICLE XI

SENIORITY AND SENIORITY RIGHTS

SECTION 11.1

Seniority with respect to amount of vacation is measured by length of continuous employment with the Company. When a Part-Time Employee becomes a Full-Time Employee, that Employee shall get seniority credit for vacation for a maximum of 4000 hours previously worked for the Company as a Part-Time Employee.

SECTION 11.2

The Company will lay off Full-Time Employees in inverse classification seniority order. Any Employee so laid off may exercise any seniority he may have in another classification to displace any junior Full-Time Employee therein.

SECTION 11.3

The Company will recall laid off Full-Time Employees in classification seniority order. If, however, within the succeeding twenty-four (24) months, after a layoff, a vacancy should occur in this classification, the Company will notify the laid off Full-Time Employee and the Union by Certified Mail of the opening and the Employee will have fourteen (14) days from the Employer's notice to accept reemployment. Should the Full-Time Employee accept reemployment, he will be paid a salary commensurate with his length of service at the time of layoff.

SECTION 11.4

Seniority as a Full-Time Employee shall continue to accrue if the Full-Time Employee is granted a paid leave of absence.

SECTION 11.5

Seniority shall hold for:

- (a) A layoff or FMLA leave.

SECTION 11.6

Seniority shall terminate when:

- (a) A layoff exceeds twenty-four (24) months.
- (b) A just cause discharge or termination of employment and not reinstated through grievance and arbitration procedure.
- (c) By voluntarily quitting.

SECTION 11.7

The Company shall provide the Union with updated seniority lists every six months.

ARTICLE XII

SEVERANCE

SECTION 12.1

If employment is terminated because of layoff, the Full-Time Employee shall be entitled to a minimum severance pay of two (2) weeks' pay, plus two (2) weeks' written notice of layoff; however, should an increase to the terms covering severance pay allowance be raised under the Company's Policy, then this allowance will also be granted to bargaining unit Employees.

ARTICLE XIII

DISCIPLINE/DISCHARGE

SECTION 13.1

Employees may be disciplined or discharged only for just cause. In the event an Employee is disciplined or discharged by the Employer, and the Employee believes it is without just cause, this matter may be handled as a grievance under the “Grievance and Arbitration” Section of this Agreement.

SECTION 13.2

If employment is terminated by either party, the allowable accrued annual leave, and severance pay, if applicable, shall be paid.

SECTION 13.3

When an Employee is given any disciplinary reprimands by the Employer, a copy of the reprimand will be given to the Employee and the Union.

ARTICLE XIV

TRANSFER AND TEMPORARY UPGRADING

SECTION 14.1

Both the Union and the Company agree to the principle that when the Station is in need of additions to or replacements outside the Bargaining Unit, Full-Time Employees of the Station shall be given the opportunity to apply for the job. Desirable qualifications are the sole determining factors for fitness for the job, but other things being equal in the discretion of the Company, Full-Time Employees with greater seniority will be given preference. Either party may, within thirty (30) days, decide to have such Full-Time Employee return to his former position. Such decision shall be binding on both parties.

SECTION 14.2

A Full-Time Employee may not be compelled to accept a transfer from one classification to another. Any Full-Time Employee's refusal or failure to accept such appointment shall not in any way be held against the Employee.

SECTION 14.3

If a Full-Time Employee accepts a transfer within the Bargaining Unit, the Full-Time Employee will continue to accrue seniority as of the date of change and will continue to maintain accrued seniority from the prior classification. Such Full-Time Employee will be placed on a fair trial period of thirty (30) days or less, at that time the Full-Time Employee will be assigned by the Employer as permanent or returned to the previous classification.

SECTION 14.4

Upon returning, the Full-Time Employee shall be credited with all time spent in the new classification toward classification seniority in the original classification.

SECTION 14.5

In the event of a layoff affecting a Full-Time Employee who has been transferred from one classification to another, that Full-Time Employee may elect to invoke such Full-Time Employee's seniority rights within the classification from which originally transferred.

SECTION 14.6

In the event that a Full-Time Employee is temporarily transferred to a higher classification or relieves a Full-Time Employee in a higher classification than that to which the Full-Time Employee is regularly assigned, such Full-Time Employee shall be paid at the normal wage scale for such higher classification during the period of such transfer for not less than a full scheduled shift.

SECTION 14.7

In no event, however, shall Full-Time Employees receive less than their regular wage if assigned temporarily to a lower classification than their regular status.

ARTICLE XV

INSURANCE

SECTION 15.1

The Company will continue to provide those insurance plans as offered by Montgomery County

to the Company. All Employees will be offered the opportunity to contribute to a tax-deferred retirement savings plan. For Part-Time Employees, contributions must be a percentage of bi-weekly gross pay and any changes in the contribution level must be made annually at a time to be specified by the Company. The Company will offer all Employees a pension plan that complies with federal ERISA law.

SECTION 15.2

It is also agreed that the Full-Time Employee's contribution for health insurance shall not exceed thirty-five (35) percent of the total premium.

The Company reserves the right in its sole discretion to change the terms or features of or to terminate any and all of the benefits or Company policies described or incorporated into this Agreement, provided that any such change or termination is applicable to Company Employees not covered by this Agreement or by any other agreement. The Company agrees to provide a benefit handbook to Employees and to notify the Union no less than two (2) weeks prior to implementing any changes to Company policies with respect to Employees covered by this Agreement in the following areas, unless precluded from doing so by exigent circumstances outside of the Company's control: vacation, sick leave, family and medical leave, medical and hospital insurance, dental insurance, life insurance and disability insurance. At the Union's request, the Company shall meet with the Union to collegially discuss questions concerning the planned changes. This provision shall not be deemed to reopen this Agreement on any other issue.

ARTICLE XVI

HOLIDAYS

SECTION 16.1

MCT has ten (10) paid holidays. Full-Time Employees who work on any of MCT's paid holidays shall be paid at two (2) times the regular rate of pay.

SECTION 16.2

If a holiday falls on a Full-Time Employee's regularly scheduled day off, the Employee shall be credited with an additional day of accrued annual leave.

Section 16.3

MCT'S Holiday schedule as observed by Montgomery County Government is as follows:

Independence Day -

Labor Day -

Veterans' Day -

Thanksgiving Day -

Day after Thanksgiving -

Christmas Day -

New Year's Day -

Martin Luther King's Birthday -

Presidents' Day -

Memorial Day -

ARTICLE XVII

ACCRUED ANNUAL LEAVE

SECTION 17.1

The vacation period for all Full-Time Employees shall be between January 1 and December 31.

Each Employee shall receive a vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0 to 2 Years	10 days
3 to 5 years	15 days
5 Years and over	20 days
10 Years and over	25 days

See 15.2

SECTION 17.2

All requests for a week or more of vacation shall be submitted in writing for Supervisor approval, at least ten (10) business days prior to the start of the vacation. (Except requests for periods of vacation two (2) days or less, do not have the thirty (30) day notice requirement.) In the event of a conflict, classification seniority shall govern. Vacation pay will be the Full-Time Employee's regular rate of pay.

If requests for 10 or more days of vacation are received with less than 10 business days' notice, Management may deny the request with no further action.

SECTION 17.3

No Full-Time Employee shall be required to return to employment for any reason during the Full-Time Employee's vacation period.

SECTION 17.4

No more than two hundred (200) hours of accrued annual leave may be carried over into the next year.

See Section 15.2

ARTICLE XVIII

SICK LEAVE

SECTION 18.1

Each Full-Time Employee shall be entitled to thirteen (13) paid sick days per year. Unused days will be carried over from year to year. Upon leaving the Company, an Employee shall not be paid for unused sick leave days.

See Section 15.2

SECTION 18.2

Each Part-Time Employee shall be entitled to four (4) hours paid sick leave per eighty (80) hours worked. When a Part-Time Employee utilizes sick leave on a scheduled day of work, that Employee will receive sick pay at rate code level 2. Unused days will be carried over from year to year. Upon leaving the Company an Employee shall not be paid for unused sick leave days.

See Section 15.2

ARTICLE XIX

BEREAVEMENT LEAVE

SECTION 19.1

Bereavement Leave of five (5) days with pay will be authorized when a member of the Full-Time Employee's or his spouse's immediate family dies. Immediate family is defined as spouse,

significant other, child, parent, brother, sister and step child.

SECTION 19.2

Bereavement Leave of three (3) days with pay will be authorized if one of the following Full-Time Employee's family members dies:

- (a) grandparent, grandchild, foster parent, foster child, aunt, uncle, niece, nephew, stepbrother, stepsister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, guardian, or other relative or person who is a member of your household.

ARTICLE XX

JURY DUTY LEAVE

SECTION 20.1

In the event a Full-Time Employee is subpoenaed to testify as a witness or is required to serve on a jury, such Employee will be paid the regular base salary not to exceed thirty (30) days.

ARTICLE XXI

MILITARY LEAVE

SECTION 21.1

Applicable requirement of State and Federal laws will govern in the case of Full-Time Employees who are called into military service. The Company will grant Employees, who are members of reserve military units, leave of absence, up to two (2) weeks in any one (1) year for required military training.

SECTION 21.2

The Company will make every attempt to ensure full reinstatement with seniority for any Employee who is called into military service.

ARTICLE XXII

UNION ACTIVITY LEAVES

SECTION 22.1

The Company agrees to grant authorized leave of absence of up to three (3) weeks to Union members to conduct Union business. Such leaves shall be granted with a minimum of two (2) weeks' notice to the Company. The Union will pay the Employee for authorized Union leave and will establish rules for such payment.

SECTION 22.2

It is understood that the Union may appoint representatives from the Bargaining Unit, and such representatives shall not suffer a loss of earnings by reason of time spent in meetings called by Management during the representative's regular working hours. No more than two (2) Union members may be on leave at the same time.

Both parties agree to conduct such meetings expeditiously. The Union must provide in writing to the Company the names of all Employee representatives within seven days of their appointment or election.

ARTICLE XXIII

PERSONAL LEAVE

SECTION 23.1

Any Employee, at the discretion of the Employer, may be granted an unpaid leave for good cause, provided such leave of absence is approved by both the Company and the Union. Upon return from such leave of absence, the Employee shall be re-employed in the same position and without loss of seniority rights. Such agreement shall be reduced to writing prior to initiation of such leave.

ARTICLE XXIV

TRAVEL

SECTION 24.1

(a) When Employees operate Company vehicles or personal vehicles on Company business, vehicles must be operated lawfully and in accordance with generally accepted safe driving practices and Company policy. Any Employee driving a Company vehicle will be responsible for, and pay, any moving violation ticket(s) by the due date. For parking violations the Company will not be responsible for unreasonable violations; ie, fire hydrants/lanes, handicap spaces.

If needed, the Company will provide a hard copy notice of the violation to the Employee within (1) business day of receipt to the Company. The Employee's supervisor will also be notified via e-mail about the violation. Any Employee responsible for paying tickets that have been presented through the Company will provide his/her supervisor proof of payment within 15 days after the ticket due date.

(b) It is understood and agreed that each Employee will be compensated for mileage when using their personal automobile. The rate of compensation will be determined by Management and posted on the first business day of the Company's fiscal year. The rate will apply to every MCT

Employee. The rate will be calculated from the permanent place of employment to the assignment(s) location and return to the permanent place of employment. It is understood the Employees will not receive mileage reimbursement to and from their home and the permanent place of employment (consistent with Company policy). In order to receive mileage or any other Contractual reimbursement, Employees must complete the form provided by the Company and obtain approval from their supervisor. This submission will be paid as part of the Employee's time on the clock. Mileage from an assignment to the "home office" will be compensated for any required paper(s) submissions.

(c) If the Company provides transportation for the Employee under this agreement, the Employee must use the Company's transportation. It is agreed and understood that the use of an Employee's car is not mandatory.

(d) MCT will provide parking reimbursement for the county government garage parking if and only if, the county discontinues its policy of reimbursement. In order to receive garage reimbursement an Employee must complete the form provided by the Company and obtain approval from their supervisor. The submission will be paid as part of the Employee's time on the clock. Mileage from an assignment to the "home office" will be compensated for any required paper(s) submissions.

(e) For productions at the county office building in Rockville, Employees shall be paid mileage to and from the "home office." Employees for this assignment only, will not be required to come to the "home office" before arriving at the county office building and will not be required to return to the "home office", however if required, requested or assigned elsewhere subsequent to their county office building shift, Employee will be kept on the clock for travel to and through the new/next assignment.

(f) For ENG shoots requiring equipment Employees shall report to the "home office" at the scheduled in time. The scheduled in time will include time to gather equipment and travel from

MCT to the ENG shoot. If the Company provides transportation for any Employee under this agreement that Employee must use the Company's transportation. It is agreed and understood that the use of the Employees vehicle is not mandatory, however if the Employee uses their personal vehicle mileage reimbursement will apply. In order to receive mileage reimbursement Employees must complete the form provided by the Company and obtain approval from their supervisor.

(g) For ENG truck shoots not requiring Employees to pick up equipment at the "home office," MCT Management may allow these Employees to travel directly to the scheduled event. Mileage reimbursement will apply and be paid for miles to and from the "home office." In order to receive mileage reimbursement Employees must complete the form provided by the Company and obtain approval from their supervisor.

SECTION 24.2

When an out-of-town assignment requires an Employee to remain away overnight the Company will reimburse Employees for all necessary and reasonable expenses in accordance with Company rules.

ARTICLE XXV

SAFETY

SECTION 25.1

The Company will make every reasonable effort to provide and maintain safe working conditions and sanitary facilities in accordance with applicable health and safety laws and regulations.

SECTION 25.2

Under no circumstances will an Employee be required or assigned to perform any work

involving dangerous conditions of work or could represent a danger to person or property or hazardous situations. The Company expects that the Employee will withdraw to a position of safety. The Employee shall use his best efforts to fulfill the assignment, but maintains the right to decide what constitutes personal “danger”; such decision will come with no retribution.

ARTICLE XXVI

EQUIPMENT, SUPPLIES

SECTION 26.1

The Company agrees to furnish such equipment or supplies that it deems necessary for the performance of the duties of any classification.

ARTICLE XXVII

BULLETIN BOARDS

SECTION 27.1

The Company will provide one (1) bulletin board for notices relative to Union matters.

ARTICLE XXVIII

STRIKES AND LOCKOUTS

SECTION 28.1

So long as the parties comply with the grievance and arbitration procedure and any decisions thereof, the Union agrees that there will not be a strike, slow-down or suspension of work against the Company and the Company agrees that there shall be no lockout of its Employees during the term of this Agreement.

SECTION 28.2

The Company will not assign, transfer or require Employees to go to any property to perform the duties of Employees who are on strike nor shall the Company take any disciplinary action against any Bargaining Unit Employee for refusal to cross a picket line which has been established as a result of any authorized strike.

ARTICLE XXIX

FEDERAL AND STATE LAWS

SECTION 29.1

If any provision of this Agreement is in conflict with any Federal or State statutes, or local ordinances, it shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXX

GENERAL PROVISIONS

SECTION 30.1

No waiver of the Agreement between the Company and the Union may be granted by an individual member of the Union or Management. Waivers may be granted only by representatives of the parties when such waiver is requested and justified and approved by respectively the Union, and the Employer.

ARTICLE XXXI

WAGES

SECTION 31.1

Each Full-Time Employee shall receive the following wage increase:

Effective July 1, 20 15 3% wage increase

Effective July 1, 20 16 0% wage increase

Effective July 1, 20 17 0 % wage increase

The parties agreed to request a wage reopener by June 1, 20 16

SECTION 31.2

The minimum/maximum pay scale for Full-Time Employees is as follows:

Media Resource Technician III	\$17.33 up to \$22.78
Media Resource Technician II	\$12.87 up to \$17.33
Media Resource Technician I	\$11.39 up to \$14.85
Equipment Technician	\$18.82 up to \$25.75
Production Coordinator	\$17.33 up to \$22.78
Post-Production Coordinator	\$14.85 up to \$23.77
Senior Production Technician	\$13.86 up to \$17.33
Playback In-Unit Supervisor	\$15.84 up to \$22.28
Playback Operator	\$11.39 up to \$14.85
Photographers/Editors	\$13.86 up to \$17.33

Pay scale for Part-Time Technical Employees effective July 1, 2015

(a) Rate Codes, and Hourly Pay,

Code 1 Training	\$ 12.01
Code 2	\$ 13.29
Code 3	\$ 15.47
Code 4	\$ 16.28
Code 5	\$ 17.52
Code 6	\$ 22.00

(b) Code 1

Training rate

Code 2 Jobs:

VTR, Grip, Lights/Set, Studio Cam

Code 3 Jobs:

Floor Dir, Audio, ENG Assist, AD, CG, Teleprompter, TA I (with Classroom Instructor supervision), TA II (without Classroom Instructor supervision)

Code 4 Jobs:

ENG Cam, Audio/VTR, Editor, Facilities, TD, Crew Chief, Remote Cam/Audio, TA III(ENG Remote Field Lab and Editing), Playback

Code 5 Jobs:

Director, ENG Cam/Editor

Code 6 Jobs:

Multi-function Device Operator

- (c) Work time required to qualify for each rate code:

The Training Rate is paid to a new hire for the number of hours of training and close supervision that the Company determines is required for basic competence.

The training period for new hires shall be up to forty (40) hours. If requested by the Employee, that period may be extended.

At any time, the Company may pay a Part-Time technical Employee at a rate code higher than the minimum rate code required by this schedule.

ARTICLE XXXII

TRAINING

SECTION 32.1

The Company will be responsible for all aspects of training, based on need and funding. The Company will establish a workforce development initiative designed to train and certify Employees in the various production duties as defined in this agreement.

SECTION 32.2

Employees will be assigned to receive training for higher paid positions determined by seniority, classification and Employee availability, but training for purposes of enabling an Employee to meet job classification standards may be selectively implemented by the Employer.

SECTION 32.3

Employees will be required to audition for editor, technical director and director positions.

SECTION 32.4

Part-Time Employees assigned to conduct training of interns or another Employee covered under this agreement, shall receive an additional two dollars (\$2.00) per hour added to their base rate.

ARTICLE XXXIII

SERVICE AWARDS

SECTION 33.1

Performance Reviews and Service Awards

(a) All Employees are encouraged to contribute to their own individual work performance plans and reviews in collaboration with MCM Management. The formal review process will be completed annually. To the extent that performance-based funds are available each fiscal year, MCM Management will distribute these funds based on a stepped-approach tied to performance as determined by the review process. Annual stepped performance-based criteria and information regarding the distribution of funds will be provided to the local Union.

(b) Full and Part-Time Employees shall receive a longevity service award, based on date of hire, as follows:

<u>YEARS OF SERVICE</u>	<u>FULL-TIME AMOUNT</u>	<u>PART-TIME AMOUNT</u>
At 5 years anniversary	\$ 250.00	\$ 125.00
At 7 years anniversary	\$ 500.00	\$ 250.00
At 10 years anniversary	\$1,000.00	\$ 500.00

See 15.2

ARTICLE XXXIV

MANAGEMENT RIGHTS

SECTION 34.1

It is agreed that the Company retains the sole and exclusive right to manage and operate its business. Specifically, it is agreed that so long as it is not inconsistent with, or in contravention of, any provision of this Agreement, the Company reserves the right to direct the Company's working force, including the size thereof, as well as the right to select and hire Employees, the right to appraise the performance of Employees with input from the Employee, to promote, layoff, transfer, discharge or discipline Employees, the right to assign work, the right to maintain discipline and efficiency of Employees (including the right to establish reasonable rules and regulations governing the conduct of Employees, the right to establish and maintain work standards, to establish guidelines of Employee dress and appearance on the job as required by production client Contracts, and the right to promulgate and revise standard operating procedures for the conduct of business), the right to be the sole judge of all matters pertaining to equipment, products and services (including the right to determine the source of supply of materials), the right to determine exclusively the methods and procedures of operations and services and the services to be provided (including the right to change existing methods or procedures), the right to introduce new and improved methods and procedures, the right to sell, discontinue or shutdown all or any part of its operations or facilities, whether on a temporary or permanent basis, the right to determine and restructure the number, location and types of departments, sub-departments, and operations, the right to increase or decrease operations, the right to determine job classifications including the right to determine the number of Employees in a particular job classification at any given time, the right to determine the number of Employees in a particular

job classification at any given time, the right to determine and alter schedules, and the right to fix hours of employment, including the number of shifts and the beginning and end of the work shifts. The foregoing enumeration of Management functions shall not be deemed to exclude other Management functions not specifically listed herein.

ARTICLE XXXV

TERM OF AGREEMENT

SECTION 35.1

This Agreement shall become effective on July 1, 2012 and shall continue in full force and effect until June 30, 2015 and from year to year thereafter unless written notice shall be sent by either party to the other party not later than sixty (60) days prior to June 30, 2015 or the end of any such year thereafter, requesting amendments or changes. It is expressly understood and agreed that if during the three (3) year term of this agreement the Federal Communications Commission issues a rule or decision that limitations to franchise fees of five (5) percent shall take effect during the period of this agreement, all economic terms of this agreement shall become null and void within thirty (30) days of the FCC's action. In that event, at the Union's request, the parties shall meet and conduct negotiations over economic terms to replace the current terms of this agreement.

SECTION 35.2

IN WITNESS WHEREOF, Montgomery Community Television, Inc. and the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, have caused this Agreement to be duly executed on their behalf of their respective officers, duly authorized, on and as of the day and year aforesaid.

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS-
COMMUNICATIONS WORKERS OF AMERICA

MONTGOMERY COMMUNITY
TELEVISION, INC.

Richard Mc Dermott
President Local No. 31

Merlyn Reineke
Executive Director

Lou Fallot
NABET Staff Representative

Barbara Krieger
Negotiating Committee

APPROVED:

Charles Braico
NABET-CWA President

