

Memorandum of Agreement

WHEREAS, BronxNet (hereinafter referred to as the "Employer" and National Association of Broadcast Employees and Technicians, Communication Workers of America Local Union 11 (hereinafter referred to as the "Union") are parties to a Collective Bargaining Agreement dated September 25, 2008 which by its terms expired on September 24, 2013, and which terms were further renewed and extended in a Memorandum of Agreement, effective September 25, 2013 to September 24, 2018; and

WHEREAS, the parties have reached agreement on the terms of such renewal and extensions, and desire to incorporate the terms in this written Memorandum of Agreement.

NOW THEREFORE, it is agreed:

1. The Collective Bargaining Agreement ("Agreement") between the parties is renewed and extended, effective September 25, 2018 through October 1, 2022 and is incorporated herein by reference. The Agreement shall remain in full force and effect except as modified in this Memorandum.
2. The provisions of the Agreement that are modified, added and/or deleted are attached hereto as Appendix "A" and made part of this Memorandum of Agreement.
3. The parties agree that the terms of this Memorandum modifying the existing agreement will be incorporated into a revised complete Collective Bargaining Agreement to be executed by the parties. The parties agree to make their best efforts of drafting a formal Collective Bargaining Agreement by no later than August 1, 2019. Pending completion of the full revised Agreement, this Memorandum and the underlying contract shall be a valid and binding Collective Bargaining Agreement between the parties.
4. This Memorandum is subject to ratification by the Members of the Union in the bargaining unit and the Board of Directors of BronxNet.
5. All proposals and demands not included herein made by the parties during negotiations shall be safe harbored and will not be utilized by either party should a dispute arise in the future regarding issues involving such proposals or demands.

Dated: May 28, 2019

BronxNet

By: POA 6/14/19

Local Union 11,

N.A.B.E.T. President

By: AMK 6/13/19

N.A.B.E.T. Sector President

By: CB 6/13/19

## Appendix A

1. TERM: September 25, 2018 through October 1, 2022.
2. Insert the following language under Article XXVIII:

Safety: Section 28.4:

BronxNet and the Union will conduct an annual safety meeting on a convenient date and time to discuss issues regarding workplace safety. BronxNet agrees to meet with the Union to discuss urgent safety or workload concerns upon the Union's request.

3. **JOB CLASSIFICATIONS** – Replace current description with the following:

(1) Employees in the bargaining unit will occupy the following job classifications:

**(A) MASTER CONTROL OPERATORS**

The term "Master Control Operator" applies to any employee in the Unit whose duties include, but are not limited to:

- i. Operates master control equipment and automation system to ensure seamless playback of pre-scheduled programming. Counts in and out for productions and live shows.
- ii. Monitors the audio and visual quality of programs, maintaining master control log to confirm playout of correct programming.
- iii. Should technical problems arise that are outside the capabilities or jurisdiction of the master control operator, then the IT/Engineering Department shall be contacted for assistance.
- iv. The above is a general description of what an employee classified as a Master Control Operator shall be asked to perform. A Master Control Operator may be assigned to one or more of each of these duties in a given day and is expected to perform the duties assigned to the employee.

**(B) FACILITIES' COORDINATORS**

The term "Facilities Coordinator" applies to any employee in the Unit whose principle duties include, but are not limited to:

- i. The preparation and dispensing of audio/video equipment, including logging the equipment using Webcheckout (or other similar programs as directed by the Employer);
- ii. Providing of technical assistance to access-producers and employers of BronxNet;
- iii. Assisting in post-production using designated computer programs;

- iv. Maintaining and troubleshooting issues with studio equipment; and
- v. Educating Access Producers on how to properly utilize BronxNet equipment.
- vi. The above is a general description of what an employee classified as a master control operator shall be asked to perform. A Facilities Coordinator may be assigned to one or more of each of these duties in a given day and is expected to perform the duties assigned to the employee.

**(C) PROGRAMING ASSISTANTS**

The term "Programming Assistants" applies to any employee in the Unit whose principal duties include all of the following:

- i. Quality control and schedule public access and BronxNet-produced programs submitted to the Programming Department for broadcast.
- ii. Assist community producers in answering program-related questions and problems.
- iii. The above is a general description of what an employee classified as a Master Control Operator shall be asked to perform. A Programming Assistant may be assigned to one or more of each of these duties in a given day and is expected to perform the duties assigned to the employee.

(2) The list of responsibilities for each of the above classifications is not all inclusive. The nature of the work of a Master Control Operator and Program Assistant are similar and interchangeable and have been shared between employees. Employees are expected to be able to perform each of the positions above. The Employer shall remain vested with the full and exclusive control of managing employees including assigning employees to perform either or both jobs and perform the duties included within each classification. From time to time, the Employer has the right to require employees performing in one job classification to cover and perform the job duties of the other job classification.

(3) BronxNet will notify the union of any material changes or additions to job classifications.

**4. ARTICLE XXXII - Modify the wage scales as follows:**

- 1. Each employee shall be paid the following applicable minimum hourly rate of pay based upon his or her job classification:

Job Classification	Ratification	6/1/2020	6/1/2021	6/1/2022
Master Control	\$16.00	\$16.25	\$16.50	\$16.75
Programming Assistant	\$16.00	\$16.25	\$16.50	\$16.75

Facilities Coordinator	\$16.00	\$16.25	\$16.50	\$16.75
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2. Bargaining unit employees on the first payroll period after ratification shall receive a wage increase on their base rate according to the following schedule:

1 <sup>st</sup> day of the first pay period following ratification date	5% or \$16.00 whichever is greater
6/1/2020	3%
6/1/2021	3%
6/1/2022	2%

The Union waives all back pay from the time of expiration to ratification.

5. MEDICAL:

i. Current medical co-contributions are \$13.81, \$18.95, \$27.65 per bi-weekly pay period. The Employer shall have the right in each calendar year to raise the contribution by \$5.00 per bi-weekly pay period per year. If the Employer elects not to exercise its option in a calendar year, the \$5.00 bi-weekly pay contribution in anyone year, the increase shall roll to the next calendar year. The max bi-weekly pay increase over the life of the agreement shall be an additional \$15.00 a bi-weekly pay per month. Should the Employer exercise this option in any calendar year, the Employer shall give notice to the Union 30 days in advance. Increases cannot exceed increases for non-bargaining unit employees, nor can the Union's co-contribution exceed that of non-union employees.

ii. The parties agree to remove references to optical benefits.

Dated: May 28, 2019

BronxNet

By: RRIO 6/14/19

Local Union 11,  
N.A.B.E.T. President

By: LIR 6/13/19

N.A.B.E.T. Sector President

By: [Signature] 6/13/19