

AGREEMENT BETWEEN
WGBH Educational Foundation
And
NABET-CWA, AFL-CIO

March 1, 2017 – February 28, 2021





TABLE OF CONTENTS

Agreement.....	1
Article I - RECOGNITION AND WARRANTY	1
Article II - JURISDICTION.....	1
Article III - MANAGEMENT RIGHTS.....	7
Article IV - LABOR-MANAGEMENT COMMITTEE	7
Article V - NABET COMMITTEE.....	8
Article VI - EQUAL OPPORTUNITY AND NO DISCRIMINATION.....	10
Article VII - EMPLOYMENT	10
Article VIII - CHECK-OFF	15
Article IX - WORK SCHEDULES	16
Article X - MEAL PERIODS.....	21
Article XI - CLASSIFICATION AND WAGE SCALE	22
Article XII - OVERTIME And Telephone Calls	24
Article XIII - BENEFITS.....	25

Article XIV - HOLIDAYS.....	27
Article XV - REMOTE OPERATIONS, TRAVEL AND LIVING	27
Article XVI - OPERATION OF PERSONAL AND EMPLOYER VEHICLES	28
Article XVII - SENIORITY, LAYOFF, AND RECALL.....	29
Article XVIII - PERFORMANCE MANAGEMENT.....	30
Article XIX - DISPUTE RESOLUTION	33
Article XX - NO STRIKES / NO LOCKOUTS.....	36
Article XXI - SAFETY.....	36
Article XXII - GENERAL PROVISIONS.....	36
Article XXIII - SCOPE OF AGREEMENT	38
Article XXIV - SEPARABILITY AND SAVINGS PROVISION.....	38
Article XXV - TERM OF AGREEMENT.....	39

AGREEMENT

This Agreement is between the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO (hereinafter called the "Union" or "NABET-CWA") and the WGBH Educational Foundation (hereinafter called the "Employer," the "Foundation" or "WGBH") (hereinafter called the "Agreement" or "Collective Bargaining Agreement").

ARTICLE I RECOGNITION AND WARRANTY

1.1 The term "Employee", "Bargaining Unit Member" and "Engineer" as used in this Agreement applies to all regular full-time, regular part-time, temporary and freelance employees employed at the Employer's Brighton, Massachusetts location, classified as engineers within the jurisdiction of this Agreement as hereinafter defined, but excluding all other employees, professional employees, guards and supervisors as defined in the National Labor Relations Act. The Union represents and warrants, and it is the essence hereof, that it represents for collective bargaining purposes, a majority of the Employees. The Employer accepts and recognizes the Union as the exclusive bargaining agent of and for the Employees of the Employer as herein described, with reference to rates of pay, wages, hours of employment and other terms and conditions of employment.

ARTICLE II JURISDICTION

2.1 General.

(a) The jurisdiction of this Agreement shall include the production, post-production and/or transmission of audio, video programs or segments thereof produced by the Employer at its campus in the vicinity of Guest Street, Brighton, Massachusetts, and at any replacement campus, which term shall include its transmitter facilities (currently located in Needham and Milton, Massachusetts) for broadcast over the PBS System, cablecasting or home video distribution and shall also include any such program materials produced by the Employer within the six (6) New England states (Connecticut, Rhode Island, Massachusetts, Maine, New Hampshire, and Vermont). The jurisdiction of this Agreement is limited to the Foundation's existing business at its campus in the vicinity of One Guest Street, Brighton, Massachusetts and any replacement campus for that business, and does not extend to WGBY, Public Radio International ("PRI"), WCAI or any business the Foundation acquires or creates unless otherwise agreed in writing by NABET and the Foundation.

The Parties acknowledge that the nature of broadcast is evolving and new technology platforms for media distribution are emerging. The Foundation acknowledges the valuable role that NABET Engineers play in production, and it is the Foundation's intent to preserve NABET's role in the production of broadcast quality materials. If there are material changes in technology platforms for media distribution that the Foundation anticipates will potentially affect NABET engineers, the Foundation will meet with NABET leadership to discuss such potential effects.

Except as otherwise specified herein, in the performance of any such work, as above defined, within a fifty (50) mile radius of the Employer's facilities at Guest Street, all members of the crew involved in such work shall be Employees covered by this Agreement. Outside of said fifty (50) mile radius, but within the six (6) New England states as above defined, except as otherwise provided herein, all of the key crew positions shall be filled by Employees covered by this Agreement.

For the purposes of this Agreement, the key crew positions shall be deemed to be any of the following positions which are involved in the production:

Stage Manager, Switchers, Ignite Operator, Lighting Director, Camera Persons, Audio and Video Positions, VTR/Media Manager, and Maintenance.

It is agreed that any such program material which originates outside of the six (6) New England states as above-defined shall be deemed outside of the jurisdiction of this Agreement, except that, the Employer will notify the Local Union President of its plans to do so. If qualified Bargaining Unit Members are available, and the Employer has available positions to be filled, the Employer will offer them the opportunity to bid for such work on such terms as may be acceptable to them. If the Employer agrees to such terms, the work will be performed thereunder. If not, the Employer may have such work performed by such persons as it selects. It is agreed, however, that if an Employee covered by this Agreement is assigned to work outside of the jurisdiction hereof, other than under such mutually agreeable conditions referred to above, all of the terms and conditions of the Agreement shall apply to such assignment.

(b) **Leasing of Facilities.** The Foundation may lease or rent any of its facilities with no requirements as to staffing by Bargaining Unit Members in operating positions. In all cases, however, those so using the facilities would be limited to bona fide independent contractors. The Foundation will notify the Union of the identity of the contractor. Such notification will, if possible, be given to the Union sufficiently prior to the commencement date of the project so as to permit the Union to determine that the lessee is a bona fide independent contractor. It is understood that work performed by Bargaining Unit Members for the lessee will be voluntary and will be on such terms and conditions as mutually agreed upon between the Employee and the lessee.

(c) Nothing in this Agreement shall be construed to establish any jurisdiction over the development, creation, or post production of computer generated images, including animation, graphics, text, photographs and video images created without cameras, or audio used in conjunction with computer generated images, for use in interactive media materials. For purposes of this section, interactive media materials are defined as final products produced and organized to be viewed in a non-linear, non-sequential manner, with the sequence of the material viewed dependent upon and determined by interactive input from the user.

(d) Bargaining Unit Members shall have jurisdiction over the digitizing of source materials that: (1) are limited to two inch, one inch, D-3, D-5 and Dbeta, or other formats introduced after the effective date of this Agreement as a substitute format for functions for which D-3 or one inch was the preferred format as of July, 1996; and (2) are output to videotape or any substitute format or file management at WGBH at the same quality level as the source.

(e) The Foundation can contract out any bargaining unit work to another employer (including a co-producer or independent producer) or independent contractor. If the Foundation plans to subcontract non-production work of an entire function that is performed by Staff Engineers that would lead to the layoff or reduction of hours of such Staff Engineers (TV or Radio Maintenance, Tape, Master Control), the Foundation will inform the Union, and upon the Union's request, will meet with the Union to hear any ideas the Union may have as to how to keep the work in-house. The Union will share any ideas it has with the Foundation within two (2) weeks of receiving notice of the Foundation's plan to subcontract. The parties agree that the Foundation may proceed with subcontracting the work two (2) weeks after informing the Union of its plan.

(f) Without ceding jurisdiction, the Union agrees that the Foundation may assign bargaining unit work to non-unit employees and management employees so long as the non-unit employee or management employee does not perform bargaining unit work a majority of time on a permanent basis. The Foundation may hire a non-unit person to do solely unit work for a national production on a temporary basis without violating this provision.

(g) The Foundation may acquire or commission programs, segments, or materials of any type from independent producers, independent contractors, broadcasters, production facilities or other organizations.

(h) Nothing shall restrict the right of the Foundation to broadcast programs or materials of any type originated and/or taped by others in accordance with Sections 2.1(e), (f) and (g).

2.2 **Dramatic Productions.** The jurisdictional provisions of this Agreement will apply to dramatic productions, to the extent the work can be performed by Bargaining Unit Members without conflict with the jurisdictional claims of any bargaining agent representing employees of the entity producing such production or the facility in which the same is produced. The Union recognizes and acknowledges that some of the conditions of this Agreement may not be appropriate for dramatic productions and agrees that it will give reasonable consideration to requests for modified work rules for individual dramatic productions.

2.3 Employees covered by this Agreement shall have jurisdiction over the operation of electronic and/or electrical technical equipment owned or utilized by the Employer within the jurisdiction of this Agreement specified above, including any robotic cameras and Ignite owned or utilized by the Foundation.

2.4 **Maintenance, Installation and Repairs.** In addition to the foregoing, Bargaining Unit Members shall also have jurisdiction over the installation, maintenance and repair of electronic, and/or electrical technical equipment utilized by the Employer in its broadcast and production activities within the jurisdiction of this Agreement specified above, including any robotic cameras owned and utilized by the Foundation, except that:

(a) Past practice shall continue to be followed in connection with the installation, maintenance and repair of such equipment by the manufacturers or suppliers thereof,

and in connection with the utilization of outside personnel in any situation where specialized knowledge, training or experience is required for such installation, maintenance or repair.

(b) Such outside personnel may also be utilized, as heretofore, for economic efficiencies and in situations where requirements in numbers or skills create short-term staffing needs in these areas.

(c) Implementation of the foregoing subparagraphs (a) and (b) shall not serve to eliminate the Employer's obligations to provide training for Bargaining Unit Members in the operation and maintenance of new equipment, as the case may require.

(d) It is the Parties' intent to centralize maintenance of dedicated edit systems, but the Parties acknowledge that at this time, maintenance of such systems is not centralized. Bargaining Unit Members will have primary jurisdiction over the maintenance, set-up and installation of the computer hardware and software of all company owned Final Cut Pro, Avid and like systems; Bargaining Unit Members' jurisdiction over such systems is limited to those used in dedicated edit environments. This primary jurisdiction will not be interpreted to prohibit either: the set-up of Final Cut Pro or Avid computer hardware or peripheral equipment by non-unit employees when Bargaining Unit Members are not readily available; or the repair and maintenance of computer systems and platforms by IT. Bargaining Unit Members retain primary jurisdiction over video hardware and edit application support and maintenance in dedicated edit environments.

(e) The Foundation may assign work described in these sections to non-unit individuals and contractors in accordance with Section 2.1(e) and 2.1(f).

2.5 **New Equipment.** In the event that the Employer intends to introduce or permit to be used any process, machinery, equipment or device which significantly alters, modifies or supplants any present process, machinery, equipment or device being operated by Employees as of the date of this Agreement, within the jurisdiction hereof as above defined, or any new equipment which will be subject to the oversight of Production Services, the Employer will notify the President of the local Union or his or her designee of such intent as soon as possible. Thereafter, the Parties will bargain in good faith with respect to any claim advanced by the Union that such new machinery, equipment or device should be included within the jurisdiction covered by this Agreement.

2.6 Equipment or techniques which contain significant experimental components may be exempted from these jurisdiction requirements, until such time as they become operational.

2.7 Adequate numbers of employees will be assigned to do the job required, including relief, as necessary.

(a) On any production involving continuous taping or broadcast for more than two and a half (2 1/2) hours, relief adequate to attend to personal needs will be provided each Employee during such period. It is understood that the foregoing does not suggest or imply any entitlement to any specified "break" period.

(b) An Employee shall not be scheduled to perform more than one assignment at a time unless such assignment reasonably allows other additional duties. Furthermore, an Employee shall not be scheduled to perform unreasonable workloads. The Employee shall make every reasonable effort to notify his or her immediate Supervisor or in absence thereof, the Scheduling Office if s/he contends that such additional duties or workloads cannot be reasonably performed.

(c) The normal operating crew for EFP/ENG remotes (i.e. any single camera remote production) utilizing camcorder equipment shall be one (1) Employee. Additional Employees will be assigned when conditions require (e.g., when separate video and audio equipment must be utilized, lighting, grip, etc.).

(d) Employees employed as of March 1, 1999 will not be involuntarily assigned to work an unaccompanied overnight air operations shift. Bargaining Unit Members will continue to have jurisdiction over the maintenance and repair of broadcast equipment during periods when the operation is unmanned.

(e) Nothing in this Agreement will be interpreted to require the assignment of Engineers to attend specific pieces of equipment which have been designed or installed to allow for unmanned operation.

(f) Nothing in this Agreement will be interpreted to require the assignment of more than one Engineer to perform the function of shooting stills on a copy stand for broadcast. Additional Employees will be assigned when conditions require.

2.8 Film for Broadcast Use.

(a) Employees may be assigned to film production operations not in conflict with any other applicable collective bargaining agreement.

(b) An Engineer shall be assigned for all post-production sound mixing of film programs except as otherwise provided for herein.

2.9 Transmitters.

(a) No Employees shall go behind disabled interlocks unless a second person, who is a qualified Engineer, whether or not a Bargaining Unit Member, is present.

(b) The Foundation shall provide at least five (5) days of non-perishable food at the transmitter to cover weather-bound situations. It shall be the responsibility of the transmitter Supervisor to advise the Employer of any replacement need.

(c) In the event any access road or drive to transmission facilities owned or leased by the Employer are impassable, the Employer shall provide transportation to the transmitter site.

(d) The Employer will make every reasonable effort to see that all Foundation memos, directives, announcements, etc., if distributed to employee bulletin boards at the WGBH

Guest Street buildings, shall also be sent to the Needham transmitter building, when such locations are regularly manned.

2.10

(a) It is in the best interest of the Foundation to make effective use of the skills possessed by Bargaining Unit Members. Therefore, Bargaining Unit Members may be assigned to work outside the scope of this Agreement without creating any claim that such work is subject to exclusive NABET-CWA jurisdiction. The following are examples of the kinds of functions which may be assigned, subject to restrictions in other applicable bargaining agreements, to Bargaining Unit Members under this provision:

(i) Graphics work created on a computer, including SGI workstations, and used for broadcast purposes;

(ii) Preparation of materials used for broadcast as a result of the operation of computers and other multiple use devices which are not utilized exclusively for broadcast origination;

(iii) Data entry for traffic management systems; data entry of technical switching information and program material for V Sat; remote control data input for control of C-band and KU-band operation; electronic logo entry and editing;

(iv) Preparation of material for distribution through means other than broadcast, cable cast and home video, such as material intended for transmission through intercasting, over the Internet, or by CD ROM, provided that the material does not replace programming which was previously covered by the jurisdictional provisions of this Agreement;

(v) Performing testing, development, evaluation, quality control checks and computer software and hardware management;

(vi) Creation of virtual scenery;

(vii) Maintenance, installation and operation of captioning laboratory.

(viii) Digitizing that falls within the scope of Article 2.5(m).

2.11 Bargaining Unit Members will be responsible for maintenance and remedial services required for the interconnections to broadcast conduits (STS, STL, TSL) providing point to point contact between WGBH facilities, including, but not limited to, responsibility for contacts with third party vendors. Installation, maintenance and repair of telecommunications equipment and circuits will remain outside the jurisdiction of this Agreement.

2.12 Nothing in this Agreement shall restrict the right of the Foundation to use outside contractors to assist in the design, construction, equipment installation and/or relocation associated with the move to the new facility.

2.13 If an Engineer on staff is laid off during the term of this Agreement due to changes resulting from the use of Section 2.1 (e) or 2.1(f), s/he will receive severance equal to one week of pay for each year of service up to twenty (20) weeks.

ARTICLE III

MANAGEMENT RIGHTS

3.1 The sole and exclusive right to make all decisions regarding the management, operation and programming of the Employer's operations covered by this Agreement, including determination of the number of Employees covered by this Agreement, the right to issue, and from time to time modify, reasonable work rules and regulations, shall be vested in the Employer, except as otherwise provided herein.

3.2 This Agreement only applies to the Foundation's existing business at One Guest Street, Brighton, Massachusetts or any replacement campus. It does not apply to WGBY, PRI, WCAI or any new business acquired or created by the Foundation unless otherwise agreed in writing by NABET and the Foundation.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

4.1 The Foundation and the Union believe that the labor-management relationship is most effective when it is collaborative. Toward that end, the Parties agree to create a labor-management committee that will work to achieve the Parties' mutual interests, while remaining cognizant of the Foundation's mission and its duty to serve as a steward of public funds as well as the Union's mission and duty to serve as a representative of its members.

4.2 The Foundation and AEEF have determined to create a labor-management committee with the same purpose as identified in Section 4.1, and have invited NABET-CWA to participate in its creation and serve as equal members thereon. The Parties agree that the aforementioned labor-management committee shall constitute the labor management committee identified in Section 4.1 (hereinafter "Labor Management Committee" or "LMC").

4.3 The LMC will function as an advisory committee to assist in improving communications between the Union and management of the Foundation.

4.4 There will be equal representation of management and the Union on the LMC, with a minimum of three (3) members representing the Union and three (3) members representing the Foundation. The LMC will have at least two (2) chairpersons: a NABET officer and a Human Resources manager. The chairperson positions count toward each Party's minimum representation on the Committee.

4.5 All members of the LMC must be Employees of the Foundation. Employees will be paid for time spent attending the meetings (overtime and penalties shall not result from such meetings).

4.6 The LMC will meet from time to time but not less often than quarterly to consider any issues which the representatives wish to discuss. Upon mutual agreement, the LMC co-chairs have the authority to cancel or reschedule specific meetings as circumstances warrant.

4.7 The LMC will not act in any way to contravene the Agreement. The Parties agree they will not use the LMC to initiate or address grievances or to supplant the bargaining process.

4.8 The LMC will have an annual budget determined by management. The LMC chairpersons will regularly report on the use of its budget to other committee members and to all employees of the Foundation, excluding any matters the Committee agreed to consider on a confidential basis.

ARTICLE V

NABET COMMITTEE

5.1 The Parties acknowledge and agree that there are some issues that would appropriately be addressed by the LMC established pursuant to Article IV, but are specific to NABET and do not pertain to AEEF. Therefore, the Parties agree to create a NABET Committee that will address such issues, including without limitation issues that were previously addressed by the Scheduling/Training Committee, which will no longer exist upon ratification of this Agreement.

5.2 The NABET Committee will function as an advisory committee to assist in improving communications between the Union and management of the Foundation on issues of concern to NABET members, including without limitation the maintenance and enhancement of the technical ability of the staff and appropriate training programs therefor.

5.3 There will be equal representation of management and the Union on the NABET Committee, with a minimum of three (3) members representing the Union and three (3) members representing the Foundation. The NABET Committee will have at least two (2) chairpersons: a NABET officer and a manager. The chairperson positions count toward each Party's minimum representation on the Committee.

5.4 All members of the NABET Committee must be Employees of the Foundation. Employees will be paid for time spent attending the meetings (overtime and penalties shall not result from such meetings).

5.5 The NABET Committee will meet quarterly to consider any issues which the representatives wish to discuss, unless the parties mutually agree to meet more or less regularly. The co-chairs will be responsible for establishing the agenda for each meeting. Upon mutual agreement, the co-chairs have the authority to cancel or reschedule specific meetings as circumstances warrant.

5.6 The NABET Committee will not act in any way to contravene the Agreement. The Parties agree they will not use the NABET Committee to initiate or address grievances or to supplant the bargaining process.

5.7 The NABET Committee will have an annual budget of \$25,000.00 (twenty-five thousand dollars) for each year of this Agreement to pay expenses associated with the NABET Committee and training to provide the opportunity for Employees with interest and aptitude to upgrade existing skills and acquire new skills that will enhance the quality and efficiency of WGBH operations. Decisions regarding the funding of specific training programs or opportunities will be made following the procedures set forth in Section 5.8 (a) through (d) determined by management. The co-chairs will regularly report on the use of its budget to other committee members, excluding any matters the Committee agreed to consider on a confidential basis.

5.8 With respect to training:

(a) Any member of the NABET Committee may initiate a committee recommendation to the Chief Technology Officer or his or her designee and Director of Human Resources for the implementation of a specific training program. Any member of the NABET Committee who does not agree with a particular recommendation may file a notice of dissent which shall set forth the reasons why the member does not agree with the recommendation, and the alternative methods to accomplish the objectives underlying the original recommendations.

(b) The purpose of any recommendation will be to provide advice as to what would constitute appropriate training to insure that Employees assigned to specific assignments will be able to perform those assignments in a manner which will maintain the Foundation's standards for technical excellence. Due consideration shall also be given to maintaining efficient and economic operations. Recommendations for specific training programs may encompass, where appropriate, classroom instruction, observation, hands-on experience, self instruction and/or factory familiarization, and should include specific recommendations as to the estimated amounts of time for Employees to become qualified for a particular assignment, giving due recognition to the fact that the amount of time will vary depending on the trainee's experience.

(c) The Chief Technology Officer or his or her designee and Director of Human Resources will give good faith consideration to any recommendations received from the NABET Committee and any dissents to those recommendations. The NABET Committee will be notified of the decision as to whether or not to implement any recommended program, and any modifications in the recommended program. The decision shall not be subject to grievance or arbitration except as set forth in Section 5.8(f).

(d) In addition to considering training programs the NABET Committee will have the authority to consider claims by individual Employees that they are being assigned to work which they have not previously performed without having been given adequate or appropriate training. The NABET Committee will take appropriate action to determine the nature of the disputed assignment and the training which the Employee has received. It shall report to the Chief Technology Officer or his or her designee and Director of Human Resources as to whether or not the Employee advancing the claim has been provided with adequate training for the assignment and, if it concludes that more training would be appropriate, what the training should consist of. Any member who does not agree with the report shall file an explanation of the reasons for the disagreement. The Chief Technology Officer or his or her designee and Director

of Human Resources shall review the recommendations and make a decision *as* to whether the Employee advancing the claim has received adequate training.

(e) Any Employee who invokes the procedures of Section 5.8(d) will be required to perform the work assigned. However, no discipline for inadequate performance of that assignment may be implemented until after the NABET Committee has made its recommendation and the Chief Technology Officer or his or her designee and Director of Human Resources have reviewed it.

(f) Decisions of the Chief Technology Officer or his or her designee and Director of Human Resources shall not be subject to grievance or arbitration except that any Employee who has invoked his or her rights under Section 5.8(d) and is subsequently disciplined for inadequate performance on the disputed assignment will have the right to advance claims of inadequate training in any proceeding challenging the discipline imposed.

ARTICLE VI

EQUAL OPPORTUNITY AND NO DISCRIMINATION

6.1 It is the policy of the Employer and the Union not to discriminate against any employee or applicant because of race, religion, color, sex/gender, sexual preference or orientation, age, national origin, veteran or military service/status, disability (except in the case of disability where such disability would prevent employee from performing the essential functions of the job as defined by federal and state law), marital status, pregnancy, genetic information, gender identity and gender expression, political belief or any other characteristic protected by law. Additionally, the Employer and the Union will take positive steps to ensure that protected class employees are in no way obstructed from advancement and receive equal opportunities for transfer, promotion, layoff, recall, training, education, and compensation. As used in this Agreement, and except as otherwise clearly required by their context, the masculine, feminine and neuter import one another.

6.2 All Employees are encouraged to refer to the Human Resources Department protected class applicants believed to be potential candidates for existing and/or future openings.

6.3 The Employer will not discriminate against any Employee for legal conduct in furtherance of the policies and aims of the Union.

6.4 The Director of Human Resources will provide copies of all job postings throughout the Foundation to the NABET-CWA Local President or his or her designee as the openings are posted.

ARTICLE VII

EMPLOYMENT

7.1 As a condition of employment, all Employees referred to in Section 1.1 shall, thirty (30) days after the date of execution of this Agreement, or in the case of new Employees, thirty (30) days after the date of hiring, become members of the Union and remain in good

standing in the Union, or pay periodic dues and initiation fees, during the term of this Agreement.

7.2 For the purposes of this Agreement, the term "days" shall be deemed to mean calendar days except where otherwise specified.

(a) The Employer will, within five (5) working days after receipt of proof from the Union, discharge any Employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues and initiation fees, as required by the preceding paragraph. Employees terminated pursuant to this provision shall not be entitled to notice, or severance payment, under Article XIII hereof.

(b) Regular full-time, Regular Part-time, Reduced Part-time, Freelance and Temporary Employees shall have the option, with reference to initiation fees, of discharging the obligation in one lump sum payment or six (6) monthly installments.

7.3 The Employer agrees to refer all Employees hired hereunder, within seven (7) days after the commencement of work, to the Local Officers of the Union for information and advice as to the Union Shop requirements of the Agreement and to notify the Local Union of such hiring as soon as possible but no later than the expiration of the seven (7) day period. The notice to the Local Union shall be in writing, and shall include the new Employee's name, address, telephone number (unless unlisted), and whether a Regular Full-Time, Regular Part-Time, Reduced Part-time, Temporary or Freelance Employee.

7.4 All new Employees will be subject to a probationary period of ninety (90) days unless that period is reduced by the Employer. That period may be extended for an additional ninety (90) days with the mutual agreement of the Employer, the Union and the Employee.

(a) Days lost due to sickness or accident shall not break the consecutive period of an Employee's probationary period, and such probationary period shall be extended by the number of such days.

(b) During his or her probationary period, the Employee may be discharged in the sole discretion of the Employer, and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

7.5 Definitions of Employees.

(a) **Regular Full-time Employees** - An Employee who is occupying a permanent full-time position. Such Employee is eligible for all benefits defined in this Agreement.

(b) **Regular Part-time Employees** -

(i) An Employee hired for an indefinite period of time scheduled for at least eight (8) hours and up to thirty-two (32) hours per week which hours may be scheduled in increments of any number of hours on any given day during the week. The limits on maximum part time hours in a week will not apply during holiday weeks, weeks when the Employee is needed to cover for a vacationing staff member, or weeks where there is insufficient voluntary

overtime to fill the Foundation's needs for Pledge and Auction production periods pursuant to Section 9.2(g). Part-time Employees who are regularly scheduled to work sixteen (16) or more hours per week will be eligible to receive health benefits and will receive vacation benefits and salary continuation in accordance with Article XIII. For purposes of this provision, a day of vacation and salary continuation shall be equal to the number of hours the Employee would have worked on the day the vacation/salary continuation is taken. No other benefits apply, and part-time Employees do not acquire seniority or become eligible for severance pay.

(ii) **Reduced Part-time Employees**

Notwithstanding the above, if an Employee becomes a Part-time Employee because his or her hours were involuntarily reduced from a full-time schedule to a part-time schedule, s/he will not be subject to any limitation on the number of hours that s/he can be assigned during any week and will retain any seniority acquired while s/he was a Full-time Employee. S/he will be eligible for severance in the same circumstances as Regular Full-time Engineers so long as s/he is regularly scheduled to work at least 16 hours or more per week. Such severance shall be calculated based on his or her wages at the time of termination. S/he will also be eligible for vacation, salary continuation and health insurance in accordance with Article XIII.

(c) **Temporary Employees** - An Employee hired for the purpose of supplementing the Regular Full-time and Part-time Employees. Temporary Employees are subject to all work rules but shall not be eligible for benefits, including severance pay, and shall not acquire seniority. Temporary Employees will be hired, on a weekly basis, at no less than the minimum of the applicable wage scale set forth in Section 11.3 hereof, and will be given a minimum of one (1) week's notice prior to termination or transfer, unless such termination or transfer of employment was specified at the time of hire. Temporary Employees may be hired for a period not to exceed eighty-four (84) days.

(d) **Freelance Employees**

(i) May be utilized by the Employer on a full- or part-time basis, to augment the Regular Full-time Employees, then actively employed, to meet requirements in numbers or skills that may be occasioned by resignations, increased work loads, or any other condition that may create a short term staffing need. Freelance Employees are covered by all work rules of this Agreement, but are not eligible for severance pay or benefits, and shall not acquire seniority hereunder.

(ii) Freelance Employees shall be hired on a four(4) hour per day minimum basis and will be compensated at any rate on the range set forth in Section 11.3(a) . Freelance Employees will be eligible for overtime for any hours worked in excess of eight (8), or in excess of ten (10) in case of a ten hour call.

(iii) The Parties recognize that Regular Full-time Employees desire opportunity to work on special productions and assignments which provide an opportunity for variety and work experience and professional growth opportunities. It is also recognized, however, that it is essential for the Foundation to maintain and project the highest possible quality levels if it is to continue to provide work opportunities for Bargaining Unit Members. In

order to maximize the above objectives to the greatest extent possible, the Parties are agreed as follows:

(a) It is agreed that Regular Full-time Employees who, in the opinion of Production Services Management, are equally qualified to perform a given special assignment, and who are acceptable to the executive producer (or, in the case of an outside client, its designated representative), or his or her designee, responsible for the work, such Employees will be preferred over Freelance Employees.

(b) In addition, it is agreed that if the producer responsible for the work in question requests the assignment of a Regular Full-time Employee to a particular project which would otherwise be filled by a Freelance Employee, and the Regular Full-time Employee is, in the opinion of Production Services Management, qualified to perform the same, the Regular Full-time Employee shall be given preference to such assignment.

(c) It is understood that, in either case, such assignment will not be required if it will result in any additional cost to the Employer, including, but not limited to, penalties, turnaround or additional overtime.

(i) The Employer agrees that if a Regular Full-time Employee requests, in writing, opportunity to work on a particular assignment and such request is rejected, the party rejecting the Employee will, upon the written request of the Employee that it do so, furnish the Employee and the Union with a written statement as to who made the decision to reject such application and the reasons for such rejection.

7.6 **Full Crew Provision.** The Employer and the Union are agreed that Freelance Employees shall not be utilized in such a manner as to substitute for, or to displace from full-time employment, a Regular Full-time Employee by causing a layoff or reduction in hours of such an Employee who is then actively working, or by avoiding or deferring the recall to full-time employment of such an Employee who is then on layoff subject to recall.

For the purposes of this provision, full-time employment is any work which the Employer undertakes which can reasonably be scheduled to provide work for a Regular Full-time Employee, as defined in Section 7.5(a), over a period reasonably expected to involve ten (10) or more weeks of continuous employment. Employees offered recall to full-time employment, as above defined, who accept the same, shall be guaranteed work, or pay in lieu thereof, for a minimum of ten (10) weeks, and such Employee shall not be returned to laid off or part-time status at or after the expiration of such period unless the notice requirements of Section 20.1 of this Agreement have first been satisfied.

7.7

(a) **Employment Preference for Laid Off Regular Full-Time Employees and Reduced Part-time Employees**

(i) Employment Preference for Laid Off Regular Full-Time Employees. The Employer agrees that Employees who are on lay off with recall rights will be offered the opportunity to return to regular full-time, part time, free lance and/or temporary employment

within their primary job assignment, giving preference to seniority, subject to the senior Employee's qualifications to perform the work constituting the subject of such assignment to the Employer's standards and s/he is the best candidate for the job assignment in the Employer's judgment.

(ii) Primary job assignments for purposes of this Article will be: Maintenance, Studio Crew, EFP Camera, Editors, Audio Post-Production, Master Control, Tape Floor, Radio Maintenance Engineers, FM Engineers, and World Engineers.

(iii) The Parties will designate the Employee's primary job assignment at the time of the lay off.

(iv) In the event of a recall opportunity that is expected to provide a mix of duties associated with multiple primary job assignments, the work will be offered, in order of seniority, to laid off Employees who are in the primary job assignment which is expected to provide the predominant amount of work for the shift in question in accordance with the standards set forth in Section 7.7(a)(i) herein.

(v) The minimum daily call for laid off Employees performing free lance, part-time or temporary work shall be four (4) hours.

(vi) A laid off employee, whether full-time or part-time, who returns to work for the Foundation pursuant to recall or as a freelancer may be paid at any rate on the range set forth in Section 11.3(a), and the Foundation is not required to pay the employee the same rate that s/he was paid at the time of laid off.

(vii) A laid off Employee who has rejected four (4) offers of employment within his or her job assignment shall not again be considered for further offers unless the Employee has notified the Employer of his or her willingness to accept the same and shall be assigned to the bottom of the seniority list for the purpose of such assignments.

(viii) The Employer agrees, however, that any Employee accepting, or rejecting, an offer of employment under this provision does so without affecting his or her layoff status or severance entitlement and that an Employee may remove himself or herself from the "offer" list for a specified period of time, by advance written notice to the Employer, without penalty.

(b) The Employer agrees that when there are regular full-time positions available, for which there are no Regular Full-time Employees on layoff who accept recall, preference among equally qualified applicants for such position will be given to the then currently employed Regular Part-time Employees so long as s/he is the best candidate for the job assignment in the Employer's judgment. As between equally qualified Regular Part-time Employees applying for such position, the Employee with the greater accumulated number of hours with the Employer will be preferred. A Regular Part-time Employee hired for such a position shall be credited with his or her accumulated part-time hours (on the ratio of 170 hours equals one month) toward his or her probationary period under Section 7.4 above, except for the final two (2) months thereof. Nothing herein shall require the Foundation to give the position to a part-time engineer when in the Employer's judgment, other candidates are better qualified for or able to do the position.

(c) A determination by the Foundation with respect to recall or decisions made pursuant to this Article shall be sustained unless an arbitrator determines that the Foundation has failed to exercise reasonable judgment.

ARTICLE VIII

CHECK-OFF

8.1 Upon receipt of a signed authorization of the Employee involved, in the form set forth in Section 8.4, the Employer shall deduct from the Employee's pay check the Union initiation fee and the dues payable by him or her to the Union and, at the option of the Local Union, the dues payable by him or her to the Local Union, during the period provided for in said authorization.

8.2 Deductions shall be made on account of initiation fees from the first pay check of the Employee after receipt of the authorization of in accordance with the schedule of payments provided for therein. Deductions shall be made on account of Union dues from the first paycheck of the Employee after receipt of the authorization and bi-weekly thereafter. Deductions of Union dues and Local Union dues shall not be made from severance pay.

8.3 Deductions for Local Union dues shall be remitted to the Local Union and deduction for initiation fees and union dues shall be remitted to the International Office of the Union in each case no later than the tenth (10th) day of the month following the deductions. The Employer shall furnish the International Union and the Local Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction. In the case of dues withheld from freelancers' compensation, the Employer will also provide the gross earnings and social security number of the freelancers for whom dues are forwarded.

8.4 The Parties agree that the check-off authorizations shall be in the following form:

Name _____ Dept. _____
(Please Print) (Please Print)

I hereby authorize the WGBH Educational Foundation to deduct bi-weekly from my wages a sum equal to (provide for percentage to be deducted) of my total earnings for the previous bi-weekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Foundation when notified in writing to do so by the Local Union to deduct from my wages on account of Union Initiation Fee the sum of _____ Dollars which shall be paid (provide for period and number of payments). I further authorize the Foundation to deduct from my wages on account of dues payable to the Local Union (provide for amount or percentage to be deducted). The sums thus to be deducted are assigned by me to NABET-CWA and are to be remitted by the Foundation to the Union and the Local Union.

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 the WGBH Educational Foundation and NABET-CWA, 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 hereof. Such revocation shall be effected by written notice by registered mail to the Foundation and the Union within such ten (10) day period.

Signature _____

Date _____

8.5 NABET will indemnify the Foundation and hold it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Foundation in fulfilling the terms of this section, including liability for any refund of all or any part of the dues and/or initiation fees paid by or deducted from the wages of any Employee and transmitted to NABET. The Foundation will promptly notify NABET of any claim for refund and NABET will then bear all responsibility for defending the claim and pay all costs and expenses in connection with defending the claim. The Foundation will cooperate in the defense of the claim.

ARTICLE IX

WORK SCHEDULES

The Parties agree that they share the mutual interest of strengthening, and to the extent possible, growing the Foundation's production business, including without limitation that of Production Services and Radio. NABET acknowledges and agrees that in order to strengthen the production business, the Foundation needs to have flexibility and adaptability to respond to the needs of clients, potential clients, funders and potential funders. NABET acknowledges and agrees that in some instances, the work rules set forth in Article IX of this Agreement may prevent the Foundation from having needed flexibility and adaptability. Therefore, NABET hereby commits to working with the Foundation to accommodate its needs through modification or waiver of work rules. In the event that the Foundation believes that modification or waiver of work rules will help it secure, retain, or perform work or funding, the Foundation may request accommodation, and NABET will give the request good faith consideration and not unreasonably withhold consent.

9.1 The Week:

(a) The week for full-time Employees shall consist of, and the schedule shall reflect, four (4) consecutive work days and three (3) scheduled days off or five (5) consecutive work days and two (2) days off, as hereinafter provided, except that Employees may be required to work split weeks on up to ten (10) occasions a year (as measured from March 1 of one year to February 28 of the next year ("Contract Year")). During such split weeks, Employees must receive at least two (2) consecutive days off. At any time, with the consent of management, an

Employee may agree to work more than ten (10) split weeks in a Contract Year or forego having two (2) consecutive days off in a week.

A day off scheduled as an overtime day shall also be reflected on the Schedule.

(b) The week begins at 12:01 A.M. on Monday and continues until 12:00 Midnight on the following Sunday. Subject to overtime assignments pursuant to Section 9.2(g) and (h) hereof, for Employees on a four (4) day schedule at least two (2) of the three (3) days off shall be scheduled in each week so as to be consecutive, and no single days off shall be scheduled, except that the Employer and the affected Employee may agree to single days off to expedite the Employee's return to a Monday through Friday schedule. Sunday and Monday shall be considered consecutive for the purpose of scheduled days off.

(c) Should there be less than four (4) hours separating consecutive shifts, this time shall be considered contiguous to the previous shift, as if time worked.

(d) There shall be a minimum of ten(10) hours between the time an Employee leaves work on any day and the time he reports for work on the next day as a turnaround period.

(e) (i) The Parties acknowledge that operations have changed such that a four day, ten hour work week schedule ("4/10 Schedule") is in some instances inconsistent with business needs. Therefore, the Parties agree that the Employer may in its discretion assign Employees to a 4/10 Schedule or a five day, eight hour work week ("5/8 Schedule")., except that Employees who were hired before January 1, 1990 who are currently assigned to a 4/10 Schedule will retain their 4/10 Schedule unless they agree otherwise. In instances where an Employee's 4/10 Schedule may be inconsistent with business needs, the Foundation may request accommodation of its business needs. NABET will give the request good faith consideration and will not unreasonably withhold its consent.

(ii) The Parties agree that the Foundation may require that an Employee on a 4/10 Schedule work a 5/8 Schedule, or vice versa, on a temporary basis when business needs require (e.g., illness, vacation, etc.). Two weeks notice will be provided to an Employee in advance of a change from a 4/10 Schedule to a 5/8 Schedule on such a basis except in unforeseen and unanticipated circumstances, in which case notice will be provided as soon as practicable.

(iii) Employees who work a 5/8 Schedule will receive, subject to overtime assignments pursuant to Section 9.2(g) and (h) hereof, two (2) consecutive days off, each day consisting of eight (8) straight time hours. An Employee working under this provision shall receive overtime pay after eight (8) hours work per day, shall qualify for a meal period provided for herein, and the hours of work referred to in Section 9.2(b) and (c) shall be seven (7) and (8) rather than the nine (9) and ten (10) specified therein for Employees working a four (4) day schedule.

9.2 The Work Day

(a) There shall be no split shifts unless there are four (4) or more hours between the preparation and the live execution of the same performance or production.

(b) The work day for engineers assigned to Broadcast operations (Transmitter, Master Control, VTR/Media Prep) may be either seven (7) or nine (9) hours and in such circumstances, the engineers will eat on the job. In the event an Employee remains after his or her completed broadcast shift on overtime in a non-broadcast assignment the 8th or 10th hour of pay will be counted as time worked for purposes of subsequent meal periods. An Employee who remains on overtime in a broadcast assignment will qualify for one hour of pay for time not worked on the second shift provided he or she works a total of not less than sixteen (16) hours on the two (2) shifts.

(c) The work day for all other full-time Employees shall be eight (8) or ten (10) hours including a one (1) hour paid meal period.

(d) If the Employer requires such functions to be performed, fifteen (15) minutes' time shall be allowed at the end of the work day for the purpose of minimum strike, equipment normalization and cleanup of work areas.

(e) The weekly work schedule shall be posted not later than 3:00 P.M. Tuesday (or Wednesday if Monday is a holiday, observed as such by the Employer's clerical personnel) for the following week.

(i) The schedule posted on XYTECH or another system designated by management shall be considered the official schedule.

(ii) When a remote takes place on the day the schedule is posted, it will be the responsibility of the Employer to notify Employees of their posted schedule.

(iii) Employees shall be at the work place assigned on the schedule at the designated time on each work day ready to perform the assigned work.

(iv) The daily assignments of all Employees will be posted on XYTECH or any system that is substituted for XYTECH in management's discretion.

(v) When reporting to work at a production location within the Boston Area Core Zone, the Employee shall be paid from the actual start time until dismissed. When reporting to work at a production location outside of the Boston Area Core Zone, the Employee shall be paid at their rate in effect for all time traveling to and from the production location, measured from the principal place of business of WGBH to the production location.

Employees working on a co-production may also be scheduled to start and end work at a production location outside the Boston Area Core Zone, provided that the location is within a forty (40) mile radius of the principle place of business of WGBH.

Unless transported by the Employer, Employees traveling to any production location outside of the Core Zone shall be paid a mileage allowance calculated at the IRS reimbursement rate per mile to and from the production location, measured from the principal place of business of WGBH to the production location.

The Boston Area Core Zone includes all the cities and towns generally within a distance of twenty (20) miles from the Massachusetts State House. Cities and towns progressively farther from Boston up to and including the following outer tier are within the Core Zone: Beverly, Wenham, Danvers, Middleton, North Reading, Wilmington, Billerica, Carlisle, Concord, Sudbury, Framingham, Sherborn, Medfield, Walpole, Sharon, Stoughton, Brockton, Whitman, Rockland, Hanover, Norwell, and Scituate.

(f) When an Employee's call is changed, the Employee will be personally notified by management. A change on the schedule, which has been posted not later than the end of the Employee's prior work day, phone call, voicemail, or email shall constitute personal notification. This paragraph does not release every Employee from the responsibility of checking the posted schedule at the beginning and end of each work day.

(i) Notice of daily schedule changes which affect reporting time (other than a daily schedule change consisting of the addition of overtime to the scheduled work assignment) shall be given at least forty-eight (48) clock hours in advance except on remote productions involving at least one overnight.

(ii) Engineers assigned to broadcast operations shall be given personal notification of a change in their scheduled release time before the end of the previous day's shift, unless the changes in the scheduled release time result from late-breaking news, live or delayed hearings and public events, etc.

(iii) Changes in scheduled days off in any week will not occur following the posting of the applicable weekly work schedule except by consent of the Employees affected.

(iv) A freelance shift which has been scheduled on the official post may not be canceled with less than forty-eight (48) hours notice in advance of the scheduled start time, except with the consent of both the Foundation and the Employee.

(g) Management may request overtime of an Employee by listing it on the schedule when posted in the preceding week. When such posted overtime is not desired by the Employee, the Employee must notify management within twenty-four (24) hours of posting. Allowance will be made for those unable to see the schedule. In the event such posted overtime is rejected by the Employee initially assigned, it will be offered to any other Employee, designated by the Employer, equally qualified to perform the work involved who has indicated to management his willingness to accept such overtime. It is understood that the Employer shall not be required to offer such work to Employees who are (or would become, by accepting the same) eligible for the double time rate under Section 12.3 hereof. If no such Employee is available, or if none can be determined by Friday of the week preceding the week in which such overtime is to be performed, the Employer shall schedule the qualified Employee to perform the same who has worked the least number of overtime hours in that month including overtime hours worked under Section 9.2(h) hereof. It is understood that except as provided in Section 9.2(h) any overtime in excess of twenty (20) hours per month by an Employee shall be voluntary on the part of that Employee. It is further understood that when all available qualified Employees have worked their twenty (20) hours of mandatory overtime and there is insufficient voluntary overtime available to fill the Employer's needs for Pledge and Auction production periods, then the Employer may offer this

work to part-time Employees regardless of the thirty-two (32) hour limit set forth in Section 7.5(b)(1).

(i) If overtime is to be requested after the schedule is posted, management must obtain the approval of the Employee, except as provided in Section 9.2(h).

(ii) There shall be no discrimination because of salary when overtime assignments are made and every reasonable effort will be made to divide overtime equally consistent with the assignment and the capability of the Employee, to the extent that reasonable scheduling requirements permit.

(h) The provisions of Section 9.2(g) notwithstanding, Employees may be required to work overtime where:

(i) overtime is required by unanticipated events over which the Employer had and exercised no control, including unanticipated absence of scheduled unit employees, and/or,

(ii) for up to one (1) hour per work day for the purpose of completing work already in progress.

(i) To the extent reasonable scheduling requirements permit, the Employer agrees to give preference with respect to assignments bearing overtime premium (i.e., time and one-half or double time) to Regular Full-time Employees where a choice exists between such Employees and Freelance, Regular Part-time or Temporary Employees with respect to such assignment. It is understood, however, that the Employer has no obligation to create work bearing such overtime premium if it is able to have the necessary work performed on a straight-time basis, by any other person whom the Employer is entitled to employ under the provisions of this Agreement.

9.3 Subject to the provisions of this Agreement, the Employer reserves the right to assign any Employee to any shift and to any work considered to be part of this Agreement. The Employer will attempt to make assignments consistent with each Employee's preferences and aptitudes, to the extent that reasonable scheduling requirements permit.

9.4 Employees may request or be requested to perform duties not covered by this Agreement, including work performed by contractors under Section 2.1(b), provided such an assignment is mutually acceptable to the Employee and the Employer. An Employee accepting such an assignment shall be deemed on leave of absence without interruption of seniority and upon completion thereof shall be returned to his or her bargaining unit position.

9.5 It is understood that the foregoing references to "posting", "bulletin board" and the like are used to reflect current practices and do not restrict the Employer in substituting other means of communicating schedule changes such as electronic bulletins, terminals and the like. When any such substitution is made, the Employer will insure that the new system will continue to provide a protected permanent record of compliance with the provisions of this Agreement with respect to scheduling information.

ARTICLE X

MEAL PERIODS

The Parties agree that they share the mutual interest of strengthening, and to the extent possible, growing the Foundation's production business, including without limitation that of Production Services and Radio. NABET acknowledges and agrees that in order to strengthen the production business, the Foundation needs to have flexibility and adaptability to respond to the needs of clients, potential clients, funders and potential funders. NABET acknowledges and agrees that in some instances, the work rules set forth in Article X of this Agreement may prevent the Foundation from having needed flexibility and adaptability. Therefore, NABET hereby commits to working with the Foundation to accommodate its needs through modification or waiver of work rules. In the event that the Foundation believes that modification or waiver of work rules will help it secure, retain, or perform work or funding, the Foundation may request accommodation, and NABET will give the request good faith consideration and not unreasonably withhold consent.

10.1 All meal periods shall be of one hour's duration and shall be paid at the appropriate rate unless provided otherwise herein.

10.2

(a) Employees who are assigned to work an eight (8) hour shift shall receive a meal period no earlier than the second (2nd) hour and no later than the sixth (6th) hour of the shift. Employees who are assigned to work a ten (10) hour shift shall receive a meal period no earlier than the third (3rd) hour and no later than the sixth (6th) hour of the shift. In the case of Employees assigned to a single production for eight (8) hours or longer on a given day, the initial meal period need not be scheduled, but must begin between the above limits.

(b) In the case of Employees working a ten (10) hour shift, Employees will be entitled to an additional meal period of (1) one hour's duration following the 11th, 16th, 21st, etc., hour of the work day if work continues after such time. In the case of Employees working an eight (8) hour shift, Employees shall be entitled to an additional meal period of one (1) hour's duration following the 9th, 14th, 19th, etc., hour of the work day if work continues after such time. The meal may begin in a time period defined as beginning two (2) hours before the entitlement hour and ending on or before the beginning of the hour following the entitlement hour. For example, if an Employee who regularly works 8:00 A.M. to 6:00 P.M., is required or scheduled to work beyond 7:00 P.M., s/he would be entitled to a second meal period beginning between 5:00 P.M. and 8:00 P.M.

It is agreed that an Employee's second and subsequent meals period shall begin not later than six (6) hours after the end of the preceding meal period.

(c) In the case of Employees assigned to the same production, post production or "transmission" team where the Employees include Employees working on both a ten (10) hour shift and an eight (8) hour shift, the meal periods pursuant to the foregoing provisions (a) and (b) shall be those applicable to the majority of Employees constituting such team. If Employees on

the different schedules on such team are equally divided, the meal hours applicable as set forth above to Employees on a ten (10) hour shift shall apply.

(d) It is agreed that during live broadcasts or recording of non-recoverable events the meal period may be deferred for the purpose of completing the broadcast/taping.

10.3 If an Engineer is provided a 30 minute meal period due to production scheduling, the Foundation's obligations to provide a meal period are satisfied and no penalty will be incurred. It is agreed that events shall not be scheduled in such manner as to intentionally circumvent the terms of this Agreement on a regular basis.

10.4 In the event an Engineer does not receive a meal period in accordance with the above, and the circumstance is not covered by Section 10.2(d) or 10.3, the Engineer will be paid a meal infraction fee of \$15.00. An Engineer shall not receive more than one meal infraction fee per shift, irrespective of the number of meal period infractions during the shift.

ARTICLE XI

CLASSIFICATION AND WAGE SCALE

11.1 The term "Engineer" as used in this Agreement applies to all Employees whose duties include work performed by engineers and studio technicians as those terms were used prior to March 4, 1987, including installations, set up, operation, adjustment and maintenance of the Employer's electronic and electrical technical equipment used for broadcast; switching for master control and video switcher functions; the operation, including physical set-up where required, of electronic television cameras, video switchers, microphone booms, prompting devices, graphic and display devices, front/rear screen projectors, cranes and camera dolly-type devices, and includes studio and remote lighting and stage managing included under the jurisdiction set forth in this Agreement.

11.2 All Employees covered by this Agreement will be classified as Engineers and will be available for assignment to any function within the jurisdiction of this Agreement, with the following exceptions:

(a) Employees who were employed prior to March 4, 1987, will be given adequate training prior to being assigned to work which was not within the classification to which they were assigned prior to March 4, 1987;

(b) Employees who have not been assigned to electronic maintenance work prior to March 4, 1987, will not be required to perform such work except those who are hired to perform such work or who voluntarily accept assignment to that work. It is recognized that there may be certain work assignments that Employees who were hired as Studio Technicians or Engineers prior to March 4, 1987, will not be able to perform. Any claim that a former Studio Technician or Engineer does not have the ability or competency to perform a particular assignment that pertained to the classification to which he did not belong before March 4, 1987, after diligent and good faith effort to learn the elements of the work, may be brought to the attention of the NABET Committee, and will be resolved under the procedure set forth in that Article.

11.3

(a) Unless negotiated otherwise pursuant to Section 11.3(h), minimum weekly wage scales for Regular Full-time Employees shall be:

Level One	770.44
Level Two	846.66
Level Three	910.52
Level Four	981.59
Level Five	1053.69
Level Six	1128.88
Level Seven	1198.92
Level Eight	1278.23
Level Nine	1376.08
Level Ten	1520.28

(b) It is recognized that in hiring Employees the Employer reserves the right to do so at levels above Level 1 based on its appraisal of their prior experience acquired outside of the Employer's operations covered by this Agreement and that the Employer may, subsequent to hiring an Employee and during his or her probationary period, revise its appraisal of the appropriate level to which an Employee should be assigned.

(c) The Employer, in its sole discretion, reserves the right to grant merit increases, appoint leaders, and designate "senior" positions. Further, the Employer's right shall extend to the amount of compensation (if any), the term of any appointment, the right to review and adjust any such grants, increases, or designations as necessary, at least annually. The need for a title change will not be necessary when merit increases are granted.

(d) The Employer agrees that it is not its intent to reduce any merit or "Senior" premiums in existence on the date of execution hereof so long as the Employees receiving the same continue to perform the duties on which such merit premiums are based.

(e) The Employer further reserves the right to offer above-scale compensation to individuals in return for special skills and additional services (e.g., vehicle maintenance, etc.).

(f) The Union will be notified not less frequently than monthly of any hirings or of any revisions by the Employer in level assignment under the foregoing progression scale and any instances of above-scale compensation for any of the foregoing reasons to Employees for work performed within the jurisdiction of this Agreement.

(g) The Employer may, at its discretion, negotiate separation agreements with selected Employees on an individualized basis, without notice to the Union, and without any obligation to offer such agreements, or similar terms, to other Employees.

(h) The Foundation will give raises to Regular Full-time and Part-time Engineers and Reduced Part-time Engineers in the same manner and circumstances as it gives raises to non-unit

employees, and Regular Full-time and Part-time Engineers and Reduced Part-time Engineers may participate in the discretionary incentive pool funded by the Foundation, in its discretion, in the same manner and circumstances as non-unit employees.

(i) In the event the financial circumstances of the Foundation decline, the Foundation may request, and NABET will agree, to bargain in good faith the possible adjustment of restrictions posed by Article II, work rules in this Agreement and wages. If the parties are unable to reach agreement after bargaining in good faith to impasse, the Foundation may unilaterally implement its final offer.

ARTICLE XII

OVERTIME AND TELEPHONE CALLS

12.1 The Employee's hourly rate shall be computed on his or her base weekly wage rate divided by forty (40).

12.2 Overtime at the rate of 1.5 times the hourly rate will be paid for work in excess of the regular work day, on a scheduled day off, or in excess of forty (40) regular time hours in one (1) week.

12.3 Time paid for but not worked shall not, except for paid meal periods, be counted when computing total hours in a day or week.

12.4 Overtime not contiguous to a regular shift shall be not less than four (4) hours.

12.5 All overtime payments shall be compensated on the basis of fifteen (15) minute segments.

12.6 Nothing in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, daily or weekly overtime payments involving the same hours worked.

12.7 The Parties acknowledge that in some circumstances, it is necessary to contact an Employee outside of the Employee's scheduled work hours to discuss work-related questions. The Parties agree that compensation for time spent on such telephone calls will be as follows:

(a) For a telephone call that lasts 15 minutes or less, an Employee will be paid a fee of \$25.00 and further compensation will not be necessary;

(b) For a telephone call that lasts 16 minutes to 60 minutes, an Employee will be paid a fee equal to one hour at his or her regular time wage rate, unless the call results in the Employee working more than forty (40) hours, in which case s/he will be paid a fee equal to one (1) hour at his or her overtime rate;

(c) For a telephone call that lasts between 61 minutes and 120 minutes, an Employee will be paid a fee equal to two (2) hours at his or her regular time wage rate, unless the call

results in the Employee working more than forty (40) hours, in which case s/he will be paid a fee equal to two (2) hours at the overtime rate;

(d) For a telephone call that lasts one hundred and twenty-one (121) minutes to two hundred and forty (240) minutes, an Employee will be paid a fee equal to four (4) hours at his or her regular time wage rate, unless the call results in the Employee working more than forty (40) hours, in which case s/he will be paid a fee equal to four (4) hours at the overtime rate.

ARTICLE XIII

BENEFITS

Regular Full-time and Part-time Engineers represented by NABET share in the same benefits that the Foundation's non-union employees enjoy. All of these plans and policies have their own eligibility requirements and other terms--specific details are on "Innertube," the Foundation's intranet. The benefits the Foundation offers the Employees covered by this Agreement at this time are listed below:

- Holiday pay for holidays recognized by the Foundation
- Paid vacation
- A group health insurance plan (medical)
- A dental insurance plan
- A retirement plan
- Paid sick time
- Short-term disability insurance
- Bereavement leave, family care leave, jury duty leave, and annual military leave
- Parental Leave and Family Medical Leave, ("FMLA"), Massachusetts Maternity Leave ("MMLA") and Small Necessities Leave ("SNLA")
- Term Life Insurance , Long Term Disability Insurance, Business Travel Insurance and Accidental Death and Dismemberment Insurance (Full-Time Staff and Full-Time Project Contract Employees Only)
- A Severance Pay Policy
- An Educational Assistance Program (Full-Time Staff and Full-Time Project Contract Employees Only)
- Dependent Care Assistance Plan

- Flexible Spending Account Plan
- Subsidized Parking
- Expense Reimbursement and Meal Allowance Policy
- The opportunity to take unpaid leaves of absence.

In the event that the Foundation determines to eliminate or materially change a benefit during the course of this Agreement, the Foundation will notify NABET in advance to the extent practical. The parties agree that the Foundation may move forward with and implement any change even if notice is not provided.

With respect to vacation, vacation periods may be taken throughout the year as long as the needs of the Employer to continue operating effectively are met. There shall be two (2) seniority selection periods in each calendar year, as follows:

- The period of February 15 through and including March 15 shall be the seniority selection period for vacations selected to begin between June 1 and November 30 of that year.
- The period of August 15 through and including September 15 shall be the seniority selection period for vacations selected to begin between December 1 of that year and May 31 of the following year.
- Requests for vacations in any given period will not be accepted until the appropriate seniority selection period opens.
- Vacations selected during the seniority periods will be acted upon (granted or disapproved) by April 1 for the February 15 to March 15 period, and by October 1 for the August 15 to September 15 period.
- When vacation requests properly filed within the seniority selection period conflict so as to make it impossible for the Employer to grant all of the requests, preference shall be given to senior Employees in accordance with the provisions of Section 19.1 of this Agreement.
- A calendar of the applicable vacation weeks (June 1 to November 30 or December 1 to May 31) will be posted during the seniority selection periods. Employees will enter their names in their preferred weeks. Before the close of the seniority selection period each Employee will have the option, in order of seniority, to change their selection.

When the choice of vacation dates is made after the appropriate seniority selection period as defined above, and is made in writing and presented in person to the Director of Engineering (or his designee) at least thirty (30) calendar days prior to the first requested vacation date, such vacation shall require approval in writing. Reasonable efforts will be made to notify the Employee whether the request has been approved within seven (7) days of the receipt of the request.

In the event of conflict, the provisions of paragraph 5 of Subsection (b) above shall apply. The Employer is under no obligation to honor any vacation requests submitted with less than 60 days' notice.

Once chosen and confirmed, whether pursuant to Subsection (b) or (c) above, the vacation shall not be changed except by mutual agreement between the Employer and the Employee.

Upon termination, any allotted but unused vacation time for the fiscal year will be paid to the Employee regardless of the reason for termination.

ARTICLE XIV

HOLIDAYS

14.1 Irrespective of whether s/he worked on the holiday, an Employee will receive holiday pay equal to regular time wages for the number of hours of his or her regular shift (eight (8) hours for an Employee on a 5/8 Schedule, ten (10) hours for an Employee on a 4/10 Schedule). If an Employee is required to work on a holiday, in addition to holiday pay, s/he will be paid for such time worked in accordance with other provisions of this Agreement. The Parties agree that holiday pay does not change the regular rate of pay or increase the number of hours worked for the purposes of determining overtime compensation.

14.2 For the purpose of this Agreement, the provisions applicable to the above-designated holidays shall apply to the calendar day (12:01 a.m. - 12:00 Midnight) on the day on which such holiday is observed by the Foundation generally as set forth in the annual holiday notice from the Human Resources Department.

14.3 Employees may not choose to substitute compensatory days for holiday pay.

ARTICLE XV

REMOTE OPERATIONS, TRAVEL AND LIVING

15.1 Employees shall participate in the Foundation's Expense Reimbursement and Meal Allowance Policy that governs travel and meal expenses and mileage reimbursement of employees in connection with their work for the Foundation.

15.2 No one shall be required to take a day off on remote location until after completing a full normal straight-time schedule (i.e., forty [40] hours) after "departure" from the Employer's Guest Street facilities) unless unforeseen circumstances impact the production schedule for a remote. For purposes of this paragraph, the word 'departure' shall include any necessary equipment preparations, packing and other duties related to the assigned remote performed on the date of departure.

15.3 The Employer will provide, when available, the equivalent of AAA recommended, or better, accommodations for all overnight remotes or other authorized stays. Additionally, the Employer will provide single rooms for overnight accommodations when available.

15.4 While on remote and not on the clock, Employees shall be considered free agents.

15.5 On all remote locations, the Employer shall pay for and provide the following:

(a) All required transportation to and from the work site.

(b) Cool, potable, drinking water will be available at the work site at all times and conveniently located for use by the Employees.

(c) Well stocked first aid kits and emergency telephone numbers shall be available at the work site at all times.

15.6 Each Employee away overnight shall be allowed one (1) three (3) minute telephone call to their home per day for personal reasons.

15.7 The work day on all non-overnight remotes begins and ends at the Foundation, except as provided in Section 9.2(e)(v). When assigned to report directly to work at a local LICBC institution or Symphony Hall, the work day begins and ends at such institution. In the event an Employee is assigned during his work day to report to Symphony Hall, or an LICBC institution, to a different LICBC institution, or back to the Foundation, and is compensated by the Employer for mileage and adequate travel time, the Employee's work day shall end at such subsequent place of work.

15.8 The work day on all overnight remotes begins and ends in the hotel lobby.

15.9 Production on the premises of the Employer's property at Guest Street shall not be considered a "remote" for any purpose of this Agreement.

ARTICLE XVI

OPERATION OF PERSONAL AND EMPLOYER VEHICLES

16.1 An Employee if assigned to drive an Employer owned, rented or leased vehicle, other than regular passenger vehicles, shall be compensated therefor according to Attachment B hereto.

16.2 It is agreed that the driving on a public highway of a tractor trailer mobile unit to be utilized by the Employer within the jurisdiction of this Agreement as above specified will be within the exclusive jurisdiction of the bargaining unit. It is further agreed that any member of the bargaining unit, hired after the effective date of this Agreement with that understanding, who is able to do so, may be required at the request of the Employer to become properly qualified and licensed to operate such equipment as required.

16.3 Relief drivers shall be provided as necessary.

16.4

(a) The Employer is solely responsible that Employer owned, rented or leased vehicles are maintained in a manner so as to assure they are safe for movement and operation.

(b) The Employer assumes full responsibility and liability for actions against an Employee's driving license, including loss thereof, as a result of citations for operation of unsafe vehicles owned, rented or leased by the Employer.

16.5 An Employee may use his automobile for Foundation business at the request of the Employer with the approval of his department head. However, the decision to use the automobile is at the discretion of the Employee. Compensation for such use shall be in accordance with then effective policy of the Employer but not less than the IRS rate for mileage (minimum of \$2.00 per day) plus one dollar and fifty cents (\$1.50) additional for loads larger than that which will fit in the trunk of the car.

16.6 The Employer agrees that it will, during the term of this Agreement, maintain the insurance coverage for Employees driving vehicles for business purposes under this Agreement against liability for bodily injury and property damage at levels no less than those in effect on the date of execution hereof.

16.7 No more than four (4) persons will be assigned to each standard size automobile including space for mobile unit drivers and riders.

16.8 Driving Employer vehicles in Brighton for vehicle maintenance and servicing purposes does not constitute driving on a public roadway.

ARTICLE XVII

SENIORITY, LAYOFF, AND RECALL

17.1 Seniority of Regular Full-time Employees who have successfully completed their probationary period will be calculated from their original date of hire, absent any loss of seniority pursuant to the provisions of Section 17.2.

17.2 **Loss of Seniority.** An Employee's continuous service shall be broken, and his/her seniority lost, if the Employee:

(a) Quits, resigns, retires or accepts a permanent transfer to an out of unit position.

(b) Is terminated by the Employer for just cause.

(c) Is laid off for more than one (1) year plus an additional week for each week in which the Employee, during such layoff, performs any services for the Employer under the provisions of Section 7.7 as a Regular Part-time, Freelance or Temporary Employee within his or

her primary job assignment, unless the layoff is one by mutual agreement under Section 20.4 hereof in which case recall rights shall be deemed forfeited.

(d) Is recalled within the period specified in (c) above from the time of layoff for regular full-time work as defined in Section 7.6 above, and fails to report for work within nineteen (19) days of notice of recall. An Employee who intends to return must notify the company of his intention within seven (7) days of the Notice of Recall. Failure to respond within seven (7) days will result in loss of recall rights.

(e) Is absent from work without authorization for a continuous period of five (5) working days.

(f) Is absent from work due to illness or injury for more than fifteen (15) months.

(g) **Layoffs.** When reduction in force is necessary in an operational group, the Employee with the least seniority in the operational group shall be laid off first, provided, however, that the senior Employees in the operational group are, in the Employer's judgment, optimum in numbers, skills and ability to perform the remaining regular full-time work therein to the Employer's standards, which standards shall be (a) reasonable and (b) uniformly applied. For the purposes of this Section, operational groups include: Maintenance, Studio/EFP Operations, Post-Production, Master Control, Radio Maintenance, FM Engineers, and World Engineers. A determination by the Foundation with respect to layoff shall be sustained unless an arbitrator determines that the Foundation has failed to exercise reasonable judgment

17.3 Each Employee is obligated to notify the Human Resources Department promptly in writing of any change of address or phone number. The Employer, in any case in which it is obligated, pursuant to any provision of this Agreement, to communicate with an Employee, may rely upon the last known address or telephone number of such Employee as appearing on the Employer's records. Any notice required to be given to such Employee will be deemed given on the third day after the date of mailing such notice. Notice will be mailed postage pre-paid, by registered or certified mail, return receipt requested, to the Employee at such last known address.

ARTICLE XVIII

PERFORMANCE MANAGEMENT

18.1 The Foundation and NABET believe that an employee has the potential to be most successful in the workplace when he or she has a collaborative and on-going dialogue with his or her supervisor which includes regular discussion of the supervisor's expectations and priorities, the standards by which an Employee's performance will be measured, and the Employee's progress towards meeting his or her performance goals. Towards that end, a Regular Full-time or Regular Part-time Employee's performance will be managed in accordance with the following.

(a) **Job Description.** When a Regular Full-time or Regular Part-time Employee begins employment with the Foundation, s/he will receive the job description for the position that s/he holds and will meet with his or her supervisor to review the job description, the

supervisor's expectations and priorities, and the standards by which the Employee's performance will be measured.

(b) Probationary Period. The Regular Full-time or Regular Part-time Employee will receive feedback concerning her/his performance relative to the standards established during the probationary period as defined in Section 7.4.

(c) Performance Planning. Once a Regular Full-time or Regular Part-time Employee has successfully completed the probationary period, the supervisor and Employee will engage in performance planning, setting forth the performance goals and target dates established by the supervisor and the standards by which the Employee's performance will be measured. The Employee and supervisor will meet regularly to discuss the Employee's performance.

(d) Performance Reviews. A Regular Full-time, Regular Part-time or Reduced Part-time Employee will receive a performance review annually that states the Employee's progress towards achieving job expectations and performance goals, and meeting the supervisor's expectations and priorities relative to the established performance standards.

(e) Performance Improvement Plan. When a Regular Full-time, Regular Part-time or Reduced Part-time Employee is not meeting his or her performance goals or expectations and priorities to the satisfaction of the supervisor, the supervisor will meet with the Employee to identify concerns and provide guidance to the Employee about how s/he may improve performance. The supervisor may also require that the Employee attend training or classes or take other steps to enhance skills and/or the Employee's ability to meet performance goals, expectations and priorities. The supervisor will establish regular meetings with the Employee to review the Employee's progress toward improving performance. An Employee who is placed on a performance improvement plan outside the course of progressive discipline as set forth in Section 18.4 (a) through (c) will have at least thirty (30) days to improve his or her performance in accordance with the performance improvement plan before progressive discipline is given because of failure to improve performance in accordance with the performance improvement plan.

(f) Performance Enhancement Plan. When a Regular Full-time, Regular Part-time or Reduced Part-time Employee is performing consistent with goals, expectations and priorities to the satisfaction of the supervisor, the supervisor may provide the Employee the opportunity to pursue enhancement of his or her performance by providing training, professional coaching or other development opportunities. The supervisor may also recognize the Employee's progress and development through other non-monetary means.

(g) The Parties agree that the Foundation may enact policies to enhance and further detail management of employee performance. The Parties acknowledge and agree that the Foundation, in its sole discretion, determines an Employee's job duties, performance goals, standards of performance, and progress towards performance. The Parties agree that this provision does not contravene Article VI, Equal Opportunity and No Discrimination.

18.2 The right to discipline and discharge Regular Full-time, Regular Part-time and Reduced Part-time Employees for just cause shall remain the prerogative of the Employer. It is agreed that in the case of any disciplinary action resulting from an Employee's inability or failure to perform his or her assigned functions in a manner consistent with the Employer's standards of quality, the Employer shall demonstrate its judgment to have been (a) reasonable, and (b) applied uniformly to all Employees in the Bargaining Unit in similar situations.

18.3 Where a Regular Full-time or Part-time or Reduced Part-time Employee's performance is unsatisfactory, the Foundation will take corrective action as follows:

(a) The Foundation will communicate to the Regular Full-time, Regular Part-time or Reduced Part-time Employee in writing that his or her employment is at risk due to unsatisfactory performance. The Foundation will also provide the Employee a performance improvement plan in accordance with Section 18.1(e) if one has not been provided already. The Foundation will notify the Local Union as soon as possible or within at least two (2) days of the communication to the Employee;

(b) After the time period provided in the performance improvement plan has expired, the Foundation may terminate the Regular Full-time, Regular Part-time or Reduced Part-time Employee's employment, or if in the Foundation's discretion, the Employee's performance is improving, the Foundation may place the Employee on probation for a time period that the Foundation deems appropriate and that is reasonable.

18.4 With respect to misconduct by Regular Full-time, Regular Part-time and Reduced Part-time Employees, the Parties are committed to a system of progressive discipline. However, progressive discipline may not apply in situations involving gross or willful misconduct including but not limited to behavior that creates an unsafe workplace or threat to the Foundation. Where progressive discipline is appropriate, the Parties agree that discipline will proceed as follows:

(a) The Foundation will first give a Regular Full-time, Regular Part-time or Reduced Part-time Employee a written warning. The Foundation will notify the Local Union of any written warning as soon as possible but not later than two (2) working days after taking action;

(b) If a written warning is received after the ratification of this Agreement and an Employee continues to engage in the conduct after receiving a written warning, the Foundation will give the Employee a final written warning notifying the Employee that failure to discontinue the conduct will result in termination. The Foundation will notify the Local Union of any final written warning as soon as possible but no later than two (2) days after taking action;

(c) If the Employee continues to engage in the conduct after receiving a final written warning, the Foundation may terminate the Employee's employment. The Foundation will notify the Local Union of any termination as soon as possible but no later than two (2) days after taking action;

(d) At any step in the above described process, the Foundation, in its discretion, may require that the Employee also undergo remediation (including but not limited to complying with

a performance improvement plan, attending training, or other remedial action) or place the Employee on probation.

18.5 A determination by the Foundation with respect to an Employee's termination for just cause, unsatisfactory performance or misconduct or progressive discipline of an Engineer shall be sustained unless an arbitrator determines that the Foundation has failed to exercise reasonable judgment with respect to the Employee's termination from employment.

ARTICLE XIX **DISPUTE RESOLUTION**

19.1 **Purpose.** The purpose of this Article is to establish the exclusive procedure for the resolution of disputes based on the Agreement, including the settlement of grievances. A grievance is defined as a dispute between an Employee or the Union, and the Employer, relating to the interpretation, application or violation of the provisions of this Agreement which could not be resolved through discussion between an Employee or the Union and the Employee's direct supervisor or the Department of Human Resources. The Employer and the Union acknowledge the right of any individual Employee to raise a dispute with a supervisor without the assistance of the Union. The Employer and the Union acknowledge the right of any individual Employee to present a dispute or grievance directly to the Employer and to have such dispute or grievance processed as specified below, without the assistance of the Union, provided that any settlement made is not inconsistent with the terms of this Agreement, and the Union is afforded the opportunity to be present. The Employer and the Union agree that disputes and grievances will be resolved in an orderly and expeditious manner. Copies of all grievances will be forwarded to the Local Union's President or the President's designee within two (2) calendar days after the grievance is filed.

If a grievance is once settled, or if it is submitted in violation of the procedures set forth below, or is the subject of a final arbitrator's award under Section 19.4, it shall be considered closed and not thereafter subject to the grievance or arbitration procedures of this Agreement, nor shall the same question or issue be the subject of a grievance or arbitration under this Agreement more than once except on a showing of changed conditions or a Party's election to use arbitration as an alternative to judicial relief for failure to abide by the settlement or award disposing of the issue.

Holidays, Saturdays and Sundays shall not be counted in computing time limits under this Article.

To be considered under the grievance and arbitration procedure, the grievance must be signed and presented in writing, citing the specific provisions of the Agreement alleged to have been violated, the incident allegedly constituting such violation, and the date of the alleged violation.

19.2 Grievance Procedure.

(a) **Step 1.** Employees and supervisors shall be encouraged to discuss issues regarding the application of the Collective Bargaining Agreement with the intent of answering

questions and resolving disputes at the department level. A NABET representative may be involved in such discussions at the request of the affected Employee or supervisor.

If an Employee is unable to resolve a dispute with his or her supervisor or chooses to not raise a dispute with a supervisor, he or she will discuss the dispute with the Director of Human Resources or his or her designee in an attempt to resolve the disputes. Alternatively, representatives of the Department of Human Resources and representatives of NABET agree to discuss the dispute, exchange information and attempt to facilitate resolution of outstanding issues prior to the filing of any grievance pursuant to Step 2.

(b) **Step 2.** A grievance shall first be submitted to the appropriate supervisor or his or her designee with a copy to the Human Resources Director within thirty (30) calendar days after knowledge, by Employees involved in the incident, or, if none, by the Union, of the event or events forming the basis for the grievance. Within five (5) calendar days after such presentation, the grievance shall be considered by the appropriate supervisor and Director of Human Resources, or their designee, the aggrieved Employee and the appropriate Union Steward. In case of first step discussion of grievances raised by the Union where there are no identifiable Employees involved, the Union may be represented by the appropriate Union steward and one other Union official. The Employer shall give an answer within ten (10) calendar days after such consideration.

(c) **Step 3.** If the grievance is not settled satisfactorily on the basis of the written answer in Step 2, it shall, within five (5) calendar days after such written answer, be presented to the appropriate Director and the Human Resources Director or their respective designees, for further discussion. The Director and the Human Resources Director, or their respective designees, and a representative of the Union, along with the aggrieved Employee and the appropriate steward shall meet within ten (10) calendar days after the grievance is submitted at this step to discuss the matter. The Employer will give an answer in writing within ten (10) calendar days after such meeting.

(d) **Step 4.** If the grievance is not settled satisfactorily on the basis of the written answer in Step 3, it shall, within 5 calendar days after such written answer, be presented to the appropriate Vice President, or his or her designee, with a copy to the Human Resources Director, for further discussions who, along with the aggrieved Employee and the appropriate Steward, shall meet within ten (10) calendar days after the grievance is submitted at this step to discuss the matter. The Employer will give an answer in writing within ten (10) calendar days after such meeting.

(e) It is the Employer's intention to meet and answer grievances within the time limits provided for above. However, if a meeting is not held, or if an answer is not provided at any Step within the time limits specified, the grievance shall be deemed denied on the 20th calendar day following the presentation of the grievance at that level and the grievance may be carried to the next Step of the procedure.

19.3 **Submission of a Grievance to Arbitration.**

If a grievance has not been settled after being fully processed through the grievance procedure set forth in Sections 19.1 and 19.2, or such procedures are waived, then either Party, by written notice to the other within twenty (20) calendar days after the Employer's written Step 3 answer, may submit such grievance to arbitration.

Any Party that chooses to submit a grievance to arbitration shall submit such matter to the Labor Case Management Office of the American Arbitration Association that administers cases in Massachusetts. The Parties agree that an arbitrator will be selected and designated in accordance with the Labor Arbitration Rules of the American Arbitration Association, and that any arbitrator selected and designated must be able to schedule a hearing date within ninety (90) days of the date the matter is referred to him or her.

Any arbitration hereunder shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association, specifically including the time limits for the delivery of the award, except that the Parties agree that the Expedited Labor Arbitration Rules shall not apply unless mutually agreed upon by the Parties. The Parties shall share equally in the compensation and expenses of the arbitrator. Grievances which do not involve identical or related issues shall be separately processed in arbitration proceedings under this Article.

19.4 **Governing Principles.** The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement.

The award of the arbitrator on any grievance submitted under the provisions of this Article and considered by him or her hereunder shall be final and binding upon the parties. If either Party contends that the arbitrator has violated the foregoing provisions and governing principles, it may move or commence an action, as the case may be, to vacate the award in any court of competent jurisdiction which shall resolve that question, and only that question, according to the words used in this Agreement their customary meaning in general usage.

19.5 The arbitration hearing will be held at the premises of the Employer, provided that space is available. If no space is available, the hearing will be held at a hearing room at the American Arbitration Association or at the Doubletree Guest Suites Hotel, and the Parties will share the expense equally. In the event space is available and either Party objects to conducting a hearing at the Employer's premises, the hearing will be held at a hearing room of the American Arbitration Association or at the Doubletree Guest Suites Hotel and the costs for the necessary accommodations will be paid by the Party which objected to holding the hearing at the Employer's premises.

ARTICLE XX

NO STRIKES - NO LOCKOUTS

20.1 **No Strikes**. The Union agrees that there will be no work actions, strikes (whether general, sympathetic or otherwise), picketing, boycotting, slowdown, stoppage of work of any kind, or any other interference with the Employer's operations during the life of this Agreement, by itself, its agents, members or Employees covered by this Agreement.

20.2 **No Lockouts**. The Employer agrees not to conduct a lockout during the life of this Agreement.

20.3 **Discipline and Relief**. The Employer may impose any disciplinary action, including discharge, upon any or all of the Employees involved in a violation of Section 20.1 of this Article, and may, in its discretion, apply different penalties to Employees participating in such violation. The Union shall have no right to question the Employer's action under this provision except to question the factual issue of whether the disciplined Employee was in fact a participant. Also, the Foundation may seek immediate injunctive relief from an arbitrator or a court of competent jurisdiction.

20.4 **Struck Work**. The Employer will not assign, transfer or require Employees to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike.

ARTICLE XXI

SAFETY

21.1 The Employer agrees to continue to maintain such safety conditions as are necessary to protect and preserve the health and welfare of its Employees. The Union agrees to cooperate in the implementation and maintenance of safety rules and regulations. Accordingly, the Employer agrees to maintain a stationwide Safety Advisory Committee. Two (2) of the members of this committee will be Employees covered by this Agreement. The committee will be chaired by the Director of Physical Plants and/or the Human Resources Director. The purpose of the committee will be to make recommendations with respect to safety to the Employer. Alternatively, the Union agrees that if the Labor Management Committee can exercise responsibility for any matter that would have been handled by a separate Safety Advisory Committee, maintenance of a separate Safety Advisory Committee is not required.

ARTICLE XXII

GENERAL PROVISIONS

22.1 Employer and Union agree that an obligation exists to train candidates with potential for success, and in particular, women and minority candidates; to become reliable career employees of the Employer. The Employer and the Union further agree to actively explore and consider a mutually agreeable training program for qualified candidates as soon as possible.

22.2 The Union and the Employer agree to abide by the recommendations of the all-station Screen and Air Credits Committee or recommendations by the Labor Management Committee if it takes responsibility for these issues.

22.3 No Employee shall be required to furnish equipment or supplies. Any Employee who negligently loses or damages any such equipment furnished by the Employer for his or her personal use (including foul weather gear) shall, however, be expected to replace the same, if such loss or damage is the result of failure to exercise ordinary due care.

22.4 The Local Union will keep the Employer currently informed as to the identity of Local Union officers and stewards. The Employer agrees to conduct regular quarterly meetings with not more than three (3) Union officials for the purpose of maintaining a harmonious mutual relationship. The Parties agree that these meetings will be most effective if the Vice President and Chief Technology Officer and the Director of Human Resources are available to attend, and reasonable efforts will be made to schedule such meetings to allow the opportunity for their attendance. Such officials shall not lose any regular pay for attending such quarterly meetings. Additionally, Local Union officers shall not lose any regular pay for conferences held by appointment with the Employer during the Employee's working time. (Overtime and penalties shall not result from such meetings.) In addition, the Employer will recognize a reasonable amount of time by the appropriate Union official, normally the steward, in the disposition of Steps 1 and 2 of the grievance procedure as time worked, provided there is no interruption of the Employer's operations.

22.5 Subject to operating requirements, the Employer will grant not more than two (2) Employees at any one time a leave of absence without pay to attend Union conferences and any other Union business. Advance notice of four (4) weeks shall be provided whenever possible.

22.6 A duly authorized representative of the International Union shall have reasonable access to enter the Employer's premises for purposes related to this Agreement. The representative of the Union shall notify the Employer's Human Resources Director or his or her designee in advance of his or her arrival, including in such notification the time and initial purpose of the visit. While on the premises, the Union representative shall conduct himself or herself so as not to interfere with operations.

22.7 The Employer will provide bulletin board space for notices relative to Union matters by NABET-CWA. No derogatory or inflammatory material will be posted.

22.8 It is understood that the Employee is expected to dress appropriately for the work scheduled and the existing or expected weather conditions if such scheduled work is out of doors and/or on remote. Nevertheless, the Employer will furnish two (2) sets of raingear for each EFP unit. In addition, two (2) sets of raingear will be provided and kept in the maintenance shop for use of Employees whose work assignment is changed and are thereby required to work in unexpected inclement weather.

22.9 It is agreed that the Employer may, at its sole option, publicize on any material produced by Employees in the Bargaining Unit covered by this Agreement, or on the packaging containing the same, or otherwise, the fact that such material has been produced under this

Collective Bargaining Agreement and the Union agrees to supply the Employer, at its expense, with official Union labels for its use under this provision.

22.10 Successors. It is agreed that if the Foundation voluntarily sells, assigns, leases or otherwise transfers control or operation of the station, the Foundation will require the transferee to assume this Agreement and its obligations by specific provision in the Agreement of such transfer.

22.11 Bargaining Unit Members who are on the clock will be given an opportunity to attend the annual all staff meeting to the extent allowed by the need to maintain operations and meet production schedules, provided that such attendance does not result in any meal infractions, penalties or premium pay. Employees who are released to attend the meeting must do so.

ARTICLE XXIII

SCOPE OF AGREEMENT

23.1 This Agreement is a complete agreement between the Parties covering wages, hours, and all other conditions of employment. The Employer agrees that it will negotiate with the Union during the term of the Agreement concerning any matter involving the wages, hours and working conditions of the Employees, which is not specifically provided for in this Agreement, and which is not the subject of any grievance, provided, however, that there shall be no change in this Agreement except by mutual consent of both Parties.

23.2 It is understood that situations where Employees on a given assignment voluntarily waive the applicability of a work rule by mutual agreement with the Employer do not constitute a change or modification of this Agreement. It is further agreed, however, that no such work rule waiver or informal grievance disposition shall constitute a precedent or be binding on the Union in any other situation.

ARTICLE XXIV

SEPARABILITY AND SAVINGS PROVISION

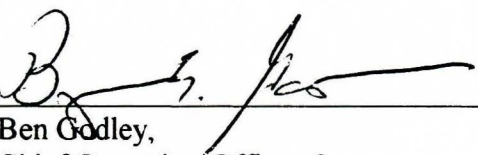
24.1 If any Article or Section of the Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of it has been restrained shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section only during the period of invalidity or restraint.

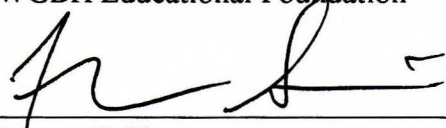
ARTICLE XXV

TERM OF AGREEMENT

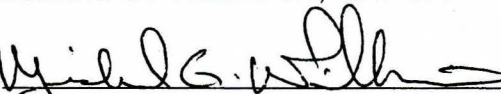
25.1 This Agreement shall become effective on the date of execution hereof and shall continue in full force and effect until midnight (Boston time), February 28, 2021, and from year to year thereafter unless written notice shall be sent by either Party to the other Party not later than sixty (60) days prior to February 28, 2021, or the end of any such year thereafter, requesting amendments or changes.

WGBH EDUCATIONAL FOUNDATION

By: 
Ben Godley,
Chief Operating Officer &
President, WGBH Business Services
WGBH Educational Foundation

By: 
Frances Sullivan,
Vice President, Human Resources

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES &
TECHNICIANS-COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO

By: 
Mike Wilkins
Local President

By:  1-31-18
Charlie Braico
International President

