

NABET-CWA

AND

MANHATTAN CREWING COMPANY

February 1, 2006 – March 31, 2009

ARTICLE I

Term of Agreement

This Agreement shall be effective February 1, 2006 and continue through March 31, 2009.

ARTICLE II

SCOPE OF THE UNIT

NABET-CWA (The Union) represents and warrants and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of or as defined in the Scope of Unit clause, and the Company recognizes the Union as the exclusive bargaining agent for all such employees of the Company.

The term "employee" as used in this agreement applies to all technical employees and daily hires and includes, but is not limited to, employees whose classification and wage scales are contained herein.

The parties agree Chris Hewson may perform bargaining unit work and that such performance of work shall not be construed as violative of any provision of this Agreement. Nor will this require Mr. Hewson to join the Union or receive any wages or benefits as set forth under this Agreement.

Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE III

NO DISCRIMINATION

The Company will not discriminate against any employee for anything said, written or done in furtherance of the policies and aims of the Union. Neither the Union nor the Company will discriminate against any employee because of race, creed, age, disability, sex, color or national origin or any other characteristic protected by law.

ARTICLE IV
EMPLOYMENT

Section 4.1

(a) As a condition of employment, all employees referred to in Article II 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 members in good standing in the Union during the term of this Agreement.

(b) In lieu of the provisions of (a) above, employees hired on a daily basis shall, after twenty (20) days of employment become members of the Union and remain members in good standing in the Union during the term of this Agreement.

The Company will, within three (3) working days after receipt of notice 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 or initiation fees, as required by the preceding paragraphs.

Section 4.2

The Company shall give written notice to the President of the Local Union of job opportunities and the rate to be paid. Such prior notice shall be of as long a duration as practicable.

Section 4.3

Upon receipt of a signed authorization of the employee involved, in the form set forth below, the Company shall deduct from the employee's pay check the Union Initiation Fee and dues payable by the employee to the Union and, at the option of the Local Union, the Local Dues.

Section 4.4

Deductions for Initiation Fee and for Local Union Dues shall be remitted to the Local Union involved and deduction for 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 Company 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.

Section 4.5

The parties agree that the Check-Off authorization shall be in the following form:

NAME: _____ DEPT: _____

(Please Print)

I hereby authorize _____ to deduct from each paycheck, a sum equal to one and one-third percent (1-1/3%) of my total earnings for the previous pay period, including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company 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 Company, when notified to do so by the Local Union in the area involved, to deduct from my wages on account of dues payable to that Local Union .0023 of my daily base rate. The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company 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 Company 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 Company and the Union within such ten (10) day period.

Section 4.6

The Company will provide to NABET-CWA Local 11, each month, written information of each daily hire employed and that employee's name, address, telephone number, social security number and wages earned.

ARTICLE V

NO STRIKES OR LOCKOUTS

Section 5.1

There shall be no stoppage of work, lockout or other interference with Company operations. Employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of the Impartial Umpire or an arbitrator.

Section 5.2

The Company 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 or to originate a program or programs especially for such station. In addition, the Company shall not take any disciplinary action against an employee for his or her refusal to cross a picket line which has been established as the result of any authorized strike by members of the AFL-CIO.

ARTICLE VI

JURISDICTION AND TRANSFER OF WORK

Section 6.1

All technical work performed by and for MCC when installing equipment on-site within New York metropolitan area covered by the NBC/NABET-CWA Master Agreement, shall be done by bargaining unit personnel in accordance with the terms and conditions of the Master Agreement. When MCC performs on site installation work at any location outside of the New York metropolitan area where a NABET-CWA contract is in effect, MCC will pay the wage rates applicable under the NABET-CWA contract in effect at that location up to the rates in the NBC/NABET-CWA Master Agreement but as to all other respects, follow the requirements of this Agreement. For on site installation work outside of the New York metropolitan area where no NABET-CWA contract is in effect at the site, the parties agree to negotiate appropriate rates of pay but as to all other respects follow the requirements of this Agreement.

Section 6.2

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside the bargaining unit.

Section 6.3

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Union to the operation of technical equipment.

ARTICLE VII

REGULAR WORK DAY AND WEEK; MEAL PERIODS

Section 7.1

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable. A tour of duty starting any day and continuing into the following day shall be considered as one tour of duty and attributed to the first day.

Section 7.2

A regular work week is defined as consisting of any five (5) regular work days as defined above for a total of forty (40) hours, and as beginning at 12:01A.M. Saturday and continuing until 12:00 midnight the following Friday. Each employee shall have two consecutive days off in each week. For this purpose Friday and Saturday if consecutive, shall be consecutive days off.

Section 7.3

Hours worked outside of a regular forty (40) hour work week, or in excess of eight (8) hours will be compensated at time and one-half (1-1/2 or 150%) of hourly wage. Work on sixth and seventh days may be assigned only at the discretion of the employee and the Company.

Section 7.4 – Meal Period

A paid meal period of one (1) hour shall be granted around mid-day. In the event that an employee remains on duty for a period longer than two (2) hours past that employee's scheduled quitting time and such employee elects to have a meal, that employee may request reimbursement by submitting the meal expense with a receipt through an expense report. Such reimbursement will not be unreasonably withheld.

ARTICLE VIII

GRIEVANCES AND ARBITRATIONS

Section 8.2

- (a) Should a grievance arise during the term of this Agreement, the aggrieved employee or employees of the Company shall contact the designated Union Steward or Officer. The grievance shall be discussed promptly by the Steward or Officer and the designated management supervisor for the purpose of attempting settlement. Should the grievance remain unresolved after such discussion, it shall be reduced to writing on appropriate forms and signed by the Steward or Officer or, in the case of a grievance filed by the Union or the Company, by a Union or Company representative. The written grievance shall be filed with the management supervisor and with the Union for processing to the Local Grievance Committee.
- (b) The parties agree that the Union is responsible for bringing forth a grievance to MCC within thirty (30) days of the occurrence of the event giving rise to the grievance or of an aggrieved employee's knowledge of such event. The parties agree to meet within thirty (30) days of the Union notifying MCC of its grievance. MCC agrees to respond within thirty (30) days of said meeting either resolving or denying the grievance. If the union is dissatisfied with MCC's response, it has thirty (30) days to file for arbitration. It is further understood that any meeting between the parties to resolve a grievance shall be held in the New York metropolitan area.

Section 8.2

A duly authorized representative of NABET-CWA may investigate or inspect operations of the Company covered by this Agreement at reasonable hours and in such manner as not to disturb the normal operations of the Company.

Section 8.3

If a grievance is not settled at the grievance meeting, the Union or Company may request arbitration by delivering a signed, written notice to that effect directed to the other party, and to the American Arbitration Association in New York City.

- (a) A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be binding on both parties and each of them will promptly comply. Each party will bear its own expense in carrying out the provisions of the Agreement but will share equally the expense of the arbitrator and the AAA costs.
- (b) In no event shall the arbitrator modify or amend the provisions of the Agreement, nor shall the same questions or issue be the subject of arbitration more than once, except upon showing of new evidence, change of condition, or circumstances.

ARTICLE IX

WAGE SCALES

- A. For on-site installation work at NABET-CWA sites where a NABET-CWA contract is in effect, MCC shall pay the wage rates called for in that contract for Group 2 and Group 7 up to the rates paid under the NBC/NABET-CWA Master Agreement contract. If no contract is in effect but is being negotiated, MCC shall pay the rates of the expired contract until new rates are contractually established.¹ MCC shall not be liable to pay to its employees any retroactive increases negotiated in said contracts unless said retroactive monies are paid to MCC by the applicable client.

The above rates do not include the \$55.00 per day payments in lieu of benefits which shall be the rate for the duration of the contract.²

The parties reserve the right to add additional Groups by mutual agreement.

- B. For off site installation work in the New York metropolitan area where no NABET-CWA contract is in effect, MCC shall pay the following weekly and daily rates:

Group 2/Weekly

	2/1/06	4/1/07	4/1/08
0-1 Year	564.50	581.50	599.20
1-2 Years	855.50	881.50	908.00
2-3 Years	960.50	989.50	1019.20
3-4 Years	1060.00	1091.50	1124.40
4 + Years	1340.00	1380.50	1422.00

Group 7/Weekly

	2/1/06	4/1/07	4/1/08
0-1 Year	714.50	736.00	758.00
1-2 Years	1008.00	1038.50	1069.60
2-3 Years	1054.00	1085.50	1118.00
3-4 Years	1179.00	1214.50	1250.80
4 + Years	1513.50	1559.00	1606.00

¹ The new rates shall apply for new work upon which MCC bids. New rates need not apply for projects MCC has already bid upon and been hired to perform.

² If the \$55 amount is raised to \$60 pursuant to the NBC/NABET-CWA Master Agreement, the \$60 rate shall become effective sixty (60) days after ratification of NBC/NABET-CWA Master Agreement.

Group 2/Daily Hire

2/1/06	4/1/07	4/1/08
112.89	116.27	119.77
170.98	176.11	181.39
192.10	197.86	203.80
211.97	218.33	224.88
268.01	276.05	284.33

Group 7/Daily Hire

2/1/06	4/1/07	4/1/08
142.96	147.25	151.67
201.57	207.62	213.85
210.84	217.17	223.68
235.77	242.84	250.13
302.71	311.80	321.15

- C. For off-site non-installation work in the New York metropolitan area, the Daily Hire hourly rate shall be \$19.00 and the Daily Hire pay in lieu of benefits shall remain \$55 per day.
- D. For installation work outside the New York metropolitan area performed at a location with no NABET-CWA contract in effect, MCC agrees to give the Union sufficient notice of such work so the parties may negotiate an appropriate wage rate for such work though the Daily Hire pay in lieu of benefits shall remain \$55 per day.
- E. Any Daily Hire employee hired for 150 days or more in the previous contract year (April 1- March 31) shall, in the subsequent contract year, move forward one step within the Group to which he was working for the majority of the 150 days. Daily Hires working less than 150 days in a contract year may be kept at their current step in a subsequent contract year.
 - 1. Daily Hire employees who work 150 days or more in a contract year will be placed on a recall list and laid off ³ in inverse order of their seniority and reemployed in seniority order. ⁴

³ The ending of a project does not constitute a layoff.

⁴ An individual who is laid off or whose current project ends has no right to require MCC to bump someone from a current project – recall rights only apply to an open or new opportunity.

2. In the event a Daily Hire is laid off and rehired within 6 months, the employee's seniority shall consist of all accumulated time worked for MCC which was separated by less than 6 month intervals.
 3. An employee on layoff has the sole responsibility to notify MCC and the Union of his current address.
 4. Failure by an employee to respond to a recall notice within 1 week of receipt shall nullify the employee's recall rights.
 5. A Daily Hire who unilaterally reduces his work day shall have his daily rate reduced by the hours of work missed.
- E. Holidays - Employees shall be paid time and one-half for all hours actually worked on the following Holiday:
- New Years Day
 - Martin Luther King Jr. Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- G. A Group 7 employee may be assigned Group 2 work and paid the Group 2 rates where no Group 7 work is available. Notice of the Group 2 work and rate shall be given to both the employee and the Union.
- H. Group 2 employees may be temporarily assigned Group 7 work and pay rates but such assignments do not constitute elevation to Group 7 unless the employee has worked 150 days of the prior contract year at Group 7 rates.

ARTICLE X

Rest Periods

Reasonable rest periods will be granted during the course of each job function.

ARTICLE XI

VACATIONS

Section 11.1

Each full-time employee in the employ of the Company for more than twelve (12) months shall receive a vacation of two (2) weeks with full pay, and each employee employed for more than thirty-six (36) months shall receive an annual vacation of three (3) weeks with full pay, and each employee employed for more than ten (10) years shall receive an annual vacation of four (4) weeks with full pay, and each employee employed for more than twenty (20) years shall receive an annual vacation of five (5) weeks with full pay, and each employee for more than twenty-five (25) years shall receive an annual vacation of six (6) weeks with full pay.

Section 11.2

Length of service for vacation purposes shall be determined as of January 1 of each year. Employees shall be granted a split vacation. Vacation must be taken in one (1) week blocks, unless an exception is approved by management. Such an approval for more than or less than one (1) week vacation will not be unreasonably withheld.

Section 11.3

Employees shall have the choice of vacation periods in order of seniority of service with the Company. Only one employee may take a one week vacation block at a time. However, it is understood that the Company upon twenty-four (24) hours notice may approve another employee to take a one day vacation within the same vacation block.

Section 11.4

Any employee eligible for vacation who leaves the employ of the Company shall be paid for prorated accrued vacation time from the past January 1, less any vacation already taken in the calendar year of termination. For employees with less than two (2) years of service, any vacation days that an employee has taken but not yet earned through the date of termination shall be deducted from the final paycheck.

ARTICLE XII

DISCHARGES, LAYOFFS

Section 12.1

The Company shall have the right to discipline any employee for just cause. Written notice thereof shall be given to the Union. Where the dismissal is for poor performance the dismissal shall be preceded by three (3) weeks pay to the employee. Any employee who desires to leave the Company shall give three (3) weeks notice to the Company.

Section 12.2

Lay-offs shall be made in the inverse order of seniority. For the purpose of determining seniority, all employees in the employ of the Company at the time of execution of this Agreement shall be given credit for the time they have been heretofore continuously employed. Seniority of any employee employed, after the date of the Agreement shall be the date of such employment. Seniority shall not accrue during periods of layoff.

This section shall only apply to regular employees and not Daily Hires.

ARTICLE XIII

INSURANCE AND 401(K) PLANS

Employees, whether staff or daily hires, shall receive fifty-five dollars (\$55.00) a day in lieu of benefits. Fifteen dollars (\$15.00) of this amount shall be contributed to the Entertainment Industry Plan. If the Union provides the Company with packets of material regarding the contract, the Union and/or the Plans, the Company will make them available to the unit members.

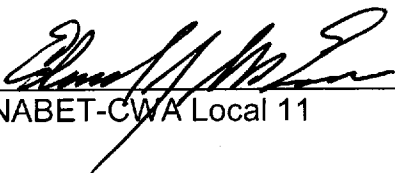
Employees shall be eligible to participate in the CWA Savings and Retirement Trust in accordance with the terms and conditions in effect as of September 1, 2002 or as amended.

Employees shall be eligible for supplemental compensation coverage as per the terms of the AFLAC plan. MCC shall make the deductions for this coverage and remit same as per appropriately executed deduction forms. The cost of said coverage is entirely the responsibility of the employee and MCC shall have no liability for any non-payment of premiums for whatever reason.

ARTICLE XIV

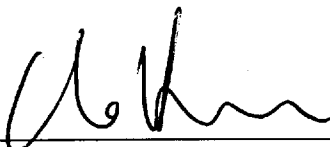
DURATION

This Agreement shall become effective as of the ratification date herein and shall remain in full force and effect through March 31, 2009.



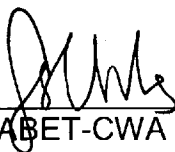
NABET-CWA Local 11

4-3-06
DATE



CHRIS HEWSON
MCC, INC.

4-7-06
DATE



NABET-CWA

3 April 2006
DATE