

**AGREEMENT**

**By and Between**

**BRIC ARTS | MEDIA | BKLYN, in its capacity as the community access  
organization for the Borough of Brooklyn**

**and**

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND  
TECHNICIANS, COMMUNICATIONS WORKERS OF AMERICA,**

**AFL-CIO**

**as of July 1, 2016 – June 30, 2020**

## **PREAMBLE**

Agreement dated as of July 1, 2016 between BRIC Arts | Media | Bklyn, Inc. solely in its capacity as community access organization for the Borough of Brooklyn and in connection with its related community media operations, (hereinafter "BRIC" or the "Employer"), located at its principal place of business, currently 647 Fulton Street, Brooklyn, New York, and the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO (hereinafter the "Union"), with offices located at 501 Third Street NW, 6th Floor, Washington, DC 20001.

Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender. As used in this Agreement, the term "Contract Year" means the twelve month period between July 1 and June 30 during the term of this Agreement.

## **Article I**

### **RECOGNITION**

The Employer recognizes the Union as sole collective bargaining representative of all full-time and regular part-time staff employees employed by the Employer solely in its capacity as the community access organization for the Borough of Brooklyn, in the community media department, employed as Operations Assistants, Engineers, Assistant Engineers, Transmission/Master Control Operators, Facilities Coordinators, Equipment Managers, Trainers/Training Assistants, Associate Producers, Traffic Coordinators, Editors, Program Coordinator, Computer Engineers, Producers, Videographers, and Studio Technicians and regular part-time freelance employees employed by the Employer as Transmission/Master Control Operators, Trainers/Training Assistants, Editors, Camerapersons, Production Assistant I, Production Assistant II, Audio Technicians, Assistant Audio Technicians, Technical Directors and Hourly Producers at or out of its principal place of business, currently located at 647 Fulton Street, Brooklyn, New York. No other person is included in this recognition, including but not limited to all Program Directors, Development, Marketing, Human Resources, Building Operations and Finance staff, Performing Arts, Contemporary Art and Youth Education staff, Community Producer Liaisons, Senior Producers, Volunteers, Community Producers, office clerical employees, confidential employees, guards, custodians and supervisors as defined in Section 2(11) of the Act. If the employer decides in the future to employ hourly employees in the role of Director, the parties will negotiate about the possible inclusion of this position in the unit.

This Agreement and this recognition shall be of no further force and effect in the event the Employer ceases to be the community access organization for the Borough

of Brooklyn.

## **Article II**

### **GEOGRAPHIC SCOPE**

This Agreement covers and is limited to services performed within the City of New York by employees in the bargaining unit (hereinafter "employees"), except that, with respect to Master Control operations, this Agreement covers and is limited to services performed at its principal place of business, currently located at 647 Fulton Street, Brooklyn, New York.

## **Article III**

### **WORK COVERED**

The Employer operates non-commercial cable television stations that give the Brooklyn community access to television by offering Brooklynites opportunities to view and create programs that reflect the diversity of the borough's culture and ideas. The Employer operates and manages public access television for Brooklyn in accordance with The Cable Communications Act of 1984, and pursuant to franchise agreements, all of which expressly obligate the Employer to develop and support programming which is responsive to the needs and interests of the residents of Brooklyn. In that capacity, the Employer functions as an educational facility that teaches all aspects of television production to members of the Brooklyn community, and employees who perform services under this Agreement do so, either all or in substantial part, in a mentoring capacity. Accordingly, consistent with the Employer's community media mission and the Employer's statutory and contractual obligations, the Employer may utilize other persons not in the bargaining unit, including without limitation supervisors, students, volunteers, interns, and community producers, to perform work that would otherwise have been performed by employees, provided that the use of such other persons (i) does not result in the layoff of any regular full-time employee, and/or (ii) does not result in the continuation of layoff of any regular full-time employee who is on the layoff/recall list at the time of the performance of such work.

## **Article IV**

### **CONTRACTING OUT**

Without limiting anything in the foregoing Article III, the Employer may contract out any work to any third party or other entity, provided that such contracting out (i) does not result in the layoff of any regular full-time employee, and/or (ii) does not result in the continuation of layoff of any regular full-time employee who is on the layoff/recall list at the time of the contracting out. The Union waives its right to bargain over the Employer's decision to contract out work. The Union waives its right to, bargain over the effects of any decision to contract out work, except when the contracting out is in exchange for a fee and the party to which the work is contracted out is regularly engaged in the business of television production.

BRIC will not materially decrease the overall volume of work performed by freelance camera operators, unless an overall reduction is required due to funding cuts.

## **Article V**

### **UNION MEMBERSHIP AND CHECK OFF**

Employees as defined in Article I who are regular salaried employees shall become members of the union 30 days after the date of hiring. Employees as defined in Article 1 who are hourly employees shall become members of the Union after they have worked a total of 175 hours or 30 days for the Employer, whichever is later. Employees who become members of the Union shall remain members in good standing during the term of active employment with the Employer and the term of this Agreement/

Within three (3) working days after receipt of a notice, signed and notarized, by an officer of Local 11, NABET-CWA, stating that an employee covered by this Agreement 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 this paragraph, the Employer will discharge such employee; provided, however, that if the employee tenders the past-due dues or fees within the three (3) day notice period, the Employer shall not be required to discharge such employee.

Upon receipt of an enforceable, signed authorization of the employee involved, the Employer shall deduct from the employee's pay check the Union initiation fee and the dues payable by the employee to the Union and, at the option of a Local Union, the dues payable by him or her to the Local Union, during the period provided for in said authorization. The amount of the Union initiation fee will not be unreasonable.

Deductions shall be made on account of initiation fees from the first pay check of the employee after receipt of the authorization. The Union shall permit employees to pay initiation fees by deductions in equal installments during the first year of employment. Deductions shall be made on account of Union dues and Local Union dues from the first pay check of the employee after receipt of the authorization and from each pay check thereafter. Deductions shall not be made from notice/severance pay.

Deductions for Initiation Fees 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 (10<sup>th</sup>) day of the month following the deductions. The Employer shall furnish the International Union and the Local Union, at least monthly, in a mutually agreeable digital format, with an alphabetical record of those to whom payments have been made, including the gross amount of pay and any deductions that have been made on account of the provisions of this Article and the total amount of each such deduction.

## **Article VI**

### **MANAGEMENT RIGHTS**

Subject only to specific limitations contained in this Agreement to the contrary, the Employer reserves and retains the sole and exclusive rights to manage its operations and to direct the work force. Those rights include, but are not limited to, the following: the hiring of employees; the promotion, transfer and layoff of employees; the discipline, suspension and discharge of employees; the option to pay in excess of the minimum wage and the option to pay merit increases and bonuses; determining equipment to be used or installed (including, without limitation, computers, automated systems and other labor saving devices); utilizing any work methods, procedures or techniques; establishing rules and regulations and requiring adherence thereto; determining when work is required and designating the identity and number of employees to perform the work; assigning employees to particular shifts or schedules; assigning employees to work in different job classification, whether within or without classifications covered by this Agreement; eliminating job functions and classifications; consolidating jobs and duties with those of other employees within the bargaining unit; and exercising such other and further rights and powers customarily exercised by management.

Subject only to the specific limitations contained in this Agreement to the contrary, nothing shall be construed to limit the Employer's right to reduce or eliminate work covered by this Agreement; to consolidate or close down facilities or operations, either temporarily or permanently.

**Article VII**

**SENIORITY**

Employees shall accrue seniority within full-time titles included in Article VIII for purposes of layoff. Seniority shall be determined by the number of days employed by the Employer in the particular category of job classification, provided that seniority shall cease and expire upon (i) resignation by the employee, (ii) termination by the Employer where such employee is not reinstated by process of law, or (iii) a layoff of more than 180 days. If an employee is reemployed after resignation or layoff (of less than 180 days), the intervening time shall not count toward seniority.

Employees shall be laid off in inverse seniority order. Any employee who is laid off from one category of job classification may exercise seniority accrued in another category of job classification resulting in the displacement of an employee in that other category of job classification who has accrued less seniority. Such displacements shall be made in inverse seniority order.

Employees laid off shall be recalled in seniority order. No employee who is laid off for more than 180 days shall be entitled to recall.

Categories of Classifications include all full-time titles included in Article VIII.

If the Employer hires any person full-time into the classifications Editor, Cameraperson or Trainer/Assistant Trainer, the parties will meet and confer to discuss their possible inclusion in one of the categories of classifications. If no agreement is reached, the classification at issue shall constitute a separate category.

**Article VIII**

**WAGE SCALE**

The following are the rates of pay in effect during the term of this Agreement:

***A. Minimum Rates of Pay***

TITLE	Minimum annual salary for full time employees in applicable category for term of the Agreement; minimum hourly or project or day rate for non-full-time employees in such position
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OPERATIONS ASST	\$38,416 (full time)
ENGINEERS	\$55,350 (full time)
ASST. ENGINEERS	\$39,325 (full-time)
TRANSMISSION / MASTER CONTROL OPERATOR	\$36,015 (full-time) \$/14.69hour (hourly)
FACILITIES COORDINATOR	\$32,322 (full-time) \$15.54 (hourly)
TRAINERS/TRAINING ASSISTANT	\$18.36/hour (hourly)
ASSOCIATE PRODUCERS	\$37,953 (full-time)
EQUIPMENT MANAGER	\$38,416 (full-time)
TRAFFIC COORDINATORS	\$38,015 (full time)
EDITORS	\$36,729 (full-time)\$ 17.49 (hourly)
PROGRAM COORDINATOR	\$36,189 (full-time)

COMPUTER ENGINEERS	\$54,864 (full-time)
PRODUCERS	\$43,659 (full-time)
PRODUCTION ASSISTANT I	\$12.72 (hourly)
PRODUCTION ASSISTANT II	\$15.54 (hourly)
VIDEOGRAPHER	\$52,500 (full-time)
AUDIO TECHNICIAN	\$35.02 (hourly)
ASSISTANT AUDIO TECHNICIAN	\$24.15 (hourly)
HOURLY PRODUCER	\$25.00 (hourly)
TECHNICAL DIRECTOR	\$30.00 (hourly)
STUDIO TECHNICIAN	\$45,000 (full-time)
CAMERAPERSONS	<p>Wages based on Cameraperson Level pursuant to Article VIII, Section B.3 below:</p> <p>Level 1: \$34.81 per hour</p> <p>Level 2 \$40.97 per hour</p> <p>Level 3 \$42.32 per hour</p> <p>Level 4 \$45.06 per hour</p> <p>There is a four-hour minimum for any camera shift.</p> <p>All Level 3 and 4 camerapersons are eligible for the Flex Plan benefits described in Article IX, Section D below.</p>

***B. Pay During Term of Agreement***

Each of the following shall be subject to Section C of this Article VIII.

**1. For full time employees:**

Full-time employees who have been in the employ of the Employer for at least 12 months prior shall receive wage increases as follows:



Annual Salary	7/1/16	7/1/17	7/1/18	7/1/19
\$40k or less	6%	4.5%	4%	4%
>\$40k - \$60k	5%	4%	3.5%	3.5%
>\$60k - \$80k	3%	3%	2.5%	2.5%
>\$80k	1%	2%	1.5%	1.5%

**2. For employees who are not full-time:**

a) Effective upon execution of this Agreement, each such employee shall be paid no less than the hourly rate for such position identified above under Minimum Rates of Pay, and, to the extent such employee is also a Qualified Employee within the meaning of Article IX, Section D, such employee shall receive the Flex Plan benefits described in such section.

b) Hourly employees, excluding Camera Operators, who have been in the employ of the Employer for at least 12 months prior shall receive wage increases as follows:

Hourly Wage	7/1/16	7/1/17	7/1/18	7/1/19
Less than \$19.24	6%	4.5%	4%	4%
\$19.24 - \$28.85	5%	4%	3.5%	3.5%
\$28.86 - \$38.45	3%	3%	2.5%	2.5%
\$38.46 and up	1%	2%	1.5%	1.5%

**3. For camerapersons:**

Camera levels are defined as follows:

Level 1: worked less than 100 hours for the employer

Level 2: worked more than 100 hours for the employer, but not yet at Level 3

Level 3: qualified at level 2 and worked at least 255 hours for the employer in a preceding contract year

Level 4: qualified at level 3 and worked at least 255 hours for the employer in at least two contract years.

Except as expressly provided above, Employer shall not be obligated to make any changes to employee pay or rates of pay.

**Article IX**

## EMPLOYER POLICIES AND BENEFITS

Subject only to the specific exclusions contained in this Article, employees shall be covered by the Employer's policies, and shall be entitled to participate in the Employer's employee benefit plans and programs, under the same terms and conditions and to the same extent as those policies, plans and programs are applicable to personnel who are not represented for collective bargaining purposes.

Employees are subject to the Employer's Employee Handbook (as that document is promulgated and revised by the Employer in its sole discretion from time to time), except that employees are not subject to the policy entitled "Separation From Employment - Termination." Except as specifically provided herein, all of the Employer's policies, employee benefit plans and programs may be changed, modified, amended, suspended, or eliminated by the Employer so long as the change, modification or elimination applies as well to personnel who are not represented for collective bargaining purposes. Any such change, modification, amendment, suspension or elimination shall be automatic, and the Employer shall not be obligated to bargain with the Union over any changes thereto or the effects thereof, but the Employer shall forward to the Union a copy of any such change, modification, amendment, suspension or elimination promptly thereafter.

A. Holidays: Regular, full-time employees shall receive paid time off for those holidays set forth in the Employer's Employee Handbook (as that document is revised by the Employer in its sole discretion from time to time, as set forth above), or a total of eleven (11) paid holidays, whichever is greater. If in any year the Employer's Employee Handbook provides for less than eleven (11) paid holidays, then the Employer shall designate in its sole discretion the additional paid holidays.

Regular, full-time employees who are required to work on any Holiday shall receive another paid day off from work to be scheduled for the mutual convenience of the employee and Employer. Regular full-time employees who are required to work on Thanksgiving Day, Christmas Day, or New Year's Day, shall be paid at a rate of one and one-half times their regular rate of pay. New Year's Day shall be defined as the last shift to begin on New Year's Eve and the first two shifts to begin on New Year's Day.

B. Sick Leave: Regular full-time employees shall be eligible to receive time off for sick leave in accordance with the sick leave policy set forth in the Employer's Employee Handbook (as that document is revised by the Employer in its sole discretion from time to time, as set forth above). At June 30 of each Contract Year, unused sick time of a regular full-time employee from that year will be transferred to a long-term sick bank for such employee, to a maximum balance of 20 days in such long term sick bank as of June 30 of each Contract Year. Sick days in the long term sick bank will be tracked separately from annual sick time. An employee may use

time from his/her long term sick bank if all of his or her paid leave time is exhausted and if he or she has a serious health condition, defined as: an incapacity that makes an employee unable to work for 5 or more consecutive work days, requires regular medical care and is certified in writing by a physician. Consistent with the Employer's Employee Handbook, upon termination of employment, an employee will not be paid for unused sick leave, whether in the long term sick bank or otherwise.

C. Vacation: Regular, full-time employees shall be eligible to receive paid vacation in accordance with the vacation policy set forth in the Employer's Employee Handbook. Vacations shall be scheduled at the convenience of the Employer, except that vacations for employees who request the same vacation period will be determined on the basis of Employee seniority. Vacation requests will generally be approved or denied within 2 weeks of submission, but may occasionally require an additional 5 days under special circumstances.

D. Flex Plan. The following is applicable only to employees who are not full time and who have worked for Employer at least 300 hours in a single July 1 – June 30 period ("Qualified Employees"). It is understood that all Level 3 and 4 Shooters are by definition Qualified Employees. Beginning July 1 that follows an employee becoming a Qualified Employee, the Employer shall make a contribution of \$10 to the "Entertainment Industry Flex Plan" for every 12 hours for which an employee is paid in each calendar month.

E. Severance Pay. A regular, full-time employee who is terminated by Employer for reason other than just cause shall be paid by the Employer upon such termination at such employee's then prevailing rate in the following amounts:

- 1) For such employees with fewer than five years of continuous employment, 2 weeks salary at the employee's then prevailing rate.
- 2) For employees with five or more years of continuous employment, one week's salary (at the employee's then prevailing rate) for each year of continuous employment with the Employer, up to a maximum of 10 weeks.

The foregoing shall not apply to probationary employees within the meaning of Article XII hereof, or to any employee discharged pursuant to Article V hereof. If an employee is re-hired after having received severance pay from the Employer, he or she shall not thereafter be paid any severance pay in respect of the period of employment preceding the date of re-hire.

F. Payroll Schedule: Payroll checks will be issued every other week

G. The Employer encourages full-time regular employees to participate in professional development activities that are relevant or necessary to their work. Such employees should identify professional development opportunities and request

approval from their supervisor. Employees are expected to seek ways to reduce the cost of professional development activities whenever possible. The Employer will review requests for professional development opportunities based on a variety of factors, including: availability of funds in the budget, cost of the training proposed, relevance and necessity for the job, length of employment, prior participation in training, and need to cover the workplace. The Employer will respond to employee requests within 30 days of the day of the request.

Requests for professional development may include opportunities to learn the use of equipment owned and used by BRIC. If this learning occurs on the job, the employee is not eligible for any pay differential. BRIC equipment used for professional development may not be used for outside projects.

An employee assigned to new equipment shall be given an adequate opportunity to adjust to his or her duties and shall receive individual training if necessary. A conscientious good-faith effort shall be made to provide employees with appropriate training by qualified instructors

## **Article X**

### **WORK ASSIGNMENTS/STAFFING**

The Employer shall have the right to determine the number of employees to be used for a particular assignment and nothing in this Agreement shall be construed as a staffing or manning requirement or requiring the Employer to fill a particular technical function or job. The Employer shall also have the right to determine whether any equipment or any technical area may operate or function, in whole or in part, unattended. Nothing shall preclude the assignment to and performance by employees of two or more functions or assignments, however, errors which are attributable to excessive workloads resulting from the performance of multiple functions shall be a mitigating factor considered by the Employer in any disciplinary action.

Employees who fill in for an absent co-worker in a job title different than their own for five consecutive work days will receive the difference in the two wage rates for the entire tenure of the assignment.

## **Article XI**

## **WORKING HOURS**

A. The regular working week for regular full-time employees shall be 40 hours. The regular working shift for employees in the classification of Master Control shall be eight (8) hours, except in the case of coverage and other emergent issues including, without limitation, the absence from work of other employees and technical difficulties. Nothing in this provision shall require the Employer to pay premium wages to employees for work performed in excess of eight (8) hours in a day, nor preclude the Employer from limiting or eliminating an employee's scheduled working hours in any week in which an employee works in excess of eight (8) hours in a day. A work schedule for employees in the classification of Master Control shall be posted at least 1-day in advance of the working week; if no schedule is posted, the preceding week's schedule shall remain in effect.

B. In the event the Employer provides a cameraperson who is scheduled for a camera shoot with less than 24 hours notice that such shoot has been cancelled, the cameraperson shall be paid a cancellation fee equal to 50% of the rate such cameraperson would have been paid if the shoot had occurred as scheduled (50% of the four hour minimum rate if the shoot was scheduled as a half-day, and 50% of the rate for eight hours if the shoot was scheduled as a full day). Notice shall be deemed given upon the placement of a telephone call to the cameraperson or the communication in person to that cameraperson of the cancellation.

C. The Employer will make good faith effort to notify staff of schedule changes 24 hours or longer in advance of the change; notice will be via email or text message.

## **Article XII**

### **PROBATIONARY PERIOD**

New employees shall be considered probationary employees for the first six (6) months of their employment. The Employer in its sole discretion may discipline or discharge a probationary employee at any time.

## **Article XIII**

### **PERFORMANCE REVIEWS**

The Employer shall make reasonable efforts to give regular, full-time employees written performance reviews approximately once per year. Employees shall receive a copy of their written performance reviews. In the event an employee disagrees with his performance review, he may submit a written response, which shall be made part

of his personnel file.

Any camera person who would like feedback on his or her work may request a meeting regarding assignments by email or letter to the Employer's Director of Community Media up to once in a calendar year. The Employer will arrange such a meeting within thirty (30) days of the request. Such a meeting shall be in person and attended by the camera person, the Employer's Director of Community Media and/or his or her designees if appropriate.

#### **Article XIV**

#### **DISCHARGE AND DISCIPLINE**

Employees are expected to be courteous and helpful to other employees and all other persons with whom they come in contact in the performance of their duties. All employees are expected to conduct themselves in a responsible manner while carrying out work assignments. All employees are expected to comply with the Employer's rules and regulations and standards of behavior and performance as they are in effect pursuant to the Employee Handbook. Rules and regulations and standards of behavior and performance encompass many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Employer's policies and procedures.

Maintaining discipline and order is a responsibility of the Employer. Accordingly, the Union recognizes the right of the Employer to take disciplinary action up to and including discharge. No employee shall be disciplined, up to and including discharge, after the completion of his probationary period, as provided in Article XII, "Probationary Period," except for just cause. Just cause shall include, but not be limited to, insubordination, disloyalty, use or possession of a controlled substance, violation of the Employer's rules and regulations or standards of behavior and performance/attendance, theft of Employer services, and false claims submitted to the Employer. Just cause shall be determined based on the Employer's reasonable judgment and its decision shall not be set aside unless its judgment shall be determined to have been arbitrary and capricious.

#### **Article XV**

#### **UNION BUSINESS**

One employee designated by the Union shall be permitted unpaid time off to attend to legitimate union business in an amount not to exceed one working day per calendar month, provided that such time off may be denied or cancelled by the Employer where the Employer reasonably determines that circumstances exist which preclude the absence of the designated employee. Such circumstances may include,

without limitation, lack of coverage. If the Union business is cancelled or rescheduled, the employee shall immediately call the Employer to report such occurrence and, at the Employer's request in its sole discretion, report promptly to work. The Union may change the designation of such employee effective the first calendar day of any month upon ten (10) days written notice to the Employer.

## **Article XVI**

### **NO DISCRIMINATION**

The Employer shall not discriminate against any employee by reason of past or future activity on his part in affairs of the Union. The Employer and the Union shall abide by applicable Federal, State and Local Laws which prohibit discrimination on the basis of marital status, national origin, age, race, creed, citizenship status, sex, color, disability, or sexual orientation, provided however that the administrative procedures set forth in such laws shall be the exclusive forum for the processing of, and determination of, any violation of such laws.

## **Article XVII**

### **NO STRIKE/NO LOCKOUT**

1. During the term of this Agreement neither the Union nor any individual employee(s) shall cause, sanction, threaten, or take part in any strike, picketing, sympathy strike, refusal to cross a picket line, walkout, slowdown or stoppage of work of any kind, or any other interference with the conduct of the Employer's business, provided that nothing in this Article shall require an individual to cross a picket line if s/he chooses not to do as a matter of conscience, provided that an employee shall not refuse to enter any site for which a reserved gate system has been effectuated. If the Union engages in such activities, the Employer, in addition to any other remedies, shall be entitled to immediate injunctive relief from a court of competent jurisdiction. During the term of this Agreement, the Employer shall not engage in a lockout. If the Employer engages in a lockout, the Union, in addition to any other remedies, shall be entitled to immediate injunctive relief from a court of competent jurisdiction.

2. If there is a picket line at the Employer's principal place of business and, upon arriving for work at the principal place of business, an individual refuses to cross the picket line as a matter of conscience, such individual will call the Employer's Director of Community Media , inform him/her of such decision, and remain in the local geographic area and ready to report to work for no less than three (3) hours after

such telephone call, if the Director of Community Media so requests. During such on-call period, the individual will ensure that s/he is reachable by telephone (including a cell phone, if available), and will report to work immediately upon being informed that the picketing has ceased or a reserved gate system has been effectuated.

## **Article XVIII**

### **ACCESS TO PREMISES**

Duly authorized representatives of the Union shall be admitted to the Employer's premises, currently located at 647 Fulton Street, Brooklyn, New York to confer with the Employer, to confer with the employees and for the purpose of verifying the performance of this Agreement, provided that they inform a designated representative of the Employer before arriving at the premises, and that they do not interfere with the work to be performed by employees or by other personnel who are not represented for collective bargaining purposes. The number of duly authorized representatives who shall have access to the premises at any time shall not exceed two. This provision shall likewise apply to any offsite work location where employees are working, assuming the Employer has the authority to grant the Union access to such offsite work location.

## **Article XIX**

### **BULLETIN BOARDS**

The Employer shall provide a bulletin board at its premises, currently located at 647 Fulton Street, Brooklyn, New York within the general office of the Community Media Center for the exclusive use of the Union provided the Union uses such board only for the posting of notices, such as social functions, meetings, elections, union appointments, or other material required for legitimate union business signed by a Union officer.

## **Article XX**

### **RESOLUTION OF DISPUTES**

Any and all grievances or disputes arising under the terms of this Agreement shall be settled by the Union and the Employer through discussions between a designated Union representative and a designated Employer representative. Should they be unable to reach agreement, the matter may be submitted at the request of either the Union or the Employer for final and binding arbitration under the rules and



regulations of the American Arbitration Association. The cost of the arbitration shall be shared equally by the Employer and the Union. Any grievance or dispute not submitted to arbitration within sixty (60) days of the day the dispute arose shall be permanently barred.

## **Article XXI**

### **NOTICES TO UNION**

1. The Employer shall give notice to the Union of job openings in the classifications covered by this Agreement by e-mail to a designated Local Union official.
2. The Employer shall, within ten (10) business days from the date of hire, notify the Local Union, in writing, of the name, position, salary and date of hire of any new bargaining unit employee.

## **Article XXII**

### **MISCELLANEOUS**

1. The Employer shall comply with applicable government statutes, regulations, codes and rules concerning employee safety.
2. No employee shall be required to use his/her vehicle for Employer business. If at the request of the Employer an employee uses his/her vehicle for Employer business, the employee will be reimbursed at the applicable rate set forth in the Internal Revenue Code.
3. In the event the Employer grants an employee permission to attend a job training class provided by the Employer or another institution or affiliate, the Employer shall not request or demand that such employee absent him- or herself from such class to work on any Employer-related assignment.

## **Article XXIII**

### **SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provision to any person or circumstances is ruled an unfair labor practice, or in any way contrary to law, by

any federal or state court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

#### **Article XXIV**

#### **COMPLETE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supercedes any and all prior agreements or understandings between the parties with respect to such subject matter. Except as otherwise expressly provided herein, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either, or all, of the parties at the time that they negotiated or signed this Agreement.


#### **Article XXV**

#### **TERM OF AGREEMENT**

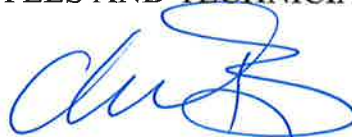
This Agreement shall become effective as of July 1, 2016 and shall remain in full force and effect through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.


BRIC ARTS | MEDIA | BKLYN, INC., solely in its capacity as the community access organization for the Borough of Brooklyn

BY:   
Leslie Schultz  
TITLE: President

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-CWA, AFL-CIO

BY:  12.1.17  
CHARLES BRAIRO  
TITLE: PRESIDENT, NABET-CWA

LOCAL 11, NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-CWA, AFL-CIO

BY:   
LOUIS MARINARO  
TITLE: President