

AGREEMENT BETWEEN  
NABET-CWA, AFL-CIO  
and  
PBS TECHNICIANS  
JULY 1, 2019– JUNE 30, 2022

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This Agreement is made and entered into this \_\_\_ day of June 2019 by and between the Public Broadcasting Service, party of the first part and hereinafter called "PBS," the "Employer," or the "Company," and National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, party of the second part and hereinafter called "NABET" or the "Union."

#### **WITNESSETH:**

The Employer and the Union have a common mutual interest in the concept of public television broadcasting. It is recognized that PBS is a nonprofit organization dedicated to high quality and broadcast professionalism. In recognition of those particular problems attendant to a public television operation, the provisions of this Agreement represent a mutual effort to address these problems in a manner consistent with the parties' commitment to public television broadcasting. Both parties recognize the benefits to be realized from harmonious relations between them and the advantage of peaceful adjustment of any differences.

#### **COMMITMENTS OF THE PARTIES**

The Company and the Union are aware that PBS has unique opportunities in the field of broadcasting. However, those opportunities will only be realized if PBS, together with its employees, can provide high quality, cost-effective services. PBS and the Union will work to achieve these goals. Towards that end, the Union and the employees it represents are committed with PBS to team building, participative management and other programs that will help to improve quality, flexibility and efficiency. PBS also recognizes that involvement of the Union will help it to achieve these goals. Accordingly, PBS will meet with the Union in periodic Joint Conferences to allow both parties to discuss the issues that affect them. These conferences will not be for the purpose of collective bargaining, but to further joint efforts in establishing a work environment and relationship characterized by mutual trust and joint cooperation.

It is recognized that the Commitments Of The Parties set forth above, neither add to nor subtract from the obligations set forth in all other provisions of this Agreement. Accordingly, they may not be cited to create such obligations.

#### **ARTICLE I: UNION RECOGNITION**

Section 1.01. Bargaining Unit: Pursuant to the certification of the National Labor Relations Board in Case No. 5-RC-11263, the Company recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and all other terms and conditions of employment for the following unit of employees, to wit:

All full-time and regular part-time technicians and technical center managers employed by the Company at its Metropolitan

Washington, D.C. facilities, including its facilities in Bren Mar and Alexandria, Virginia, but excluding all other employees, professional employees, guards and supervisors as defined in the Act.

PBS currently has a number of job positions entitled "Supervisors." The parties recognize that they are not supervisors within the meaning of the National Labor Relations Act and are therefore in the bargaining unit.

Section 1.02. Records of Earnings: The Company will furnish to each employee a breakdown of his/her time and a cumulative earnings report for each pay period in the form and manner of the Company's practice, but providing no less information than currently provided.

Section 1.03. Check-off:

(a) Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's paycheck the initiation fee and dues payable by him/her to the Union during the period provided for in said authorization. The amount of the Union initiation fee and dues shall not be unreasonable where reasonableness is required by law.

(b) Deductions shall be made on account of initiation fees from the first paycheck of the employee after receipt of the authorization. Deductions shall be made on account of Union dues from the first paycheck of the employee after receipt of the authorization and on each pay period thereafter. Deductions of Union dues shall not be made from severance pay.

(c) Deductions provided for in the preceding paragraph shall be remitted to the International Office of the Union no later than the fifteenth (15th) day of the month following the deductions and shall include all deductions made in the previous month. The Company shall furnish the Union monthly with a record of those for whom deductions have been made and the amount of the deductions.

(d) Check-Off Authorization Form: The parties agree that the check-off authorizations shall be in the following form:

Name: \_\_\_\_\_  
Dept: \_\_\_\_\_

I hereby authorize the Public Broadcasting Service to deduct from my wages a sum equal to one and two-thirds percent (1-2/3%) of my total earnings for the previous period including all overtime and penalty payments on account of membership dues in NABET. 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). The sums thus to be

deducted are hereby assigned by me to NABET and are to be remitted by the Company to the 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 Public Broadcasting Service and NABET, 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 thirty (30) 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 thirty (30) day period.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(e) The Union shall indemnify PBS and hold it harmless against any and all liabilities that it may incur as a result of its acting in accordance with this Article.

Section 1.04. Employee Orientation: During new employee orientation scheduled by PBS, all new bargaining unit employees shall be informed of the Union's role as exclusive bargaining representative, of their right to join or not to join the Union, and of the Union's duty under law to represent bargaining unit employees, whether they join the Union or not. New bargaining unit employees will also be provided the name and contact information of the employee serving as the shop steward at the time of their hire. Within twenty-four (24) hours of the employee's orientation, PBS shall provide the employee with a copy of the collective bargaining agreement.

## **ARTICLE II: SENIORITY AND TRANSFERS**

Section 2.01. Seniority: There are two categories of seniority:

Total Company Seniority  
Bargaining Unit Seniority

"Total Company Seniority" is measured by the length of an employee's continuous employment with PBS and governs severance pay, length of vacation and eligibility for the Company's retirement plan.

"Bargaining Unit Seniority" is measured by the length of an employee's continuous employment as a Technician and governs layoffs and recall as set forth in Section 14.02 and vacation selection and shift preference within each Technical Area involved. "Bargaining Unit Seniority" shall be "grandfathered" for all Technicians employed in the bargaining unit as of

November 17, 1981 and shall include all previous service in all Technical Areas covered by this Agreement whether or not such service was continuous so long as the Technician was continuously employed by PBS.

Seniority computation for regular part-time employees shall, for all purposes, be prorated in the percentage their average weekly work hours bear to forty (40).

For the purposes of this Article "continuous employment" is based on the date and hour on which the employee began to work after last being hired, less deductions for long-term leaves of absence, but plus time lost when an employee is on short or long term disability; and plus any time spent in the Armed Forces of the U.S.A. or in the National Guard of the State.

All seniority dates are from the first day an employee actually starts work. In the event that more than one employee begins work on the same date and hour, lots shall be drawn in the presence of the employees affected, a Local Union officer, and a Company representative no later than one (1) week after such commencement of work for the purpose of determining relative seniority of the employees involved.

The current Technical Areas are:

Network Operations Center

Media Operations Center (comprised of the ingest and technical evaluation functions)

Edit Unit

Technical Maintenance Center-MOC

Technical Maintenance Center-NOC (comprised of the NOC maintenance, satellite operations, and satellite maintenance functions)

Technicians working in the Edit Unit shall be further categorized as Editor – Level 1, Editor – Level 2, or Senior Editor – Level 3, based on their skill level and experience. Each Editor category shall have its own job description. Effective July 1, 2019, the minimum annual base salary for Level 1 editors shall be \$79,500.00; the minimum annual base salary for Level 2 editors shall be \$87,500.00; and the minimum annual base salary for Level 3 editors shall be \$96,000.00; provided, however, that the annual wage increase scheduled to take effect on July 1, 2019 (as set forth in Section 3.01 below) shall be incorporated into an editor's base salary in order to determine whether such editor has reached the minimums set forth herein, and if such wage increase does not bring the editor's salary to the minimums set forth herein, that editor's salary will be adjusted to reach the applicable minimum effective July 1, 2019; and provided further that if an editor advances from one level to the next, such editor shall be guaranteed either the minimum annual base salary for that editor level or a 7.5% increase in annual base salary, whichever is greater. For Level 1 and Level 2 editors, PBS shall consider whether an editor should be promoted to the next higher level during each performance evaluation provided for under Section 3.01. In addition, a Level 1 or Level 2 editor may request that PBS consider him/her for promotion to the next higher

level at any other time, and PBS shall respond to any such request without unreasonable delay. PBS shall have sole discretion to determine into which level each editor shall be placed, and such decisions shall not be subject to the procedures set forth in Article XI.

(a) Seniority Accrual While on Leave of Absence: Seniority in either of the two seniority categories does not accrue while an employee is on unpaid (i.e., not using accrued vacation leave) long-term leave of absence (longer than thirty (30) calendar days). If the employee returns to the bargaining unit at the end of the leave, his/her seniority resumes where it left off at the beginning of the leave in both seniority categories.

(b) Seniority When Working Outside of the Bargaining Unit: If an employee is transferred or promoted to a position outside of the bargaining unit, his/her Bargaining Unit Seniority shall be frozen from the date the employee leaves the unit. Seniority shall resume upon return to the unit regardless of the time out of the unit.

The parties recognize that as of the date of the signing of this Agreement, there are employees presently employed by PBS in non-bargaining unit positions whose continuous employment with the Company includes time in a bargaining unit position. Should any of those individuals remain continuously employed and return to the bargaining unit, his/her Bargaining Unit Seniority shall be computed by taking his/her previous time in the bargaining unit and subtracting double the time spent in the non-bargaining unit position.

(c) Seniority Accrual for Probationary Employees: Employees new to the bargaining unit do not accrue seniority during the probationary period. At the end of such period, seniority shall accrue retroactively from the date of hire or rehire.

(d) Posting Seniority Lists: The Company will prepare and post in hard copy or electronically a separate seniority list for each category of seniority at least quarterly. The Union will also be provided with a paper or electronic copy of each list. Each list will show the names of all employees and date of last hire. Each list shall be placed on the bulletin board, or made available to the bargaining unit electronically, for a period of thirty (30) calendar days, during which period of time it shall be the obligation of each employee and the Union to notify PBS in writing of any errors on each list, and PBS shall have thirty (30) calendar days in which to correct errors. The lists shall thereafter be used for the purpose of determining seniority, and PBS shall furnish a paper or electronic copy to the Union. If at any time following the expiration of the first thirty (30) day period an error is found in the list, such error will be corrected when brought to the Company's attention. It is specifically agreed that such correction shall apply from the date on which the error is corrected and prospectively thereafter only (e.g., such correction shall not apply for vacation and shift pick purposes until the next applicable round of picks); and the Company will not be liable for any action it takes based on the list in effect at the time of the action.

Section 2.02. Transfers and Promotions: A "transfer" is defined as a lateral change of an employee to a different position in the same salary grade without a salary adjustment. A

"promotion" is defined as a Company advancement of an employee to a different, more responsible position with a salary adjustment.

PBS may, in its sole discretion, elect to transfer employees from one Technical Area to another if it determines that the workload or other considerations (e.g., broadening the base of skills, avoiding layoffs, avoiding discharge of an employee unsatisfactorily performing in a particular Technical Area, operating more efficiently, etc.) favor transfer. Transfers from one Technical Area to another, shall, where practical, be preceded by at least two weeks' written notice to the affected employee with a copy to the Union. The current Technical Areas are:

Network Operations Center  
Media Operations Center (comprised of the ingest and technical evaluation functions)  
Edit Unit  
Technical Maintenance Center-MOC  
Technical Maintenance Center-NOC (comprised of the NOC maintenance, satellite operations, and satellite maintenance functions)

(a) An employee transferred from one Technical Area to another will retain his/her Total Company Seniority and Bargaining Unit Seniority.

(b) Employees covered by this Agreement who are qualified to fill bargaining unit position vacancies shall be given preference in the filling of those vacancies so long as this preference does not conflict with any requirements PBS may have through an applicable anti-discrimination law or by reason of a lawful affirmative action program to which PBS is subject by reason of federal, state or local law, regulation, executive order or judicial decision.

(c) If an employee transfers at the request of management, the employee transferred to a different Technical Area will be permitted to take vacation at the time he/she originally selected for that year, and such vacation shall not affect any other employee's vacation choice within that Technical Area.

(d) An employee transferring from one Technical Area to another at his/her own request may have to change vacation time to that which is available in the Technical Area to which the transfer is made, if a vacation time is not available at the time originally selected for that year. He/she shall not have the right to bump an employee who has already selected his/her vacation.

(e) While PBS may encourage transfers outside the bargaining unit and promotion inside or outside the bargaining unit, no employee may be transferred outside of the bargaining unit or promoted either inside or outside the bargaining unit without that employee's consent.

(f) The Company will give at least ten (10) days notice to an employee (with a copy to the Union) in advance of transferring him/her from one technical area to another or to any other transfer where the transfer will require him/her to work a schedule different from that of his/her then current shift.

(g) Before transferring a technician to a vacant position, PBS shall post in hard copy or electronically a notice of the vacancy so that technicians may apply for the vacant position. The posting shall be for a minimum of five days before the position is filled. Thereafter, PBS may fill the position. The decision as to which individual to hire into the vacant position shall be PBS's sole determination and shall not be subject to the grievance/arbitration provisions of this Agreement. The individual selected for the position need not have applied through the posting procedure above.

Should the Company create any new technical area within the jurisdiction of the bargaining unit, the Company shall meet with the Union and develop mutually acceptable terms and conditions covering any such new technical area.

### **ARTICLE III: WAGES**

Section 3.01. Technicians – Salaries: Effective July 1, 2019, the minimum annual base salary for Technicians shall be \$74,500.00, and the minimum annual base salary for Supervisors shall be \$100,500.00; provided, however, that for any individuals employed as of the date of ratification of this Agreement, the annual wage increase scheduled to take effect on July 1, 2019 (as set forth below) shall be incorporated into an employee's base salary in order to determine whether such employee has reached the minimums set forth herein, and if such wage increase does not bring the employee's salary to the applicable minimums set forth herein, that employee's salary will be adjusted to reach the applicable minimums effective July 1, 2019.

Effective July 1, 2019, all Technicians on the payroll on that date shall receive a 2.75% increase in their annual base salary (excluding all differentials).

Effective July 1, 2020, all Technicians on the payroll on that date shall receive a 2.75% increase in their annual base salary (excluding all differentials).

Effective July 1, 2021, all Technicians on the payroll on that date shall receive a 2.5% increase in their annual base salary (excluding all differentials).

Each Technician and Supervisor rated "Strong Performer" in his or her annual performance evaluation in any of the three contract years of this Agreement (the contract years being July 1, 2019 – June 30, 2020; July 1, 2020 – June 30, 2021; and July 1, 2021 – June 30, 2022) shall receive an additional \$600 merit bonus, which shall not go into that Technician's base salary, except as otherwise set forth below.

Each Technician and Supervisor rated "High Performer" in his or her annual performance evaluation in any of the three contract years of this Agreement (the contract years being July 1, 2019 – June 30, 2020; July 1, 2020 – June 30, 2021; and July 1, 2021 – June 30, 2022) shall receive an additional \$1,300 merit bonus, which shall not go into that Technician's base salary, except as otherwise set forth below.

Each Technician and Supervisor rated "Top Performer" in his or her annual performance evaluation in any of the three contract years of this Agreement (the contract years being July 1, 2019 – June 30, 2020; July 1, 2020 – June 30, 2021; and July 1, 2021 – June 30, 2022) shall receive an additional \$1,800 merit bonus, which shall not go into that Technician's base salary, except as otherwise set forth below.

In addition, for any Technician employed as of July 1, 2019 whose annual base salary as of July 1, 2019 is less than \$85,000 (and for Editors, whose annual base salary is less than the minimum base salary of the next highest Editor level) after the July 1, 2019 wage increase has taken effect, any merit award such employee may receive for each contract year of the Agreement (i.e., for the years July 1, 2019 – June 30, 2020, July 1, 2020 – June 30, 2021, and July 1, 2021 – June 30, 2022) shall be rolled into the employee's base salary until the employee's base salary reaches \$85,000 (or for Editors, the annual base salary of the next highest Editor level). If the employee's base salary reaches these levels prior to the payment of any merit award for any of the contract years of the Agreement, any merit award paid following the time that the base salary reaches \$85,000 (or for Editors, the annual base salary of the next highest Editor level) shall be a lump-sum bonus and shall not go into the employee's base salary.

No Technician or Supervisor shall be eligible for a merit bonus if he or she has not worked within the bargaining unit at least eight (8) months during the evaluation period or if he or she is not employed by PBS at the time that such bonuses are paid.

In addition to the above, if this Agreement is ratified no later than June 30, 2019, each employee shall receive a lump sum bonus of \$1,000, which shall not go into that employee's base salary. The ratification bonus shall be paid to the employees in the first paycheck following the ratification date.

Evaluation Process: The evaluation process utilized shall be as follows: Each Technical Area Manager shall first complete a performance evaluation for each Technician and Supervisor with a recommended rating. These evaluations will then be reviewed by a committee consisting of PBS Vice President(s) responsible for the Technical Areas and four (4) bargaining unit employees, who may be Technicians or Supervisors and who are selected by the Union (the "Evaluation Review Committee"). Prior to the time that the Evaluation Review Committee meets to discuss evaluations, the Union shall emphasize to the bargaining unit members of the Evaluation Review Committee the importance of maintaining the confidentiality of the review process, and shall direct the Evaluation Review Committee members not to disclose to any non-Evaluation Review Committee member any information discussed or shared during the Evaluation Review Committee



meeting, including but not limited to the ratings recommended by management and the recommended ratings provided by the Evaluation Review Committee, nor to disclose to each Evaluation Review Committee member the recommended rating for that member. The Evaluation Review Committee will then make its recommended rating; provided, however, that when the evaluation for an employee on the Evaluation Review Committee is being discussed, such employee shall recuse himself/herself from the discussion and shall not be informed of the rating recommended by the Technical Area Manager or the rest of the Evaluation Review Committee. Final decisions will be made by the Senior Vice President(s) responsible for the Technical Areas and shall not be arbitrable. No less than forty percent (40%) of bargaining unit employees shall receive "High Performer" or "Top Performer" evaluations in each evaluation year. After the evaluation process each year, the Union will receive written notice of the number of employees who received a "High Performer" evaluation and the number of employees who received a "Top Performer" evaluation, as well as the percentage of employees who received "High Performer" or "Top Performer" evaluations.

Recognizing that the evaluation process described in the preceding paragraph has been in place for a significant amount of time, the parties agree to engage in a one-time review to ensure that the procedures for implementing the evaluation process are operating efficiently and effectively. The parties agree to the creation of a review committee, comprised of two people appointed by PBS and two people appointed by the Union. The review committee shall conduct a thorough review of the procedures utilized during the evaluation process. The review committee shall complete its review and submit a written report with its findings and recommendations to both PBS and the Union on or before the expiration of this collective bargaining agreement. Where the review committee's findings or recommendations are unanimous, the parties shall discuss the implementation of such findings or recommendations. If the parties agree to implement the findings and/or recommendations of the review committee, such implementation may not be made the subject of a grievance by an employee or the Union. Where the review committee's findings or recommendations are not unanimous, then the parties may bargain over the non-unanimous findings or recommendations during the course of bargaining for a successor collective bargaining agreement. In addition, nothing in this paragraph shall require PBS to bargain with the Union regarding the form, content, and structure of the performance evaluation itself, or any other element of the performance evaluation process not described in the preceding paragraph.

Additional Wage Increases and Bonuses: PBS shall have the right to grant Technicians additional wage increases and bonuses at its sole discretion. Bonuses awarded under this Section 3.01 shall not constitute increases in the Technician's base rate of pay.

Section 3.02. Temporary Upgrades: Effective the date of ratification of this Agreement, an employee who is temporarily performing work as a Supervisor shall receive an additional flat rate of \$185 (less deductions required by law) for that shift regardless of whether that employee works an entire tour or only a partial tour as a Supervisor. If a Supervisor is temporarily filling a normally lower-paying position, he/she shall continue to be paid at his/her usual rate of pay.

If a Supervisor, or employee temporarily performing work as a Supervisor under this Section, is required to perform the duties of a Technician in addition to his/her Supervisor duties as a result of: (1) the absence of a Technician for a scheduled shift, and (2) the absence of any other employees on site who are able to fill in for the absent Technician, then so long as the requirements of this paragraph are satisfied, the Supervisor or person acting as a Supervisor shall be paid at the rate of time and one-half for the time that he/she is performing his/her Supervisor duties and the duties of the absent Technician, payable in quarter (1/4) hour segments. In order to receive such pay, the Supervisor or person acting as a Supervisor must contact his/her manager at the time that the Technician is absent to explain the situation. If the manager is reached and approves the Supervisor performing the Technician's duties, the Supervisor shall be paid as described above until a Technician arrives at work or the manager tells the Supervisor to stop performing such duties, whichever occurs first. If the manager is not reached, the Supervisor shall leave a message for the manager (by email, voice mail, or text) indicating that he/she is covering the duties of the absent Technician, and the Supervisor shall be paid as described above until a Technician arrives at work or the manager contacts the Supervisor to tell him/her to stop performing such duties, whichever occurs first.

When Supervisors must absent themselves from their work area, they are authorized to upgrade a Technician to Supervisor during the period of such absence, consistent with guidelines established by PBS.

PBS is not required to upgrade an employee's pay if he/she is performing work as a Supervisor for training purposes only and has a Supervisor paralleled with him/her.

No employee may be assigned to work as a Supervisor without his/her consent.

In no event shall a temporary upgrade be used in lieu of filling a regular full-time position. However, this provision shall not prohibit the Company from using temporary upgrades to fill a position vacated by an employee on leave, nor shall the Company be prohibited from using temporary upgrades while in the process of filling positions that have become vacated or ascertaining whether a position needs to be filled. Such ascertainment shall take no longer than thirty (30) days.

Section 3.03 Shift Differential: For the hours worked between 12:00 midnight and 7:00 a.m., employees will receive, in addition to all other compensation, an amount equal to fifteen percent (15%) of the individual employee's straight time base rate for all hours worked during this time period payable in quarter (1/4) hour segments.

Section 3.04. Part- Time Employees: Regular part-time and Standby Employees (as defined in Section 4.06) hired at a particular level in the salary range shall receive the hourly "straight time base rate" for the level for all hours worked. The hourly "straight time base rate" is equal to the employee's annual salary rate divided by 2080 hours (52 weeks x 40 hours).

Section 3.05. Direct Deposit: Any Technicians hired after the date of ratification of this Agreement shall be required to have their compensation deposited directly into a bank account of their choosing. PBS shall provide such Technicians with the appropriate paperwork outlining the direct deposit arrangement, in accordance with applicable state law.

#### **ARTICLE IV: HOURS, OVERTIME, AND WORKING CONDITIONS**

Section 4.01. Work Day: The work day shall consist of:

- (a) A shift of eight (8) hours, which shall be consecutive and shall include a paid one (1) hour meal period, when five (5) days per week are worked; or
- (b) A shift of ten (10) hours, which shall be consecutive and shall include a paid one (1) hour meal period, when four (4) days per week are worked.

The calendar day on which an employee's regularly scheduled shift commences shall be considered the work day, whether the shift is contiguous to other working hours or otherwise. All other hours worked shall be attributed to the calendar day on which they fall, as set forth in Section 4.03(a).

The Company shall assign each full-time employee to a regular schedule of work days of eight (8) hours or ten (10) hours pursuant to Section 4.02.

Section 4.02. Work Week:

- (a) The work week shall consist of forty (40) hours:
  - (1) within five (5) work days of eight (8) hours per day with two (2) scheduled consecutive days off; or
  - (2) within four (4) work days of ten (10) hours per day with three (3) scheduled days off, two (2) of which shall be consecutive and the third to be consecutive if the Company determines that it can so schedule practically.
  - (3) Saturday and Sunday off in any given payroll week will be considered consecutive days off.

(b) The Company shall assign in accordance with Section 4.08 each employee to a regular schedule of work weeks of five (5) eight (8) hour days or four (4) ten (10) hour days in accordance with the following:

- (1) In the Network Operations Center, the Company may schedule up to five (5) five (5) day, eight (8) hour work weeks. At least three (3) of the five (5) day work weeks shall have Saturday and Sunday off, and the remaining five (5) day work weeks shall have two (2) consecutive days off, which need not be Saturday or Sunday.

(2) For employees in the Technical Maintenance Center-NOC who are performing maintenance functions, the Company can, at its discretion, schedule four (4) day, ten (10) hour work weeks or five (5) day, eight (8) hour work weeks. If PBS utilizes five (5) day, eight (8) hour work weeks for such maintenance employees, such work weeks shall have at least one weekend day off.

Employees in the Technical Maintenance Center-NOC who are performing satellite operations functions shall have work weeks of four (4) ten (10) hour days with three (3) consecutive days off. However, where in the reasonable exercise of its business judgment, PBS determines that the workload requires a change, PBS may change the work weeks of one or more of its technicians performing satellite operations functions to five (5) day, eight (8) hour work weeks with two (2) consecutive days off.

(3) In the Technical Maintenance Center-MOC, the Company can, at its discretion, schedule four (4) day, ten (10) hour work weeks or five (5) day, eight (8) hour work weeks. If PBS utilizes five (5) day, eight (8) hour work weeks, such work weeks shall have at least one weekend day off.

(4) In the Media Operations Center and the Edit Unit, the Company can schedule either four (4) day, ten (10) hour shifts or five (5) day, eight (8) hour shifts at the discretion of PBS.

(5) Additionally, when a new Technician is hired into any Technical Area, the work week represented by that employee, at the discretion of PBS, may be either a four (4) day, ten (10) hour shift or a five (5) day, eight (8) hour shift with two (2) consecutive days off, which need not be Saturday or Sunday.

(6) PBS and any Technician may mutually agree to a five (5) day, eight (8) hour work week or a four (4) day, ten (10) hour work week as set forth in Section 4.02(a).

Where applicable, employees will be notified of a change in the number of four (4) day, ten (10) hour shifts and five (5) day, eight (8) hour shifts through the shift pick.

(c) The work week shall commence for each employee at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday. Regularly scheduled shifts beginning before and extending beyond 12:00 midnight Saturday will be considered to be completely in the first payroll week.

#### Section 4.03. Overtime:

(a) Any hours worked in excess of eight (8) for employees assigned to an eight (8) hour work day or in excess of ten (10) hours for employees assigned to a ten (10) hour work day or in excess of forty (40) hours in one (1) work week shall be considered as overtime and shall be paid at one and one half (1-1/2) times the employee's regular hourly straight time base rate in quarter (1/4) hour segments. The work day commences with the start of the regularly scheduled shift and no overtime shall be paid for this regularly scheduled eight (8) or ten (10) hours, except

as set forth in paragraph 4.03(c) below. Overtime shall be paid in addition to all of the differential, reduced rest, and holiday pay. There shall be no duplication or pyramiding in the computation of overtime and other premium wages.

All overtime and other premium wages shall be computed on the individual employee's hourly straight time base rate. In computing overtime, all hours worked will be attributed to the calendar day on which they fall, whether the hours are contiguous to other hours worked or otherwise, unless the hours in question constitute an employee's regularly scheduled shift which begins on one day and ends on the next. In the latter situation, all hours worked on that shift will be considered as having been worked in the work day on which the shift began, pursuant to Section 4.01. For example, if an employee is regularly scheduled to work from 6:00 p.m. on Day 1 until 4:00 a.m. on Day 2 and is called into work early on Day 1 beginning at 3 :00 p.m., all hours worked would be attributed to Day 1. If that same employee continues to work until 8:00 a.m. on Day 2, the hours worked from 3.00 p.m. on Day 1 until 4:00 a.m. on Day 2 would be attributed to Day 1, and the hours worked from 4:00 a.m. until 8:00 a.m. on Day 2 would be attributed to Day 2. Similarly, if an employee is scheduled to work from 6:00 a.m. until 4:00 p.m. on Day 1, but continues to work until 2:00 a.m. on Day 2, the hours worked from 6:00 a.m. until 12:00 midnight on Day 1 would be attributed to Day 1, and the hours worked from 12:00 midnight until 2:00 a.m. on Day 2 would be attributed to Day 2.

Overtime shall not be paid if it results from a shift swap, except as required by law. Hours lost while an employee is on sick leave and any other approved paid leave shall be considered hours worked.

(b) Noncontiguous Hours: Employees who work hours which are noncontiguous to their regularly scheduled shift, shall be paid a minimum of four (4) hours at overtime rates. This Section shall apply where the noncontiguous hours are scheduled in advance or where the employee is unexpectedly called in to work. This Subsection does not apply to employees who work the noncontiguous hours on their day off or who are contacted by PBS via telephone, email, text, or otherwise. Employees responding telephonically to such inquiries will be paid for actual hours worked in quarter (1/4) hour segments at the appropriate overtime rate.

(c) Continuous Shifts: Employees who finish their regularly scheduled shift, and then work continuously to and into their next regularly scheduled shift, shall be paid at the overtime rate for that second regularly scheduled shift and for the hours between the first regularly scheduled shift and the second regularly scheduled shift. The Company shall not be required to pay additional straight time hours or the second regularly scheduled shift.

(d) Overtime on a Day Off: An employee who works on a scheduled day off shall receive a minimum of four (4) hours of work unless the overtime is the continuation of work that began on the previous calendar day. Overtime on a scheduled day off may be canceled at any time prior to the work assignment. However, the employee should receive notice of the cancellation as soon as reasonably possible, but no later than seven (7) p.m. on the day preceding

the day of the scheduled in-time. If he/she does not receive such notice, he/she shall be assigned at least four (4) hours work or the employee may choose not to work on the day off and shall receive no compensation. An employee who is contacted by PBS via telephone, email, text, or otherwise on a scheduled day off but not required to come to any work location on that day will not receive the minimum of four (4) hours of work described in this paragraph but will be paid for actual time worked in quarter (1/4) hour segments at the appropriate overtime rate.

(e) Assignment of Overtime: PBS shall make reasonable efforts to equalize the opportunity for overtime within each Technical Area.

The Company agrees that any opportunity to work overtime in the technicians bargaining unit will be given to Technicians prior to offering it to Standby Employees.

Overtime assignments will be made within each Technical Area as follows:

Where the need for overtime is foreseeable, the Technical Area Manager will offer overtime to a Technician or Supervisor (as applicable) prior to the posting of the weekly schedule. PBS will attempt to obtain the consent of the employee offered overtime, and if the employee does not consent, PBS will offer overtime to additional employees as needed. Once an employee accepts the overtime assignment, such overtime shift(s) will be included in the posted weekly schedule. Where the need for overtime is not foreseeable, after a weekly schedule has been electronically posted, PBS will offer overtime as described above, and if accepted, the posted schedule will be adjusted to add the overtime shift(s).

If overtime cannot be covered within the Technical Area, it may be offered to qualified bargaining unit members outside the Technical Area.

Reasonable efforts will be made to offer Technician overtime to available Technicians prior to offering such overtime to a Supervisor and the converse is to apply to Supervisor overtime. This provision shall not prevent PBS from offering Supervisor overtime to Technicians for the purpose of on-the-job training. Further, PBS shall have the right to assign Supervisor overtime (less than four (4) hours) to a Technician whom PBS deems capable of performing the work and who would not incur overtime by doing so. No Technician will be involuntarily assigned Supervisor overtime.

If the above has failed to provide coverage for needed overtime on a voluntary basis, PBS will determine if the Mandatory Overtime procedures need to be initiated or if the overtime can be canceled. If PBS determines that Mandatory Overtime needs to be initiated, such overtime will be assigned from a rotating Mandatory Overtime list initially based upon bargaining unit seniority within the Technical Area involved, with the most senior employee at the top of the list. The employee on top of the list will be selected to work Mandatory Overtime; provided, however, that if this employee does not have the skills necessary to perform the overtime work at issue, PBS will go to the next person on the list, and will continue to do so until it identifies the individual highest on the Mandatory Overtime list possessing the required skills, which individual

will be selected to work Mandatory Overtime. The individual who works Mandatory Overtime shall drop to the bottom of the list after such work is completed, and the next available on the list will work the next instance Mandatory Overtime is required; provided, however, that if any individual(s) at the top of the list was/were bypassed for Mandatory Overtime because of his/their lack of required skills for the work at issue, such individual(s) shall remain in his/their spot on the list for the next instance Mandatory Overtime is required.

PBS shall also have the right to assign mandatory overtime for training where the training cannot, in PBS' reasonable judgment, take place on a regular shift.

An employee assigned Mandatory Overtime may be allowed to find a replacement from within the bargaining unit, if one is readily available, qualified to do the work, and if there is no additional differential, penalty, or premium incurred by the Company as a result. Replacements must be approved by the Technical Area Manager involved. As one condition for such approval, the proposed replacement must contact the Technical Area Manager or designee to state his/her availability for and acceptance of the overtime assignment. If a replacement is found, the replacement will thereafter drop to the bottom of the list but the individual originally assigned to Mandatory Overtime will retain his/her position at the top until he/she actually works a Mandatory Overtime assignment.

In the Edit Unit, PBS will have the right to both request voluntary or assign mandatory overtime to a particular individual to accommodate customer preferences.

(f) Overtime on Regular Work Day: Once an employee has reported to work, his/her scheduled overtime on that day will not be shortened without his/her consent, unless he/she has at least four (4) hours notice of cancellation.

Section 4.04. Time Reporting Procedures: Employees are responsible for the completion of time sheets and the accurate reporting of all straight time, overtime, holiday pay, sick pay, or other absences and for the verification of the paychecks resulting from these time sheets. Time worked generally should be recorded/entered at the end of every day, and leave taken should be recorded/entered as soon as the employee knows of the need for leave (where foreseeable) or when the employee returns from leave (where not foreseeable). Time sheets for the pay period must be submitted to the responsible Technical Area Manager no later than 11:59pm on the day after the last day of the pay period. Employees shall be provided with adequate time during their shifts over the course of each pay period to complete their time sheet. The parties agree that adequate time shall not exceed 15 minutes per week. PBS will return a copy of the Technicians' approved time sheet to the Technician within one week of its approval.

Employees failing to submit a time sheet will be paid their normal semi-monthly salary for the applicable period, without any shift differentials or overtime. Corrections will be made when an employee submits his/her time sheets and the next appropriate pay check will reflect such corrections. Time sheets must be submitted to the Technical Area management for approval before they will be processed. If they are not approved, the employee will be paid according to what

Technical Area management believes is owed, while any discrepancy or dispute is being resolved. In cases where employees are sick or otherwise absent for extended periods of time, or when employees are absent on the day time sheets are due, Technical Area management will prepare or complete and submit time sheets for absent employees based on the best information available. Employees shall be given the opportunity to correct time sheet errors upon their return to work.

Employees should report discrepancies over time sheets to the responsible Technical Area Manager. The discrepancies shall then be processed by PBS. When the discrepancies cannot be resolved by the Technical Area Manager, the employee shall be granted a reasonable amount of time to bring the discrepancies to the attention of the Accounting Department.

The Company shall notify employees when their time sheets have been altered.

Notwithstanding the above, PBS may, in its discretion, convert to an electronic timekeeping system during the term of the Agreement. Should PBS make such a change, employees will be required to comply with the policies and rules relating to the new timekeeping system, which will be provided to employees as soon as practicable after the decision to change timekeeping systems is made.

Section 4.05. Probationary Employees: All employees newly hired into the bargaining unit are subject to a one hundred and twenty (120) calendar day probationary period and shall be considered Probationary Employees. This 120-day period refers to one new period of continuous employment in that position. (Employees who are promoted to a new position shall be subject to demotion as hereafter provided for a period of one hundred and twenty (120) calendar days). Probationary employees will receive a progress evaluation no later than ninety (90) days after the commencement of their employment in the bargaining unit. Probationary employees shall receive a minimum of one (1) week of training during this period from a Senior Technician Trainer.

PBS retains the right to discharge Probationary Employees during or at the end of their probationary period with or without cause and such discharge may not be made the subject of grievance by either the employee or the Union. The length of service of Probationary Employees retained after their probationary period expires shall be computed from date of last hire into the bargaining unit for Bargaining Unit Seniority purposes.

PBS retains the right to demote an employee, who has been promoted, back to a Technician's position during or at the end of a period of one hundred and twenty (120) calendar days after promotion with or without cause and such demotion may not be made the subject of a grievance by either the employee or the Union.

Section 4.06. Employment Status / Full-Time, Part-Time and Standby Employees: PBS may employ full-time employees, part-time employees, and Standby Employees. The determination of the employment status of individuals shall be made by PBS.



(a) Full-Time Employees: A full-time employee is defined as an employee who is regularly scheduled to work at least forty (40) hours per week. Full-time employees are eligible for all differentials, pay premiums, and benefits described in this Agreement.

(b) Part-Time Employees: A regular part-time employee is defined as an employee who regularly works at least twelve (12) and up to thirty (30) hours per week. Regular part-time employees are eligible for all differentials and pay premiums set forth in this Agreement (including holiday pay), and may be eligible for leave and benefits as provided in Articles VII, VIII, and IX of this Agreement.

PBS may employ no more than five (5) regular part-time employees at any given time. Regular part-time employees shall work a minimum of four (4) hours in any one work day.

Regular part-time employees may be employed at any level in the Technicians' salary range at the Company's option.

(c) Standby Employees: PBS may also employ Standby Employees to help meet staffing needs. Standby Employees are non-regular employees who work from time to time, as necessary, to address staffing needs that arise for any reason, including but not limited to: studio productions; special projects; workload peaks, such as prior to the new season(s); avoiding mandatory overtime and overtime in general; during periods of short staffing while filling vacancies; during emergencies such as equipment failure; to replace full- or part-time employees on vacation (including single-day vacation), sick leave, FMLA leave, personal leave, or any other kind of leave; or to provide coverage in order to allow PBS to provide training to full-time or part-time employees. In addition, Standby Employees may work the shift of a full- or part-time employee who is not on leave or in training, but who himself/herself is working a different shift from that for which he/she is regularly scheduled to replace an employee who is on leave or in training as described above.

Standby Employees shall work a minimum of four (4) hours in any one work day. They can be hired for any period of time, and may remain on the payroll in between periods of work; provided, however, that the number of regular and overtime hours worked by Standby Employees may not exceed 4200 hours per quarter. When hiring a regular full-time or part-time Technician (including Editor) or Supervisor, PBS shall first consider qualified applicants from its pool of Standby Employees before any other candidates; provided, however, that PBS reserves the right, in its sole discretion, to hire any individual as a Technician (including Editor) or Supervisor, whether or not there are qualified Standby Employee applicants.

Standby Employees may be employed at any level in the Technicians' or Editors' pay range, as applicable.

Standby Employees are generally ineligible for PBS benefits set forth in Section 8.01 below, except as provided under the terms of applicable benefit plans or as required by applicable law. Standby Employees who are not eligible for benefits under Section 8.01 shall be

paid at least 1.2 times the minimum rate of pay for the position they are filling (e.g., Technician or Editor) in lieu of benefits. Standby Employees may be eligible for retirement benefits under Section 9.01 below in accordance with the terms of the retirement plan and/or applicable law.

Standby Employees are not eligible for any of the following benefits set forth in this Agreement:

- Article VI - Vacations;
- Section 7.01 - Sick Leave;
- Section 7.02 - Personal Leave;
- Section 7.03 - Other Leaves (except where required by applicable law);
- Section 7.04 - Emergency Weather;
- Section 7.05 - Union Leave; and
- Section 14.04 - Educational Assistance

Notwithstanding anything to the contrary set forth above, Standby Employees are eligible for the following differentials, pay premiums, and benefits set forth in this Agreement:

Section 3.02 - Temporary Upgrades

Section 3.03 - Shift Differential

Section 4.03 - Overtime

Section 4.09 - Reduced Rest

Section 4.10 - Meal Period

Section 14.05 - Parking (to the same extent that any Technicians may be eligible for any parking benefits)

Side Letter G - Senior Technician Trainer Pay

In addition, Standby Employees are eligible for holiday pay as described in Section 5.01(a) of this Agreement.

If a differential, pay premium, or benefit provided for in this Agreement is not addressed in this section, Standby Employees shall not be eligible for it unless otherwise expressly provided for in the Agreement.

Standby Employees may be discharged with or without cause, and such discharge may not be made the subject of grievance by either the employee or the Union. No full-time employee shall be laid off or reduced to part-time status as a result of the employment of a Standby Employee.

PBS will provide to the Union by the last day of the month following the end of each quarter the total regular and overtime hours worked by all Standby Employees in the previous quarter. (For purposes of this section, the "quarters" shall be January through March, April through June, July through September, and October through December.)

Section 4.07. Interns: The Company may from time to time employ or engage interns. Interns are not required to be bargaining unit members. An intern is defined as any person placed through an academic institution who receives academic credit for PBS work experience, or any person funded through a training program. An intern may perform bargaining unit work only for training purposes and only with a Technician working with him/her. In no case shall PBS utilize interns for the purpose of performing bargaining unit work when bargaining unit employees are participating in a legal strike. Interns are ineligible for all differentials, pay premiums, leave, and benefits set forth by this Agreement, except that they may be eligible for certain benefits provided for in Section 8.01 and for retirement benefits provided for in Section 9.01 in accordance with the plan terms and/or applicable law.

No full-time employee shall be laid off or reduced to part-time status as a result of the employment of an intern.

Interns may be discharged with or without cause and such discharge may not be made the subject of grievance by either the intern or the Union.

Section 4.08. Schedules:

(a) Shift Picks: There shall be a minimum of two shift picks in each contract year, which will occur in May and December. PBS will post a notice no later than fifteen days before the commencement of the shift pick on the Union bulletin board, or electronically, to notify members when the upcoming shift pick will commence.

If PBS deems it necessary, additional shift picks may occur at other times, but in no event may a pick take effect more than once every four weeks.

A shift pick list will be posted in hard copy or electronically showing the days off and "in" and "out" times for the shifts. The "in" times in a single work week may not exceed a range of six (6) hours for more than 20% of the shifts and may not exceed a range of three (3) hours for the remaining 80% or more of the shifts. Thus, for example, at least 80% of the employees assigned an "in" time of 9:00 a.m. on one day and 12:00 p.m. on another day could not be assigned earlier than 9:00 a.m. nor later than 12:00 p.m. throughout the week. No more than 20% of the employees assigned an in time of 10:00 a.m. on one day and 4:00 p.m. on another day could not be assigned earlier than 10:00 a.m. nor later than 4:00 p.m. throughout the week. Once the shift pick has been completed, the employees' days off and "in" and "out" times shall be frozen for that shift period.

The shift pick list will also include utility shifts and vacation relief shifts. These shifts will not have days off or "in" and "out" times shown at the time of the pick.

The shift pick list may include as many utility shifts as management deems necessary. A utility shift is defined as a shift where no more than 25% of a Technician's schedule is known at the time of the shift pick.

Employees selecting vacation relief shifts shall, by unit seniority, select shifts from those weekly vacation relief schedules posted by the Company as set forth in paragraph (b) below. During the weekly vacation relief selection process, PBS may declare a shift ineligible for selection.

The shift pick list for the NOC may also include a maximum of two (2) flexible shifts, and the shift pick list for the other six Technical Areas may include a maximum of one (1) flexible shift per Technical Area. The shift pick will set forth in and out times for the flexible shifts (except where a designated flexible shift is a utility or vacation relief shift) but such times may be changed by plus or minus three (3) hours notwithstanding the requirements of Section 4.08(a), (b) and (c) of this Agreement. A flexible shift may either be: (1) a four-day work week; or (2) a five-day work week with Saturday and Sunday off. Supervisory shifts may not be designated as flexible shifts. The employee shall be notified of the change (as well as the employee's changed meal period) as early as possible, but no later than 7 p.m. on the day preceding the shift. Such employee's overtime need not be counted in determining whether PBS made reasonable efforts to equalize the opportunity for overtime in each Technical Area under Section 4.03(e). Where both Saturday and Sunday are included in the work week for a flexible shift, a differential will be paid for both Saturday and Sunday. The differential shall equal 10% of the individual's straight time base rate for all hours worked on both days.

Scheduling for Supervisors will be by shift assignment within their group as set forth in Side Letter B. Individuals employed as Supervisors as of July 1, 2013 shall continue to have shifts arranged so as to have work weeks of four (4) ten (10) hour days arranged so that they have eight (8) consecutive days on and six (6) consecutive days off. For any individual who becomes a Supervisor after July 1, 2013 (whether such individual is currently a PBS employee in another position or is hired from outside PBS), PBS shall have discretion to schedule the shifts for such new Supervisors (x) so that they have work weeks of four (4) ten (10) hour days arranged so that they have eight (8) consecutive days on and six (6) consecutive days off; (y) with standard work weeks of four (4) ten (10) hour days, with three (3) consecutive days off; or (z) with standard work weeks of five (5) eight (8) hour days with two (2) consecutive days off. At any shift pick, the shift of such new Supervisors may be changed from one of the three forms of shifts set forth above to another, in PBS's discretion.

Supervisor(s) assigned to shifts which cover vacations and special projects, such as testing, writing standard operating procedures, and closed circuits, will be assigned to a shift which has consecutive days off and falls within the scheduling provisions of Sections 4.01 and 4.02 of

this Agreement. Their days off, time in and time out, and known overtime will be posted electronically on the weekly schedules. The Company may create an additional five (5) day, eight (8) hour shift each time a Supervisor is hired.

The shift pick list will be posted as least four (4) weeks prior to the commencement of the schedules covered unless there is a change of activity requiring a new shift pick and the change of activity was not known far enough in advance to allow for the four (4) weeks prior posting, in which case the shift pick shall proceed as expeditiously as possible.

After the shift pick has been posted, the Supervisors will coordinate the filling in of the pick list. The Supervisors will make best efforts to contact each Technician as his/her turn to pick arrives. Shifts will be selected by bargaining unit seniority within the technical area and location where the technician is assigned. If the Technician cannot be reached, PBS will assign the shift as close to the Technician's existing shift as possible. The above selection process shall be completed within twelve (12) days of posting. Notwithstanding the above, any selection of a shift including TX duties must be approved by PBS. If there are not sufficient qualified technicians selecting a TX shift, PBS may select the least senior qualified technician(s) in the NOC to work such shift(s). PBS' determination regarding TX assignment shall not be subject to the grievance/arbitration provisions of this Agreement.

Shifts selected at this time will remain in effect until the next shift pick. However, in the event an air schedule change occurs, affected employee(s) shifts may be changed at the Company's option so long as no more than five (5) shifts (that is, individual work days) are affected and the "in" and "out" times for each shift do not exceed plus or minus two (2) hours. Otherwise, affected employee(s) shifts may be changed only if the personnel involved voluntarily agree.

Where an air schedule change occurs and where the Company exercises its option as set forth above and changes affected employee(s) shifts, it will still hold a new shift pick to take effect no later than thirty (30) days after the air schedule change occurs.

If a Technician is transferred into a new Technical area, the Technician will be assigned a shift, but cannot displace Technicians already assigned shifts. The Technician may request a new shift at the next shift pick in accordance with the procedures in this Section.

A Technician will be considered assigned to a Technical Area and location for shift selection purposes based upon where the Technician has worked the most time in the thirty (30) days prior to shift selection unless PBS has determined to transfer the Technician to another area or location prior to the selection and the Technician has been notified of the transfer.

Notwithstanding the foregoing and anything to the contrary within this section, PBS may modify the shifts and/or hours of the shifts of any Technician(s) with the consent of the Technician(s) affected by the change to provide coverage for employees on leave, studio events (whether regular or non-regular), special events and projects (e.g., the rebuild of a facility, the

Fourth of July and similar concerts, "tent pole" events) and/or to accommodate the request of a Technician on a temporary basis. The Union shall be given notice of any such modification.

(b) Weekly Schedules: Weekly schedules of all shift assignments showing days off, time in and time out, and known overtime will be posted electronically by 5:00 p.m. Wednesday at least 10 days preceding the applicable work week. This weekly schedule shall freeze the days off and "in" and "out" times for utility, regular full-time employees, regular part-time employees, and Standby Employees.

(c) Daily Schedules: Daily schedules of final shift assignments will be posted electronically no later than 5:00 p.m., four (4) days preceding the affected work day and will identify the scheduled meal period, actual in and out times, expected work assignments, and any overtime hours known at the time of posting. Once the daily schedule is posted electronically, meal periods shall be frozen for that day, except as provided in Section 4.10. Where a conflict exists, the daily schedule shall take precedence over the screening schedule or any other posted schedule.

(d) Changes: Each employee is responsible for monitoring the daily and weekly schedules and familiarizing himself/herself with his/her shift assignments. An employee will be notified at home in the event the in or out times of his/her next shift have been changed if such changes are made for the next day after an employee leaves the premises or on his/her regular day off. The Company will notify the employees, before they leave on vacation, of the date and hour they are to report for work upon the first day of their return.

(e) Shift Swaps: Employees may swap shifts only with the permission of the affected Technical Area Manager or Department Manager. The swap must be completed within one payroll week so that the employees involved do not work more than forty (40) hours in any given work week. When a swap has been arranged and agreed, the changes must be forwarded to the Scheduling Department to be entered on the appropriate daily and weekly schedules, and the employees participating in the swap must assume all duties for the shift to which they are moving.

Shift swapping shall not be used to circumvent the shift selection process.

In no event shall overtime, reduced rest, or any other premium or penalty be incurred as a result of a shift swap.

(f) In-Unit Supervision: PBS shall employ at least (5) in-unit Supervisors for on-air schedule activities and non-air schedule activities; provided, however, that should any of the Supervisors employed as of the Effective Date of this Agreement resign or retire from his/her Supervisor position with PBS during the term of the Agreement, PBS reserves the right not to replace a maximum of one (1) such individual with another in-unit Supervisor.

In addition, and notwithstanding the above, should the on-air schedule activities or non-air schedule activities performed by the Supervisor(s) decrease or cease to exist, PBS may decrease the number of Supervisors to conform to the new level(s) of activity. Where reasonable,

PBS' judgment as to the number of in-unit Supervisor(s) necessary to perform activities shall not be disturbed. PBS shall have discretion to determine the duties of Supervisors, including non-supervisory duties. PBS recognizes that the assignment of non-supervisory duties to Supervisors may cause a conflict with their supervisory duties. However, where the Supervisor has acted reasonably under the circumstances, he/she will not be held responsible for the consequences, which result from the conflict.

(g) Shift Assignment and Training for New Employees:

(1) As has been past practice, new employees shall be assigned shifts as determined by management for training purposes. These shifts may be either eight (8) or ten (10) hour days as needed. Working hours for training purposes for those weeks already posted electronically shall be set the first day that a new employee reports to work. Working hours for training purposes for subsequent weeks shall be determined by the time the weekly schedule for such weeks is posted electronically.

(2) At the conclusion of his/her training period (usually 2-3 weeks), the new Technician may be assigned to any vacant shift until the next shift pick.

(3) The training needs of an employee returning from a long term leave of absence shall be determined by management. His/her shift assignment shall be determined by management in the same manner as for a newly hired Technician (as outlined in paragraphs 1 and 2 above).

(h) Edit Unit: Technicians assigned to the Edit Unit but not working there may be assigned shifts in other Technical Areas. Technicians assigned to this Edit Unit can be freely moved during the course of a particular shift from the Edit Unit to other Technical Area duties and vice versa.

The Company may change assigned shifts to allow for refresher training, for coverage of illness, single day vacations, or peak demand periods, and other similar situations, provided: (1) the Company notifies the employee of the change as soon as reasonably possible, but no later than 7 p.m. on the day before the change is to occur; or (2) the change is made by mutual consent. Further, any shift schedule change that requires Saturday and Sunday work will require payment of a "flex shift" payment as set forth in Section 4.08 of this Agreement.

The foregoing notwithstanding, PBS may assign Edit Unit Technicians to shifts at variance from this schedule in any given week to accommodate customer preferences.

An editor shall be defined as a person designated by PBS as assigned to the Edit Unit.

The terms of this Section 4.08(h) shall take precedence over any inconsistent provisions in any other Section of this Agreement.

(i) Technical Maintenance-NOC, and Technical Maintenance-MOC: Technicians assigned to the Technical Maintenance NOC or Technical Maintenance MOC may be temporarily assigned shifts in other areas. However, temporary assignments will not be used to undermine the shift pick. Technicians assigned to one of these areas can be freely moved during the course of any particular shift for any reason.

The Company may change assigned shifts to allow for refresher training, for coverage of illness, single day vacations, or peak demand periods, and other similar situations, provided: (1) the Company notifies the employee of the change as soon as reasonably possible, but no later than 7 p.m. on the day before the change is to occur; or (2) the change is made by mutual consent. Further, any shift schedule change that requires Saturday or Sunday work will require payment of a "flex shift" payment as set forth in Section 4.08 of this Agreement.

The terms of this Section 4.08(i) shall take precedence over any inconsistent provisions in any other section of this Agreement.

Section 4.09. Reduced Rest: It is expected that intervals between the time an employee finishes work on one calendar day and begins work on the next calendar day shall be a minimum of ten (10) hours for employees working ten (10) hour shifts and a minimum of twelve (12) hours for employees working eight (8) hour shifts. If an employee's work encroaches on this ten (10) or twelve (12) hour period, the employee shall be compensated as follows. Where the standard 10- or 12-hour period between shifts has been reduced by at least  $\frac{1}{4}$  of an hour, the employee shall receive a payment of \$95.00 as compensation for the reduced rest period. An employee shall receive the same payment regardless of the length of the reduced rest period, so long as it is at least  $\frac{1}{4}$  of an hour. Where the reduced rest period is less than  $\frac{1}{4}$  of an hour, no compensation shall be paid. For example, a ten (10) hour employee who works his regular shift from 9:00am to 7:00pm on Day 1 then is required to begin work again at 2:30am on Day 2. The "reduced rest" time is 2.5 hours: that is, the typical rest requirement of 10 hours between shifts has been reduced to 7.5 hours, and so the rest has been encroached by 2.5 hours (10 minus 7.5). Such employee will receive \$95.00 in addition to his/her regular compensation for both the first shift and the second shift, including any applicable overtime.

In cases where an employee works additional hours between his/her shifts, but which hours are not contiguous with his/her regular shift hours, the employee shall only receive the reduced rest premium once. Thus, for example, a ten (10) hour employee who works his/her regular shift from 8 a.m. until 6 p.m. on Day 1, then works from 10 p.m. on Day 1 until 2 a.m. on Day 2, then works his/her regular shift from 8 a.m. until 6 p.m. on Day 2, would be entitled to one payment of \$95.00 for reduced rest, even though the period between the end of his/her first shift and the beginning of the intervening work hours, and the period between the end of the intervening work hours and the beginning of his/her second shift, were each less than 10 hours.

The reduced rest premium shall also be available where employees have single days off, i.e., a scheduled day off, a single day vacation or a personal day. Intervals between the time



an employee finishes work on one calendar day and begins work on the next calendar day after the single day off shall consist of thirty-four (34) hours for employees on ten (10) hour shifts and thirty-six (36) hours for employees on eight (8) hour shifts. For example, if an employee works a ten (10) hour shift ending at 11 p.m. on Tuesday, has Wednesday off, and is assigned in at 8 a.m. on Thursday, a reduced rest payment would be owed because the rest period was less than twenty-four (24) hours plus ten (10) hours by one (1) hour.

Section 4.10. Meal Periods: Meal periods shall be paid.

(a) The initial meal period for ten (10) hour shifts shall be scheduled so as to begin no earlier than the beginning of the fourth (4th) hour, and will end no later than the beginning of the eighth (8th) hour of the work day.

(b) The initial meal period for eight (8) hour shifts shall be scheduled so as to begin no earlier than the beginning of the third (3rd) hour, and will end no later than the beginning of the seventh (7th) hour of the work day.

(c) The actual meal time shall not normally deviate from the scheduled time by more than plus or minus thirty (30) minutes. No meal period may be rescheduled outside the meal period window (i.e., 10 hour shift -- begins no earlier than the beginning of fourth (4th) hour and ends no later than the beginning of the eighth (8th) hour; 8 hour shift -- begins no earlier than the beginning of the third (3rd) hour and ends no later than the beginning of the seventh (7th) hour), except in the case of an unanticipated emergency. For the purpose of this clause, an unanticipated emergency shall include but not be limited to major equipment breakdowns, and unavoidable program changes.

(d) In the event an employee works more than two (2) hours of overtime contiguous to his/her scheduled shift, such employee shall have earned a paid second meal period of thirty (30) minutes. An additional thirty (30) minute paid meal period shall be earned for each five (5) hours of overtime work thereafter subject to paragraph (f) below. The above meal periods shall be scheduled to be taken as soon as possible after they are earned. On extended tours where an employee earns more than one additional meal period, the Company may schedule such additional meals contiguously.

(e) The Company and the Union agree that in the Technical Maintenance Center-NOC, no meal period will be scheduled for those employees performing satellite operations functions. Rather, the employee shall be scheduled for a nine (9) hour work day, but shall be paid for a ten (10) hour day at the appropriate rate. When an employee is scheduled for nine (9) hour work day, the employee may eat on the job. Further, for purposes of this clause and Section 4.03(a), it is understood that all meal periods shall occur at the end of an employee's shift.

(f) If an employee works more than four (4) hours but less than eight (8) hours on a day off, his/her meal period shall be scheduled after his/her first hour and half (1-1/2) but before his/her fifth (5th) hour. His/her meal period shall be thirty (30) minutes in duration. If an

employee works more than eight (8) hours but less than ten (10) hours on a day off, his/her meal period shall be scheduled as though he/she were working a full ten (10) hour shift.

(g) Notwithstanding the above, the Company and any employee may mutually agree to have the employee work through his/her meal period. In such case, the employee will be credited with working time equal to the missed meal period or allowed to leave work early. By way of illustration, an employee who worked through his/her meal period and completed his/her shift would receive an additional hour's pay at the overtime rate. The working time credit due under this paragraph shall not be considered time worked for purposes of reduced rest and shift differential.

#### Section 4.11. Travel Assignments:

(a) Transportation will be air coach or equivalent, rail or road transportation as reasonably determined and approved by the Company. Travel arrangements will be made, whenever possible, by PBS and all employees will normally be assigned travel during regular work hours. Employees will be paid for actual time spent in transit but employees will be paid no less than four (4) hours if traveling on a day off and no less than eight (8) hours for an employee scheduled on an eight (8) hour day and ten (10) hours for an employee scheduled on a ten (10) hour day. Overtime and work schedules will be coordinated and approved in advance by the Technical Area Manager concerned, except where the employee can demonstrate afterwards that an emergency required him/her to work overtime without prior approval. The work day for employees on travel assignments begins at the time the employee reports to his/her scheduled assignment if the employee's travel time to such assignment takes thirty (30) minutes or less. An employee shall be paid for the time it takes to report to his assignment beyond such thirty (30) minute period.

Employees shall be paid for the time it takes to travel from PBS to the particular airport or other transportation terminal from which they are leaving on their travel assignment. When an employee is scheduled by PBS to travel to a field assignment which does not require him/her to stay away from home overnight, he/she shall be paid for the time it takes to travel from PBS to such field assignment and back.

Accommodation costs in hotels rated by the American Automobile Association or equivalent will be reimbursed by PBS. An employee will not be required to share a hotel room with another employee. Employees will be required to check out of their accommodation on the day of their return prior to the check-out time of the hotel, except when working conditions are such that this requirement is unreasonable and the employee can demonstrate such.

Employees will use airport coach services when available. When not available, PBS shall pay the cost of the taxicab or airport parking and mileage in accordance with applicable IRS rates. When assigned to training sessions, employees will use hotel to school transportation if provided. Rental cars will be permitted on work trips when it is the least expensive and/or only mode of transportation available. Compact cars will be permitted for the period starting with the

evening prior to an employee's days off and ending the evening of the employee's last day off for employees required to stay over their days off on out-of-town assignments. Tolls and parking will be reimbursed upon submission of receipts.

Employees will receive a per diem allowance to cover food, gratuities, baggage check, incidental expenses, and laundry, etc. when the employee is required to stay out of town overnight. The amount of the allowance shall be determined by the then-current schedule of per diem allowances for meals and incidental expenses established by the U.S. General Services Administration (GSA), which sets per diem amounts based on the location of travel (including a standard rate for all locations without specified rates). If the Employee's expenses exceed the GSA-mandated per diem rate, the Company shall not unreasonably withhold reimbursement of the Employee's expenses upon submission of receipts for expenses incurred. Transportation expenses are reimbursable, separate and apart from per diem. Employees on extended trips will be permitted a weekend home once every three (3) weeks. Pursuant to this Section, the Company will bear the cost of transportation for such weekend home. If this option is not taken, the employee may elect to receive the equivalent round trip airfare to Washington, D.C. in cash as compensation. Employees on travel assignments shall accrue one-half (1/2) day of vacation for each day off occurring during the travel assignment, so long as the employee does not work on the day off during the travel assignment or is not on a weekend home. Employees will be permitted one (1) ten (10) minute phone call per day to their home or to a member of their immediate family, except when such call is made to a location outside the Washington, D.C. area in which case reimbursement shall be the equivalent of a ten (10) minute call to PBS, Washington, D.C. Where an employee purchases a meal during required travel away from PBS but within the Washington, D.C. metro area, the employee will be reimbursed for the reasonable cost of such meal. In order to be reimbursed, the employee must submit a receipt for the actual cost of any meal(s).

Should the Company establish positions within the bargaining unit which require regular and extensive travel, the parties agree to meet and consider modification of this Section with respect to such employees.

(b) The parties agree that employees may use their automobile for PBS business. The Company will reimburse the employee for mileage costs incurred on Company business, in accordance with applicable IRS rates. In no event shall the employee be paid for the time involved in traveling between his or her home and work location, providing, however, that such employee's work day must begin and end at the same location. Further, it is agreed that the use of an employee's car is not mandatory, nor shall it be a prerequisite for hiring, continued employment, promotion, transfer, or continuing work assignments.

The Company shall provide liability insurance coverage to an employee who uses his/her personal automobile on a Company assignment in which the use of the Automobile was specifically authorized by the Company. Such coverage shall provide insurance protection against liability for bodily injuries to others or property damage sustained by others, incurred while the employee is on Company business. The insurance protection shall be to the same extent, terms and

conditions as the policies which afford protection to the Company. PBS policy presently provides a \$3,000,000 combined single limit for bodily injury and property damage on a per accident basis. Such insurance protection shall not apply to the extent that other valid insurance shall protect such employee against such liability under the aforesaid circumstances.

If, while an employee is engaged in authorized company use of his/her personal vehicle, the vehicle is damaged and the actual cost of repair exceeds \$50, the Company will: (i) if the automobile is not otherwise insured against such damage, the Company will reimburse the employee to the extent of the actual cost of repair, or the actual cash value of the automobile, whichever is less; or (ii) if the automobile is otherwise insured against such damage, the Company will reimburse the employee to the extent of any deductible imposed by the insurance carrier in the settlement of the claim. This paragraph shall not apply if the employee is able to obtain reimbursement from another party or if the employee operated the vehicle in a grossly negligent manner.

Section 4.12. Automation and Technological Change: It is agreed that the Company has the right to introduce any technological change whatever. Where such technological change would cause the layoff of a bargaining unit employee or employees, the Company shall, within its current scheduling practice at the time of the change, nevertheless not layoff the affected employee(s) unless no work assignments for which the employee(s) is qualified totaling forty (40) hours per week can be made available. At no time will a full-time employee be laid off while regular part-time employees are performing bargaining unit work.

Section 4.13. Relief Breaks: On any operation which will be continuous for more than two (2) hours, adequate relief breaks will be allowed each employee. It is understood that the transition from one activity to another will not in and of itself constitute a break.

## **ARTICLE V: HOLIDAYS**

### Section 5.01. Holidays:

(a) Observed Holidays: The following shall be recognized as paid holidays:

New Year's Day	(January 1st)
Thanksgiving	(Fourth Thursday in Nov.)
Christmas Day	(December 25th)

If an employee wishes to observe a religious holiday in lieu of Christmas Day, Scheduling must be notified three (3) weeks prior to the planned observance.

A full-time or part-time employee scheduled to work on one of the above-mentioned holidays may be scheduled off by the Company if his/her presence is not required, provided the Company notifies the employee as soon as reasonably possible, but no later than 7:00

p.m. twenty-one (21) days preceding Thanksgiving, Christmas or New Year's Day; or the employee is scheduled off by mutual consent. When so scheduled off, the employee will receive no additional holiday pay or compensatory time, but will receive normal straight-time pay for the day.

Full-time or part-time employees working on one of the three (3) observed holidays (or on a holiday the employee has substituted for Christmas) will receive 150% of their hourly straight-time base pay for all hours worked on the holiday, in addition to the normal compensation for the shift. For example, if an employee is scheduled to work on the holiday and works that day, the employee will receive straight time pay for the scheduled work day plus the 150% holiday pay premium, for a total of 250% pay. However, if an employee is not scheduled to work on the holiday and works, pursuant to Section 4.03(d), the employee shall receive overtime pay for working on a day off at the rate of 150%, plus the 150% holiday pay premium, for a total of 300% pay.

If an observed holiday falls on a full-time or part-time employee's scheduled day off and the employee does not work, then the employee will be paid ten (10) or eight (8) hours at his/her straight-time base rate, as appropriate to the employee's assignment.

For Standby Employees who are scheduled to work during the week in which an observed holiday falls, the employee shall receive pay consistent with the language above, based on whether or not the employee works the holiday, and whether any such work was scheduled or unscheduled. Standby Employees who work during the week when a holiday is observed by PBS in accordance with Section 5.01(d) below shall also receive holiday pay for working on a weekday that is observed by PBS as the holiday as set forth in Section 5.01(d), consistent with the language above, based on whether the work was scheduled or unscheduled.

For purposes of this Article, if an Employee's shift begins at 10:00 p.m. or later on the day immediately preceding the holiday, or before 11:59 p.m. on the day of the holiday (including an overtime shift), the he/she will receive holiday pay for the shift (ten [10] or eight [8] hours). He/she will also receive holiday pay for any additional overtime hours worked on the holiday unless those overtime hours were part of an overtime shift that did not begin within the time period specified herein. For example, if a ten (10) hour employee is scheduled from 8:00 p.m. on the day of the holiday through 6:00 a.m. the next day and he/she works overtime from 6:00 a.m. through 9:00 a.m., he/she will receive ten (10) hours holiday pay. If the same employee had come in early at 6:00 p.m. on the day of the holiday, he/she would have received twelve (12) hours holiday pay. In no case will an employee receive more than twenty-four (24) hours of holiday pay for work performed on a single holiday. If an employee's shift did not begin within the time period specified herein (including an overtime shift), it is assumed that the Employee did not work any part of the holiday, and no holiday pay is due.

If an employee would ordinarily be scheduled to work on a holiday, but the employee takes vacation, sick leave, or other short-term paid or unpaid leave under Sections 7.02,

7.03, or 7.05, the employee will be paid ten (10) or eight (8) hours at his/her straight-time base rate, as appropriate to the employee's assignment, and to the extent the employee is on paid leave status, the employee will not be docked any leave for that day. If the employee is on an unpaid long-term leave of absence for disability or other reasons, and a holiday falls within the employee's leave period, the employee shall not receive any pay for that holiday.

(b) Non-observed Holidays: Employees will accrue vacation time at the rate of 3.33 hours per semi-monthly pay period in lieu of observing the eight (8) holidays listed below.

Martin Luther King Jr. Day	(Third Monday in Jan.)
Presidents' Day	(Third Monday in Feb.)
Memorial Day	(Last Monday in May)
Independence Day	(July 4th)
Labor Day	(First Monday in Sept.)
Columbus Day	(Second Monday in Oct.)
Day after Thanksgiving	(Fourth Friday in Nov.)
Day before Christmas	(December 24th)

(c) Additional Holidays: Any additional holiday granted to PBS employees generally, will also be granted to bargaining unit employees.

Employees scheduled to work on the additional holiday(s) may be scheduled off at PBS' discretion or be granted additional vacation time equal to their current daily work schedule (ten (10) or eight (8) hours).

When an employee's day off falls on the additional holiday(s), such employees will be granted additional vacation time equal to their current daily work schedule.

If PBS modifies its existing holiday schedule such that a holiday provided in Subsection (b) is no longer observed by PBS employees generally, bargaining unit employees will no longer accrue vacation time for such holiday.

(d) Holidays Falling on a Weekend. In the event any holiday listed in paragraph (a) or (b) above falls on a weekend and is observed by PBS on a weekday, employees working on the PBS observed holiday shall receive holiday pay or vacation accrual (as applicable) as set forth above. In these circumstances, employees working on the actual holidays shall also receive holiday pay or vacation accrual, as applicable, even if this results in certain employees receiving holiday pay or vacation accrual for both the actual holiday and the observed holiday.

**ARTICLE VI: VACATIONS**

Section 6.01. Vacation Time:

(a) Full-Time Employees: All full time employees are eligible for the following vacation benefits.

(1) Accrual: Vacation is based on an employee's date of hire and continuous employment, and is accrued each pay period. In addition, vacation will be accrued for non-observed holidays as set forth in Section 5.01. Vacation accrues during an employee's probationary period, but a hired employee may not use accrued vacation until after this period.

(2) Years of Continuous Employment: Employees will earn vacation in addition to accrued holiday vacation time as set forth in Section 5.01, according to the following schedule:

0-2 years	Two (2) weeks	(80 hours)
2-7 years	Three (3) weeks	(120 hours)
over 7 years	Four (4) weeks	(160 hours)

In addition, as of July 1, 1995, Employees with 15 or more years of service with the Company will receive ten (10) additional hours of vacation.

(3) Accrual Caps and Carry-over of Unused Vacation Time: The purpose of PBS vacation benefits is to provide for and to encourage use of time for rest and relaxation. For this reason, accrual caps and limits for allowable carry-over of unused vacation time have been established.

Employees who were employed as of July 1, 2010 are required to use or lose all vacation time accrued during one (1) calendar year by the end of the following calendar year (December 31st). For example, if an employee accrued 200 hours of vacation time during the calendar year 2011, he/she would be required to use or lose 200 hours of vacation by the end of calendar year 2012. (The term "lost" in this paragraph does not mean the employee will suffer a loss of vacation time but means the employee lost the ability to take the time off as a vacation. An employee who lost the ability to take the time off as vacation may be assigned vacation by the Company, or the Company may choose to compensate the employee for the lost vacation at his/her straight time rate of pay.)

Employees hired after July 1, 2010 will be subject to PBS's vacation policies applicable to PBS employees generally with respect to vacation carry over, accrual caps, and all other vacation terms not otherwise provided for in this Agreement, which policies may be changed from time to time in PBS's sole discretion.

(b) Regular Part- Time Employees: All regular part-time employees will accrue vacation time on a pro rata basis per calendar year of employment. So, for example, a

regular part-time employee who works 20 hours per week, would accrue vacation at one-half (1/2) the rate of a full-time employee.

The carry-over provisions of paragraph 3 above shall also apply to regular part-time employees.

Section 6.02. Scheduling Vacation Time:

(a) Vacation Selection Procedure. Vacation time is to be taken in increments of forty (40) hours except as provided under paragraph C of this section. Every effort will be made to permit employees to take vacation in a manner which allows the vacation to start immediately after scheduled days off and end immediately prior to scheduled days off. The vacation year will be April 1 through March 31 of the following calendar year.

Vacation selection is made by Bargaining Unit Seniority within each Technical Area. A Technician will be considered assigned to a Technical Area for vacation selection purposes based upon where the Technician has worked the most time in the thirty (30) days prior to vacation selection unless PBS has determined to transfer the Technician to another area prior to the selection and the Technician has been notified of the transfer. Supervisors in each technical area shall have their own vacation selection.

Vacations are selected in rounds. If an employee desires to take all vacation weeks together, continuous selection of the full earned vacation time may be taken in the first round. If less than the full vacation time is taken on the first round, the employee must wait until the second round to select his/her next period of vacation. Vacation weeks that are selected in any round must be consecutive, and, except with the written permission of PBS, consecutive vacations shall be no more than three (3) workweeks in length for employees in the Edit Unit, and no more than six (6) workweeks in length for employees in all other Technical Areas. Following the third (3rd) round in the selection process, any weeks still available may be selected by any Technician that has weeks yet to be selected, on a first-come, first-served basis. Single day vacations are not selected by seniority, but are scheduled on a first come first served basis as set forth below.

The vacation schedule for each Technical Area is to be posted in hard copy or electronically for selection by January 1 of the vacation calendar year, and the selection is to be completed by the third (3rd) week of March. The total vacation weeks for which an employee is entitled shall also be posted in hard copy or electronically between January 1 and January 15 of the vacation calendar year. Each employee is assigned one (1) day upon which selection is to be made in each round of the vacation time selection. All employees should plan to make a selection on the day in which their turn to select is scheduled and may not select more hours than they have or will have accrued by the time they plan to take the scheduled vacation. If a Technician knows that he/she will be absent from work on his/her assigned vacation selection day, such Technician should provide his/her supervisor with his/her vacation preferences in writing prior to his/her assigned selection day. If a Technician who has not previously provided his/her supervisor with his/her vacation preferences is absent on the assigned vacation selection day, the supervisors will



make best efforts to contact the Technician and learn his/her preferences regarding vacation. In the event the supervisor's attempt to contact such Technician is unsuccessful, the vacation selection process will proceed, and the Technician who missed his/her assigned selection time may select at any time thereafter from those weeks remaining to be selected, but will not have the right to displace anyone from a selection already made.

Once the weekly schedule is posted electronically, no further vacation may be selected for that week, except where PBS, in its sole discretion, permits otherwise.

(b) Vacation Availability by Technical Area: In each Technical Area, the number of vacation weeks available for the vacation selection will be the number of weeks accrued by the employees during the vacation year plus at least fifteen percent (15%). In each Technical Area there will be at least one year-round slot for vacation selection. If the weeks needed to meet the 15% surplus are greater than 52 weeks, PBS will add the extra week slots starting the first week of June to provide additional vacation selection during the summer months. The limitations on vacation availability set forth in Sections (b)(2)-(7) will not apply to the extent that they are inconsistent with this paragraph.

(1) Network Operations Center: The available vacation weeks will be arranged so that at least one (1) more Technician may be on vacation during the months of April through December than may be on vacation for the remainder of the year.

(2) Technical Maintenance Center-MOC: No more than one (1) employee from Technical Maintenance Center may be on vacation at any given time except one supervisor and one technician may be on vacation at the same time. However, in its sole discretion, PBS may permit additional employees to be on vacation at any given time.

(3) Technical Maintenance Center-NOC: No more than one (1) employee from Technical Maintenance Center performing maintenance functions may be on vacation at any given time except one maintenance supervisor and one maintenance technician may be on vacation at the same time. In addition, no more than one (1) employee (technician or supervisor) performing satellite operations functions may be on vacation at any given time except that two employees performing satellite operations may be on vacation at the same time between April and December in a single calendar year. However, in its sole discretion, PBS may permit additional employees to be on vacation at any given time.

(4) Media Operations Center and Edit Unit: No more than one (1) Technician from the Edit Unit and one (1) Technician from the Media Operations Center may be on vacation at any given time. However, in its sole discretion, PBS may permit additional employees to be on vacation at any given time.

(5) In any one Technical Area, no more than one (1) Supervisor may take vacation at the same time, except that a second Supervisor may take a single day vacation at the same time as another Supervisor is on his/her vacation pursuant to the vacation selection process of this subsection. However, in its sole discretion, PBS may permit additional Supervisors to take vacation.

(6) PBS Technical Area Managers may designate the weeks of the NAB Conference and the PBS Engineering Conference as weeks during which there will be one less vacation availability in each Technical Area in which a bargaining unit member has been designated to attend such conferences pursuant to Section 14.16 of this Agreement or to work at such conferences. So, for example, if a Technician in the Network Operations Center was attending the PBS engineering conference in a particular week, there would be one less vacation slot available in the Network Operations Center for that week.

(c) Single Day Vacation: Up to one hundred (100) hours of vacation time may be taken in single days in a given calendar year, provided that:

(1) Requests for single day vacations must be submitted in writing no less than two (2) weeks or more than three (3) months prior to the day for which such request is made. Requests for single day vacations may not be withdrawn within the two (2) week period prior to the requested day except with the consent of the Scheduling or Technical Area Manager. Single day vacations cannot be selected as part of the annual vacation selection, set forth in paragraph A of this section.

(2) Single day vacation will be processed on a first-come, first-served basis.

(3) In each Technical Area, there shall be no more than one (1) single day vacation on a given day, except where, in management's discretion, the workload permits otherwise. However, in the Network Operations Center, one (1) Supervisor may be on a single day vacation on a given day in addition to a non-supervisory employee.

PBS, in its sole discretion, may permit an employee(s) to take more than one hundred (100) hours of vacation in single days in a given calendar year, providing the conditions set forth above are complied with.

Single day vacations may be taken in hourly increments.

(4) An employee may take up to 40 hours of single day vacation on a short notice basis. Except in cases of unanticipated or unavoidable personal or family emergencies, this vacation must be requested no later than 36 hours prior to the day for which the request is made. However, such single day vacation may not be taken on an observed holiday as set forth in Section 5.01 of this Agreement. Short notice single day vacation need be granted only if the employee finds a replacement from within the unit, qualified to do the work and if no reduced rest premium is incurred by the Company as a result. Replacements must be approved by the Manager of Scheduling and Facilities.

Section 6.03. Reporting Vacation Time: Vacation time is to be reported on the employee's time sheet. Each employee is responsible for tracking accrued vacation on his/her paycheck stub, and advising his/her Technical Area Manager of any discrepancies.

Section 6.04. Vacation Payment Upon Termination: If an employee leaves PBS (except during the probationary period for newly hired employees), he/she is entitled to payment for

accrued but unused vacation time in accordance with Section 6.01. Compensation for unused vacation time is calculated on the employee's straight time base rate as of the date of termination.

Section 6.05. Recall During Vacation: No employee may be recalled to duty for any reason during his/her vacation period. Notwithstanding the foregoing, if PBS learns that an employee has suffered a serious illness or injury while on vacation, PBS may contact the employee to determine whether the employee may be eligible for short-term disability benefits, FMLA leave, and/or other applicable benefits. In addition, if an employee suffers such an illness or injury while on vacation, and the illness or injury would otherwise prevent the employee from being able to return to work as scheduled, he/she must inform PBS as soon as possible so that it may determine whether the employee may be eligible for short-term disability benefits, FMLA leave, and/or other applicable benefits.

Section 6.06. Cancellation of Vacation: The employee may cancel his/her weekly vacation selection at least four (4) weeks prior to the beginning of such vacation, and with Company permission, up to the time of the employee's vacation, provided that such employee reschedules his/her vacation within the remaining available vacation weeks or carries his/her vacation over into the following calendar year as set forth in Section 6.01a.3. If a vacation week is to be canceled, the Technician shall inform PBS and PBS shall send an e-mail to all eligible Technicians and post a hard copy or electronic notice where schedules are normally posted informing them of the vacation availability. Except if a Technician cancels vacation because of jury duty, short or long term disability leave, family or medical leave within the meaning of federal law, military duty or service, or bereavement leave, the Technician canceling a previously scheduled leave, will forfeit his or her first round vacation pick the next year.

## **ARTICLE VII: LEAVES**

### Section 7.01 Sick Leave:

(a) Sick leave abuse is grounds for disciplinary action.

(b) All permanent full-time employees will accrue ninety-six (96) hours of sick leave per year at the rate of four (4.0) hours per semi-monthly pay period, beginning the first full pay period. All regular part-time employees will accrue sick leave on a pro rata basis. So, for example, a regular part-time employee who works twenty (20) hours per week, would accrue sick leave at one-half (1/2) the rate of a full-time employee. Sick leave may be used during the probationary period.

Sick leave cannot be taken before it is accrued. However, in the event an employee has exhausted accrued sick leave, accrued vacation leave may be utilized to the extent available, in lieu of going on leave without pay status. An employee who has used all accrued leave should then be placed on leave without pay status until he/she qualifies for short-term disability coverage; returns to work; or has sufficient sick leave accrued to cover time off.

Exception to the above can be made in unusual circumstances by the Area Vice President and the Director of Human Resources.

Sick leave will not be paid as a termination benefit. Unused sick leave is cumulative and carried forward without limit.

Sick leave may be used to make up the difference between payments made under the applicable worker's compensation statute and the employee's base salary.

Sick leave may be used for medical appointments that cannot be scheduled outside normal working hours, or the time can be made up rather than using sick leave with management's approval. Employees shall make every reasonable effort to provide the Technical Area Manager at least four (4) days notice in advance of any medical appointments scheduled during the employee's normal working hours. If the nature of a medical illness or injury prevents an employee from providing such notice, the employee may be required to provide verification of the medical appointment from the health care provider upon return to work.

Up to five (5) days of accrued sick leave per year may be used for family illnesses (i.e., to care for a sick child or member of the immediate family when other arrangements are not possible).

(c) The employee shall make best efforts to notify the Company as soon as possible that he/she is sick and will be unable to work that day. The Company may require an employee to provide a doctor's certificate when an employee is sick more than three consecutive days or where PBS has reasonable cause to believe that sick leave abuse occurred. At the Company's option, the doctor's certificate must provide the date(s) on which the doctor saw the employee and whether the employee is or was medically unable to work. With the consent of the employee, which shall not unreasonably be refused, the Company may request the doctor to furnish the Company an estimate of the time the employee will be absent. The Company has the right to verify a doctor's certificate.

If, in the Company's opinion, a definite pattern of absences due to illness exists with respect to certain employees, the Company, after notifying such employee and the Union in writing of such pattern of absences, may request a doctor's certificate at any time notwithstanding the three (3) days' provision as set forth herein. Any such action by the Company shall be reasonable and not capricious.

If an employee becomes ill while on duty and is unable to continue working, he/she must notify his/her Supervisor or the Technical Area Manager before leaving. If his/her Supervisor or the Technical Area Manager is unavailable, the employee must leave him/her a note detailing the time of and reasons for leaving.

Section 7.02. Personal Leave: Employees may be granted time off with pay to attend to personal and/or family responsibilities in accordance with the following policy:

Up to three (3) days of personal leave per calendar year may be granted to attend to personal or family responsibilities which cannot be accomplished outside of scheduled work hours, and which are not normally covered by other types of leave. Employees are expected to use good judgment in requesting personal leave as it is a discretionary leave. Except in emergencies, employees must obtain prior approval from PBS to take personal leave. Except in emergencies or where the use of leave is unforeseeable, all requests for personal leave for that calendar year must be submitted to PBS on or before December 1. If the Company reasonably believes that an employee may be abusing the personal leave request process as set forth herein, the Company may request documentation supporting an employee's need for personal leave requested after December 1.

All personal leave must be noted as such on the employee's time sheet. An employee's annual personal leave entitlement does not accrue but is available in full immediately upon hire and as of January 1 of each calendar year thereafter. Unused personal leave from one calendar year does not carry over into the next year, and employees are not paid for unused personal leave upon termination of employment.

Permission for personal leave requests shall not be unreasonably withheld. If the employee has exhausted all his/her available personal leave, the time off will be covered in the following order: (1) his/her available single day vacation leave as specified in Section 6.02(c); or (2) his/her regular vacation days provided that a minimum of seventy-two (72) hours notice is given; or (3) leave without pay.

Section 7.03. Other Leaves: Employees shall be eligible for other leaves in accordance with the leave policies set forth in the PBS Employee Handbook and applicable to PBS employees generally, which policies may be changed from time to time in PBS's sole discretion. PBS shall notify the Union of the addition or cancellation of any such leaves, or of any material change to any then-existing leave policy. Currently, the other leaves set forth in the Employee Handbook to which employees covered by this Agreement shall be eligible include:

- Maternity/Paternity Leave
- Bereavement/Funeral Leave
- Critical Care Leave
- Jury Duty
- Military Leave
- Voting
- Family and medical leave (in accordance with applicable law)
- Leave of Absence

Section 7.04. Emergency Weather: If PBS is closed due to a weather emergency, bargaining unit members who are scheduled to work and come to work will accrue personal leave for hours worked during the closure, as follows:

(a) If PBS is closed for a full business day due to inclement weather, employees who work any number of hours on the day PBS is closed will receive eight (8) or ten (10) hours of personal leave, as applicable based on their shift. This rule applies even if the employee's shift does not fall within PBS's regular business hours, and/or the employee works part of his/her shift on the day before or after the closure. For example, if PBS is closed due to weather on a Monday, all of the following employees who came to work would receive ten (10) hours of personal leave: (1) an employee whose shift began at 7:00pm on Sunday and ended at 5:00am on Monday, (2) an employee whose shift ran from 9:00am to 7:00pm on Monday, and (3) an employee whose shift began at 6:00pm on Monday and ended at 4:00am on Tuesday. An employee will receive the 8- or 10-hour personal leave allotment only once, even if he/she works two different shifts on the day of the closure. For example, with respect to the employee described in (1) above, whose shift begins on Sunday evening and ends on Monday morning, if the employee returns to work for his/her next shift on Monday evening and works into Tuesday morning, the employee will receive a total of ten (10) hours of personal leave for his/her work on Monday.

(b) If PBS opens late due to inclement weather, employees who work any number of hours between 12:00am on the day of the delayed opening and the time of the delayed opening will receive personal leave hours equal to the number of hours PBS's opening was delayed. For example, if PBS opens at 11:00am on a Monday due to emergency weather, and PBS's normal opening business hour is 9:00am, all of the following employees who came to work would receive two (2) hours of personal leave: (1) an employee whose shift began at 7:00pm on Sunday and ended at 5:00am on Monday, (2) an employee whose shift ran from 5:00am to 3:00pm on Monday, and (3) an employee whose shift ran from 9:00am to 7:00pm on Monday. In contrast, an employee whose shift began at 11:00am on Monday or anytime thereafter that day would not receive personal leave for any hours worked that day.

(c) If PBS closes early due to inclement weather, employees who work any number of hours between the time of the early closure and 11:59pm on the day of the early closure will receive personal leave hours equal to the number of business hours PBS was closed. For example, if PBS closes at 3:00pm on a Monday due to emergency weather, and PBS's normal closing business hour is 5:30pm, all of the following employees who came to work would receive two and a half (2.5) hours of personal leave: (1) an employee whose shift ran from 9:00am to 7:00pm on Monday, (2) an employee whose shift ran from 2:00pm on Monday to 12:00am on Tuesday, and (3) an employee whose shift ran from 7:00pm on Monday to 5:00am on Tuesday. In contrast, an employee whose shift ended at 3:00pm or any time prior to 3:00pm on Monday would not receive personal leave for any hours worked that day.

(d) If there is inclement weather on a weekend, when PBS is always closed for business, the decisions of the Office of Personnel Management regarding work hours for federal government offices that are normally open on weekends will be used to interpret the above rules, and PBS's normal business hours will be deemed to apply for such weekend days. For example, if OPM indicates that the federal government is closed due to inclement weather on a Saturday, then the language in section (a) above would apply for PBS employees scheduled to work on that

Saturday. Similarly, if OPM indicates that the federal government will have a delayed opening on a Saturday, then the language in section (b) above would apply for PBS employees scheduled to work on that Saturday, and PBS's regular business hours will be deemed to apply to that Saturday in order to determine how many "delay" hours would count when calculating personal leave accrual.

If PBS is closed due to a weather emergency, bargaining unit members who are scheduled to work but do not come to work will be required to use vacation or personal leave for the hours not worked.

Notwithstanding the provisions of Section 7.02, any bargaining unit members who accrue personal leave during the period from September 1 through December 31 in any contract year as a result of working during a weather emergency under the terms of this section shall have until June 30 of the year following the year in which the personal leave was accrued to use such leave.

If an employee has come to work and, due to an emergency weather situation, (a) PBS requests that an employee who has come to work remain at PBS past the end of his/her regular shift in order to keep operations on the air and/or cover for other employees who have not come to work, or (b) an employee requests the ability to remain working at PBS due to impassable road conditions, and PBS approves such request, then PBS shall pay employees as described below for each hour that they remain "sheltered in place" at PBS under such conditions, provided that they work hours during this shelter in place period to keep operations on the air and/or cover shifts of other employees who have not come to work. During any shelter in place period, employees will be paid their standard base rate for the first shift worked (including any applicable differentials), and shall be paid at the overtime rate (including any applicable differentials) for all time they remain at PBS after the first shift, including hours in between shifts, the next regularly scheduled shift, and so forth. For the sake of clarity, employees need not work every single hour of the shelter in place period to receive shelter in place pay for all hours they remain at PBS as set forth herein; but they must work some hours during this period to keep operations on the air and/or cover shifts of other employees to be eligible for shelter in place pay. Under such circumstances, PBS will provide meals to all employees who are sheltered in place at the facility, taking into consideration the amount of notice PBS received regarding the weather emergency and the road conditions around PBS's facility. Employees who receive pay during any period when they are "sheltered in place" at PBS under such circumstances will not also accrue personal leave for hours worked during such period; in other words, the payment provided in this paragraph is in lieu of, and not in addition to, accrual of personal leave under the first paragraph of this section for those hours when an employee is "sheltered in place" at PBS.

PBS may, in its sole discretion, authorize employees to secure overnight lodging during periods when weather conditions are such as to call into question whether PBS would have adequate coverage but for the employees lodging in the vicinity, or when the weather is such that it would imperil the safety of the employee to travel. Employees who are lodged for the

convenience of PBS will be expected to report to work for the following shift, unless directed otherwise by PBS. Lodging will be at the expense of PBS. If employees are lodged at the expense of PBS as set forth in this paragraph, they will not be eligible to receive shelter in place pay for hours worked during the weather emergency as provided in the preceding paragraph. However, employees lodged at the expense of PBS will accrue personal leave for hours they work while PBS is closed for inclement weather, as described in the first part of this section.

Section 7.05. Union Leave: The Company will arrange a long-term leave of absence for Union activity for any employee elected to a NABET office for a specific period of time, subject to the terms of the Company's then-existing policy for long-term leave (if any), except as otherwise modified by this Section 7.05. Requests for extension of such periods shall be granted provided that the total period of the original leave of absence and any extension thereof shall not exceed three (3) years in duration. Such employee must notify PBS of his/her intention to take such leaves, or extensions thereof, as soon as he/she knows he/she will be taking such leave, but in no event less than four (4) weeks before his/her date of departure. Under no circumstances shall the provisions of this paragraph apply to more than one (1) employee at any given time without prior approval by PBS.

In addition to the leaves of absence granted pursuant to the foregoing, the Company shall provide short-term leaves of absence under this section under the following circumstances:

(a) Up to three (3) employees may take leave for a period not to exceed three (3) calendar days for the purpose of participating in an arbitration involving PBS. PBS, in its discretion, may approve leaves for more than three (3) employees and/or extensions of the 3-day period when given sufficient notice.

(b) Up to three (3) employees may take leave for the purpose of participating in contract renewal negotiations with the Company.

All of the aforementioned short term leaves of absence shall be granted at times that are reasonable and practical to accommodate. PBS shall pay employees for any periods of short-term leave taken pursuant to this section, which pay shall be reimbursed to PBS by the Union. Reasonable notice for short term leaves of absence for Union activity shall be given to the Company by the Union.

An employee granted a leave of absence pursuant to this paragraph shall accrue seniority for all purposes during such leaves of absence or any extension(s) thereof granted hereto.

## **ARTICLE VIII: HEALTH AND WELFARE BENEFITS**

Section 8.01. Full-time and part-time employees shall be eligible for benefits in accordance with the benefit policies set forth in the PBS Employee Handbook and applicable to PBS employees generally, and in accordance with the applicable benefit plan documents. Standby



Employees are generally ineligible for PBS benefits, but may be eligible for some benefits in accordance with the benefit policies set forth in the PBS Employee handbook and applicable to PBS employees generally, and in accordance with the applicable benefit plan documents and applicable law. PBS reserves the right to modify or terminate any benefit plan it offers (including the insurance carrier used) at any time, in its sole discretion. If a conflict exists between the benefit policies set forth in the Employee Handbook and the benefit plan documents, the benefit plan documents control. PBS shall notify the Union of the addition or cancellation of any benefits, or of any material change to any then-existing benefit plan.

Currently, the benefits maintained by PBS include:

- Medical, Dental, and Vision Insurance
- Life Insurance and Accidental Death & Dismemberment Insurance
- Business Travel Accident Insurance
- Long Term Care Insurance
- Flexible Spending Accounts
- COBRA Benefits (in accordance with applicable law)
- Short Term Disability
- Long Term Disability
- Work/Life Programs
- Training & Educational Assistance Programs
- Various Additional Voluntary Benefit Programs

#### **ARTICLE IX: RETIREMENT PLAN**

Section 9.01. Employees shall be eligible to participate in the Company's retirement plan in accordance with the retirement policy set forth in the PBS Employee Handbook and applicable to PBS employees generally, and in accordance with the applicable retirement plan documents. PBS reserves the right to modify the retirement plan at any time, in its sole discretion. PBS shall notify the Union of any material change to the retirement plan.

#### **ARTICLE X: NO STRIKE PROVISION**

Section 10.01: During the term of this Agreement, there shall be no strikes, sit-downs, sympathy strikes, slowdowns, work stoppages, interference with work or business, boycotts, or interference with the Company's operations. The parties specifically intend to prohibit all forms of strikes, stoppages of work, or other interference with work or operations during the term of this Agreement. The parties specifically agree that this provision is not coterminous with the grievance and arbitration provisions of this Agreement. However, this provision shall not apply if the Company fails to comply with an arbitrator's award unless the Company files an action within five (5) working days of the receipt of the arbitrator's entire award and opinion (if rendered) by an officer of PBS in a court of competent jurisdiction seeking to overturn the award and at the same

time files a motion to expedite the hearing of the case. Such motion must state that the arbitrator's award, if complied with, would have a significant and detrimental economic or operational impact on PBS.

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 only, nor shall the Company take any disciplinary action against an employee for his/her refusal to cross a lawful picket line established by the National Association of Broadcast Employees and Technicians or the Communications Workers of America.

This clause shall not abridge an individual employee's right under the National Labor Relations Act to honor a picket line nor shall it abridge the rights of PBS under the Act. The Union shall take no action to influence the employee's decision in this circumstance.

The Company agrees not to lockout the employees during the term of this Agreement.

Section 10.02: In order to effect an orderly transition should a strike occur, the Union agrees to notify the Company at least eight (8) hours prior to the employees' participating in such a strike. It is expressly understood that this Section 10.02 shall survive the expiration of this Collective Bargaining Agreement between the parties.

## **ARTICLE XI: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 11.01. Grievance Procedure: A grievance within the meaning of this Article shall be any disagreement or difference between the parties hereto concerning the application or interpretation of the provisions of this Agreement. The Company and the Union acknowledge the right of any individual employee to present a grievance directly to the Company and to have such grievance adjusted without the assistance of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and shall not constitute a precedent. No employee shall be required to so proceed except at his option, and if the matter is not satisfactorily adjusted, he/she may proceed through the Union Steward as set forth in Section 11.02.

Section 11.02. Meeting With Union Steward: The employee and the Union may elect to proceed by contacting the designated Union Steward. The grievance shall be discussed promptly by such Steward and the designated Management Representative for the purpose of attempting settlement. The Company representative shall have ten (10) calendar days in which to attempt to effectuate a satisfactory resolution of the grievance. If the grievance is not satisfactorily resolved at the end of ten (10) calendar days, then the grievance shall be deemed denied and the parties or either of them may proceed to formal resolution as hereinafter provided.

Section 11.03. Written Grievance: Should the grievance remain unresolved after such effort, it shall be reduced to writing. Union grievances filed on behalf of an employee or employees

shall be signed by the employee, any Company-employed Union representative or the President of NABET, Local 31. The written grievance shall state the essential facts involved, including the approximate date or dates when the underlying act or conduct occurred, the particular section(s) of this Agreement alleged to have been violated and the relief sought by the grievant.

Said written grievance shall be filed within thirty (30) calendar days from the date on which the act or conduct on which the grievance is based occurred, or became known or should have been known to the grievant through the exercise of reasonable diligence.

The written grievances shall be filed with the designated Management Representative.

Section 11.04. Grievance Meeting: The Company agrees to meet with the designated Union committee for the purpose of adjusting all disputes arising hereunder. The Company and Union shall have a maximum of three (3) participants each. Such a meeting with the Company and the Union committee will take place not later than fourteen (14) calendar days after receipt of the written grievance.

However, if Sections 11.01 and/or 11.02 are by-passed, the Union recognizes that no more than two (2) Company representatives may meet with the grievant on Company time to ascertain the facts and circumstances involved in the grievance; a Union representative may be present at the meeting if requested.

If no meeting is held within the fourteen (14) day period, the grievance shall be deemed denied and the parties may proceed to formal resolution as set forth in Section 11.05.

If the Company schedules the grievance meeting during a designated Union participant's working hours and if one (1) or more such Union participants are PBS employees, only one (1) PBS employee shall not lose any wages as a result of his/her attendance. However, in no case shall any PBS employee be paid overtime for his/her participation in the meeting.

Section 11.05. Request for Arbitration. If the grievance is not resolved within ten (10) calendar days after the meeting provided for in Section 11.04 takes place or if no meeting took place, within ten (10) calendar days following the expiration of the fourteen (14) day period set forth in Section 11.04, either party may within ten (10) calendar days request arbitration by delivering a signed written notice to that effect directed to the other party and to the Federal Mediation and Conciliation Service, requesting a panel of seven (7) arbitrators. The parties agree to select an arbitrator from the list by mutual agreement or by alternatively striking names until one name is left within fifteen (15) calendar days of receipt. Failure by a party to engage in choosing an arbitrator within fifteen (15) days shall constitute acceptance by that party of all names thereon. Where the foregoing results in more than one (1) acceptable arbitrator, and one (1) or more of such arbitrators is available to hear the grievance within three (3) months of the date the parties contact him/her regarding selection, then the arbitrator selected must be from among such available arbitrators.

Section 11.06. Failure to Submit Item for Arbitration: Failure to submit any item for arbitration within the ten (10) day period set forth in Section 11.05 shall be construed as abandonment of the grievance. A grievance which has been abandoned or withdrawn shall not be used as a precedent and no other grievance may be filed based upon the same incident or incidents which were the subject of the grievance.

Section 11.07. Arbitrator's Award: A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. The arbitrator selected by the parties will be made aware of this contract provision upon selection and the parties will ask that he/she confirm his/her ability to comply with this contractual requirement upon his/her selection. The final decision shall be binding upon both parties and each of them will promptly comply.

Section 11.08. Expenses of Arbitration: The fee and expense of the arbitrator shall be borne equally by the Union and the Company.

Section 11.09. Authority of the Arbitrator: The arbitrator shall have the authority to apply the provisions of this Agreement and render a decision on any grievance properly coming before him/her, but he/she shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement. Further, the arbitrator shall have authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to determine the grievance.

Section 11.10. Back pay: In the event an arbitrator awards a grievant back pay in any arbitration that involves time off from work as a result of layoff or discipline, including time off as a result of discharge or suspension, any unemployment compensation received by the grievant or other compensation earned if the grievant had not been off work, shall be deducted from any back pay to the grievant.

Section 11.11. Adherence to Time Limits: All grievances not processed in strict accordance with the time limits prescribed in this Article shall be deemed waived. Extensions of the said time limits may be accomplished only in writing, signed by the Union and the Company. It is agreed that no grievance arising after the expiration of this Agreement shall be subject to the grievance and arbitration provisions contained in this Article.

Section 11.12. NABET Inspections: For the purpose of understanding operating problems and grievance situations, a duly authorized representative of NABET may investigate or inspect operations of the Company covered by this Agreement during regular office hours and, in such manner as not to disturb the normal operations of the Company. Prior to arrival, he/she will notify the Department Manager or his/her designee of his/her proposed visit and its purpose.

Section 11.13. Scheduling/Union Meetings: PBS will schedule grievance meetings in a way which reasonably accommodates the Local Union President's or his/her designee's schedule and will reasonably accommodate such Union representative's request for meetings on other labor matters.

## **ARTICLE XII: RESIGNATION, DISCIPLINE AND TERMINATION**

Section 12.01. Resignation: Absent unusual circumstances, an employee shall give written notice of his/her resignation to the Company at least two (2) weeks prior to the date on which the employee intends to cease his/her employment with the Company.

Only employees who have completed their probationary period shall receive pay for unused vacation leave that has accrued when resignation is the reason for termination of employment.

Employees who resign are not eligible for severance pay, but such employees can purchase, at their own expense, the health and life insurance- provided by this Agreement for so long as allowed by PBS' insurance carrier beyond the date on which they terminate their employment with PBS.

Notwithstanding any of the above provisions, employees who do not provide the Company with at least two (2) weeks' notice of resignation shall have their unused vacation leave reduced by the number of regularly scheduled work days short of such two (2) weeks' notice. In no event shall vacation leave be reduced by more than eighty (80) hours as a result of this provision.

Section 12.02. Disciplinary Action: The right to discipline and discharge employees for just cause shall remain the prerogative of the Company. The Company will notify the Local Union of any discharge or suspension without pay as soon as possible but no later than seven (7) calendar days after taking action. Disciplinary grievances involving time off without pay or discharge may proceed directly to the formal resolution process as set forth in Sections 11.03 through 11.12. Other disciplinary action shall be subject to both the informal and formal steps of the grievance process. It is PBS' intent that discipline shall be applied uniformly in similar situations; however, the Union recognizes that because each situation may be different, it may be impossible to compare one to another. The arbitrator shall set forth the specific reasons supporting his or her determination.

Inadvertent errors which are attributable to extraordinary workloads resulting from the performance of multiple functions will not be subject to disciplinary action.

Section 12.03. Discharge: Except where an employee has been discharged for serious misconduct, the Company shall give the employee to be discharged two (2) weeks' written notice with pay, and during such two (2) week notice period, the Company may, at its option, require the employee to work during any part of such notice period.

In the event an employee is discharged and a grievance is filed over such discharge, the affected employee may purchase, at his/her own expense, an individual health and life insurance policy pending final resolution of the grievance so long as such purchase is within thirty-one (31) days following the last day of the calendar month during which the employee ceased work.

Should the discharged employee be found, by arbitration adjudication, to have been unfairly discharged, PBS agrees to reimburse the employee all costs for the individual health and life insurance policies.

Section 12.04. Termination Procedures: The Human Resources Department will contact the employee and arrange an exit interview at the time of termination. The employee's final paycheck will not be issued until the employee turns in all PBS issued items including, but not limited to, ID card, keys, parking pass, credit cards, tools and any other PBS equipment. Benefit coverage, termination and conversion rights will be explained to the employee at such time.

Section 12.05. Severance Pay: The Company agrees to provide severance pay, under the conditions established below, to those eligible employees.

The amount of severance pay to which an eligible employee is entitled is based upon the employee's Total Company Seniority and the employee's straight time base rate as of the date of termination.

Only employees who have completed their initial 120-day probationary period with the Company are eligible for the severance pay set forth below; employees who resign of their own accord and employees who are discharged for cause are not eligible for such severance pay.

Eligible employees shall be entitled to severance pay in accordance with the following schedule:

Total Company Seniority	Amount of Severance Pay
3 mos - 1 year	equivalent of two (2) weeks' pay at the employee's straight time base rate
1 year - 2 years	equivalent of one (1) month's pay at the employee's straight time base rate
2 years - 5 years	equivalent of one and one-half (1-1/2) months' pay at the employee's straight time base rate
5 years - 10 years	equivalent of two (2) months' pay at the employee's straight time base rate
10 years -15 years	equivalent of two and one-half (2 1/2) months' pay at the employee's straight time base rate
15+ years	equivalent of four (4) months' pay at the

employee's straight time base rate.

Employees who receive severance pay are eligible for health and dental insurance coverage, and PBS will continue making a retirement plan contribution during the severance pay period.

Laid off employees shall receive severance pay in a lump sum at the time of layoff. In the event a laid off employee is recalled to work, such employee shall be entitled to future severance pay on the basis of seniority, beginning with the date of return to work.

### **ARTICLE XIII: MANAGEMENT RIGHTS**

Section 13.01: It is agreed that the Company retains the sole and exclusive right to manage and operate its business. Specifically, it is agreed that so long as it is not inconsistent with, or in contravention of, any provision of this Agreement, the Company reserves the right to direct the Company's working force, including the size thereof, as well as the right to select and hire employees, the right to promote, layoff, transfer, discharge or discipline employees, the right to assign work, the right to maintain discipline and efficiency of employees (including the right to establish reasonable rules and regulations governing the conduct of employees, the right to establish and maintain work standards, and the right to promulgate and revise standard operating procedures for the conduct of business), the right to be the sole judge of all matters pertaining to equipment, products, and services (including the right to determine the source of supply of materials), the right to determine exclusively the methods and procedures of operations and services and the services to be provided (including the right to change existing methods or procedures), the right to introduce new and improved methods and procedures, the right to sell, discontinue or shutdown all or any part of its operations or facilities, whether on a temporary or permanent basis, the right to determine and restructure the number, location and types of departments, sub-departments, and operations, the right to increase or decrease operations, the right to determine the number of employees to be hired or retained at any time, the right to determine job classifications including the right to determine the number of employees in a particular job classification at any given time, the right to determine and alter schedules, and the right to fix hours of employment, including the number of shifts and the beginning and end of the work shifts. The foregoing enumeration of management functions shall not be deemed to exclude other management functions not specifically listed herein.

### **ARTICLE XIV: MISCELLANEOUS**

Section 14.01. Non-discrimination: The Employer agrees that there shall be no discrimination against any applicant for employment for a position covered by this Agreement on account of such applicant's race, creed, color, religion, sex, national origin, sexual orientation, marital status, veteran's status, disability (as defined by applicable federal law), genetic information (as defined in the Genetic Information Nondiscrimination Act), or age (as defined in

the Federal Age Discrimination in Employment Act). The Employer and the Union agree that there shall be nondiscrimination against any employee covered by this Agreement on account of such employee's race, creed, color, religion, sex, national origin, sexual orientation, marital status, veteran's status, disability (as defined by applicable federal law), genetic information (as defined in the Genetic Information Nondiscrimination Act), or age (as defined in the Federal Age Discrimination in Employment Act). The Employer and the Union each further agree that there shall be no discrimination, interference, restraint or coercion by either of them or their agents against any employee because of an employee's membership or non-membership in the Union or because of an employee's participation or non-participation in Union activities, except as permitted under the National Labor Relations Act, as amended.

As used in this Agreement, the masculine and feminine import one another.

Section 14.02. Layoffs and Recall:

(a) Layoffs: Layoffs in all Technical Areas other than the Edit Unit shall be in inverse order of Bargaining Unit Seniority within the Technical Area where the layoff(s) is to occur. For purposes of layoffs only, the Technical Areas (other than the Edit Unit) are defined as follows: (1) NOC Maintenance and MOC Maintenance; (2) NOC; and (3) MOC. In the case of layoffs in the Edit Unit, PBS shall have sole discretion to determine which editor(s) to lay off based on editor level, client preferences, and business needs; provided, however, that if PBS elects to lay off a particular editor in accordance with these provisions, and if such editor has more Bargaining Unit Seniority than at least one Technician in the MOC, the editor can elect to move to the MOC and become an MOC Technician in order to avoid layoff. Under such circumstances, PBS shall lay off the most junior Technician in the MOC to make room for the displaced editor.

When the Employer determines that layoffs are necessary in a particular Technical Area(s), the Employer in its sole discretion shall determine the number of employees to be laid off. If layoffs are to be limited solely to probationary employees, the Employer, in its sole discretion, shall determine which particular employees are to be laid off. If layoffs are to include full-time and part-time employees, as well as Probationary Employees, the Employer agrees to layoff Probationary Employees first. Notwithstanding any other provision contained in this Agreement, the Employer retains the absolute right to determine which skills must be retained when layoffs are necessary, and whether the layoffs can be confined to Probationary Employees or whether it is necessary to lay off full-time and part-time employees as well. Moreover, the Employer retains the right to determine, so long as its determination is reasonable, that, irrespective of seniority, an employee or employees possess special skills that make it necessary that they not be laid off.

Employees who are laid off shall be eligible for all benefits provided by this Agreement, excluding vacation and sick leave accrual, for the first two (2) weeks of the layoff. After such time, employees on layoff may, at their own expense, retain the health and life insurance



coverage provided by this Agreement for a period of up to three (3) months or whatever is required by law.

(b) Recall: All bargaining unit employees shall be eligible for recall for up to two (2) years. Recall shall be in order of Bargaining Unit Seniority providing that the most senior employee or employees have, in the reasonable judgment of PBS, the necessary skills and qualifications to fill any vacancies which exist.

As soon as practicable after a vacancy occurs, PBS shall send notice of potential recall to the most senior employee on layoff. The employee must notify the PBS Human Resources Department within one (1) week of receipt of such notice of his/her interest in the position. If the employee does not respond, PBS shall send a second notice of potential recall, and the employee will have another week to notify PBS of his/her interest in the position. If the employee expresses interest in the position, PBS shall interview the employee to determine, in its reasonable judgment, if he/she possesses the skills and qualifications to fill the vacancy. PBS shall notify the employee within two (2) weeks of the interview whether recall is available based on the employee's skills and qualifications. If so, the employee must accept or decline the recall within five (5) business days of receiving the offer from PBS. If PBS determines that the employee does not have the skills and qualifications for the position, or if the employee has the skills and qualifications but declines the recall offer, PBS shall follow the same procedure described herein with respect to the next most senior employee on layoff (if any), and so forth. If PBS is able to fill the vacancy via recall in accordance with this procedure, PBS and the employee shall determine a mutually agreeable date for the employee to report to work.

Employees on layoff shall keep their addresses current and stay in contact with PBS. Employees who fail to respond to two (2) notifications of potential recall, who decline an interview for a vacancy, who decline a recall offer, or who accept a recall offer but fail to report to work on the mutually agreed upon date, will be removed from the recall list and shall have no seniority or other rights. Employees who are passed over for a vacancy because they lack the skills and qualifications for the position will remain in the same position on the recall list.

(c) Definition of Special Skills: An employee possessing special skills shall be defined as any of the following:

An employee who is performing a particular job which could not be performed competently by any more senior employee, when any such senior employee is given an adequate opportunity to adjust to that particular job. Adequate opportunity shall mean that the employee would be able to perform the job within one (1) month of occupying the position. The Company will make every reasonable effort to effectively train the employee in his/her new job.

(d) Seniority: In the event that an employee is laid off and returns to the unit within two (2) calendar years, his/her seniority for all purposes upon returning shall be that which he/she had on the date of such layoff. However, if the employee received severance pay pursuant

to Section 12.05, his/her seniority for the purpose of calculating subsequent severance pay accrues only from his/her date of return to work.

Section 14.03. Safety: The Company agrees to continue its efforts to provide and maintain a safe and healthful working environment in Employee working areas, including training in dealing with emergencies. To the extent that tests are conducted regarding the environmental conditions, including but not limited to dust, fumes, temperature and humidity levels of the working areas, the information resulting from such tests shall be made available to unit members upon request.

When an employee is assigned to dangerous working areas (e.g., tower climbing, working beyond interlocks, where there is exposed AC power, where height is a factor), the Company shall assign additional help.

Section 14.04. Educational Assistance:

(a) The Company shall continue to offer employee covered by this Agreement reimbursement for tuition costs for job-related educational courses, under the same terms and conditions as set forth in PBS' Employee Handbook in effect at the time this Agreement is signed. However, employees covered by this Agreement shall be reimbursed for fifty percent (50%) of their tuition costs up to a maximum of two thousand five hundred dollars (\$2,500.00) per calendar year.

(b) The Company shall continue to offer employees covered by this Agreement tuition loan assistance for job-related educational courses, under the same terms and conditions as set forth in PBS' Employee Handbook in effect at the time this Agreement is signed.

(c) In addition, at its sole discretion, the Company may provide reimbursement or partial reimbursement for other educational programs. In determining whether to provide reimbursement, PBS considers the following: (1) whether the program is directly related to the Technician's job; and (2) its budgetary restrictions.

Section 14.05. Parking: The Employer shall provide parking at its facilities for bargaining unit employees in accordance with the same PBS policies which are applied to PBS employees generally at that facility. In applying said policies, employees shall not be required to pay any fee for such parking unless any such fee shall be required of PBS employees generally at the facility. However, if bargaining unit employees are assigned regular (non-overtime) shifts any parts of which fall between the hours of 9 p.m. and 6 a.m., they will be reimbursed by PBS for the cost of parking, regardless of whether other PBS employees are reimbursed.

Section 14.06. Standard Operating Procedures: PBS has, and will continue to develop, standard operating procedures (SOP's) covering certain aspects of work performed by employees. Drafts of new SOP's or revised SOP's will be prepared in consultation with the Supervisor(s) and/or the Technicians (including Editors) in the Technical Area(s) affected and will be distributed to all employees in those Technical Areas for comments prior to being finalized. SOP's will be issued

electronically and made available for reference by all employees. Two master notebooks containing all SOP's for the NOC and the MOC also will be maintained in each of the NOC and the MOC, respectively, for reference by the employees. The two master notebooks and the electronic versions of the SOP's will be filled and/or updated (as applicable) from time to time as new or revised SOP's are issued.

Section 14.07. Written Notices: All written notices required by the provisions of this Agreement shall be given by U.S. mail certified, return receipt requested or by hand to the Company or a recognized agent of the Union.

Section 14.08. Workload: It is the Company's intent not to assign excessive hours of mandatory overtime or excessive work to an employee which would result in excessive mental or physical or nervous strain. If a grievance is filed under this clause and it proceeds to arbitration, the only issue for the arbitrator would be the Company's good faith (i.e., whether the Company assigned the work to the employee with the purpose of causing him/her excessive mental or physical or nervous strain). If the arbitrator finds that this was the Company's purpose, then he/she shall hold a second hearing to determine if the assignment in fact caused the employee excessive mental or physical or nervous strain.

Section 14.09. Training: If necessary, PBS managers or their delegates will make good faith efforts to give individual training to employees prior to their starting a job assignment with which they have no recent or prior experience.

Section 14.10. Transfer of Shop Steward: The Company will not transfer any shop steward or any officer of the Union from one Technical Area to another without prior discussion with the Union and without a bona fide reason. The Union agrees to furnish a list of the respective local stewards and officers to the Company, and to notify the Company promptly in writing of any change in the list.

Section 14.11. Employee Comfort: The Company shall provide to the employees reasonable and adequate facilities for preparation of meals (microwave) and the storage of food (refrigeration) and vending machines which sell soda, snacks and soup in the NOC. The Company shall continue to provide free coffee, tea, and hot chocolate to the employees.

The Company shall continue to provide a lounge and locker facility in the NOC. The lounge facilities shall have adequate resting couches.

Employees may use designated shower facilities in the NOC.

Section 14.12. Notification of Work Assignments: Work assignments shall not be issued without notification to the unit Supervisor and/or the Technical Area Manager, except where such notification is not practical.

Section 14.13. Work Requiring License Under Applicable Building Codes: An employee may not be required to perform work where applicable building codes would require a license.

Section 14.14. Consultation With Employees as to Major Technical Equipment: Where it is practically feasible, the Company shall consult affected employees herein regarding the design, construction and modification of major technical equipment and the associated operating areas.

Section 14.15. Bulletin Boards: The Employer will provide a bulletin board for notices relative to Union matters in the Media Operations Center, Network Operations Center, and the Technical Maintenance Centers.

Section 14.16. NAB Convention and Engineering Conference: So long as PBS participates in the annual NAB convention and engineering conference, two bargaining unit employees shall be designated to attend the entire PBS engineering conference and at least two days of the NAB convention each year. The expenses of attendance shall be paid pursuant to Section 4.11 of this Agreement. The bargaining unit employees shall be designated in accordance with the following procedure. Individuals who, as of the date of ratification of this Agreement, have not already attended the NAB convention and engineering conference (hereinafter, "Conference") shall be eligible to attend pursuant to this Section 14.16 if they received a "High Performer" or "Top Performer" evaluation for the contract year preceding the Conference. PBS shall inform the Union which employees are eligible to attend the Conference in accordance with the requirements in the prior sentence within two (2) months after the completion of the evaluation process for the contract year preceding the Conference. The Union shall then select the two individuals who shall attend the Conference from the list of eligible employees. Once an individual attends the Conference, that individual – and any individual who has attended the Conference as of the date of ratification of this Agreement – shall not be eligible for consideration pursuant to this Section 14.16 until all employees who have not yet attended the Conference and are eligible to attend based on their performance evaluation have been designated under this section; provided, however, that such employees may attend the Conference at PBS's request in addition to the two individuals designated pursuant to this section. If any employee is designated pursuant to this section and cannot attend the Conference, that employee shall remain eligible for designation in the future, subject to the requirements set forth above. Once all employees who are eligible to attend the Conference have attended the Conference, PBS shall determine which employees from the full bargaining unit are eligible to attend the Conference based on their evaluations as described above. PBS shall inform the Union which employees are eligible to attend the Conference within the time frame set forth above, and the Union shall then select the two individuals who shall attend the Conference from the list of eligible employees. No employees hired after the date of ratification of this Agreement may be considered for attendance at the Conference until they have received a performance evaluation.

Section 14.17. Annual Meeting: So long as PBS holds an annual meeting, PBS shall send at least one (1) Technician to the annual meeting every year. The expenses of attendance shall be paid pursuant to Section 4.11 of this Agreement. The bargaining unit employee who will attend

the meeting shall be designated in accordance with the procedure described in Section 14.16 for selection of bargaining unit employees to attend the NAB convention and engineering conference. The same Technician shall not attend the NAB convention and engineering conference and the annual meeting in the same year.

## **ARTICLE XV: JURISDICTION**

Section 15.01. Jurisdiction: Employees employed under this Agreement will have primary responsibility for the installation, operation, maintenance, modification, and repair of technical equipment at PBS' Metropolitan, Washington, D.C. facilities to the extent that this work was performed on the date of execution of this Agreement. The term "primary responsibility" does not mean that the bargaining unit must perform exactly the same technical work as it did on the execution of this Agreement or perform such work in the same proportion or percentage. It does mean that taken as a whole, the work described above shall be principally performed by employees in the bargaining unit.

Consistent with the above, it is recognized that PBS has the right to utilize non-bargaining unit personnel to perform particular technical work, even where it would otherwise be within the jurisdiction of the Union, where in the exercise of its business judgment, PBS believes it should do so. However, before PBS makes any major assignment of the technical work described in the first paragraph or makes any policy decision regarding the assignment of technical work that may have a substantial adverse impact on the bargaining unit, PBS shall consult with the Union through the Joint Conference and obtain its views. While the final decision regarding the assignment shall be in the discretion of PBS, the Company will make efforts to utilize the skills of the bargaining unit consistent with considerations of flexibility, economy, and efficiency, both with regard to work performed on the date of the execution of this Agreement and to new technical work of the kind traditionally performed by bargaining unit employees.

The following are examples of the kinds of functions that might be performed by either bargaining unit or non-bargaining unit personnel, or both:

(1) Editing of tapes and files, including off-line editing, where the product of such editing is not for broadcast purposes (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable), where it is preliminary editing in preparation for the final editing process, or where the editing relates to digital products or services for direct to consumer PBS or third party applications or platforms;

(2) Graphics work created on a computer and used for broadcast purposes (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable);

(3) Preparation of materials used for broadcast (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable) as a result of the operation of computers and other multiple use devices which are not utilized exclusively for broadcast origination;

(4) Data entry for library 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;

(5) Visual technical evaluation of tapes;

(6) Cassette recording for content screening and/or archival purposes;

(7) Designing, testing, constructing prototypes, performance testing and modifying equipment;

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

(9) Performing quality control checks of technically evaluated and/or technically impaired programs;

(10) Testing of new or existing procedures, situations where the work is necessitated by an unanticipated workload which could not be scheduled in advance, where the performance of such work is minimal and/or incidental to the operation; where a bona fide emergency exists;

(11) Performance of work in connection with feeds which do not originate from PBS' Metropolitan, Washington, D.C. facilities.

The parties recognize that the by-laws of PBS currently prevent its production of programs. However, should PBS by-laws be amended to allow program production, unit employees shall perform all unit work in connection with the production of such programs at its Metropolitan, Washington, D.C. facilities. This paragraph shall not, however, in any way negate PBS rights as set forth above.

PBS may also assign additional work of a technical nature to employees employed under this Agreement which they had not previously performed. Where such is the case, no jurisdictional rights shall be created.

Notwithstanding anything to the contrary above, PBS shall have the right to subcontract work of such nature as equipment maintenance and repair work (including, for example, but not limited to, work of such nature as air conditioning maintenance, emergency generator maintenance, computer equipment maintenance, and the maintenance of broadcast equipment); installation and modification of technical equipment; fabrication of subsystems; equipment calibration; studio production; the preparation of meeting presentations and similar activities; the production of promos and/or promotional material; technical evaluation of tapes; dubbing and recording; editing; and non-public television feeds. PBS may also subcontract work requiring skills beyond those for which the bargaining unit employees were hired.

For purposes of this Agreement, public television feeds shall be defined as the National Program Service (as it may be delineated by PBS' program schedule as it may be modified from time to time by PBS), and any delay feeds thereof, Morning Children's Block, Saturday How- To, and Soft Service.

Section 15.02. Facilities: Consistent with this Article, the Company may permit anyone other than PBS to use its technical area premises, facilities and/or equipment owned, operated or controlled by it only where both of the following conditions are met:

(1) The work performed is not being performed for PBS; and

(2) The performance of such work by persons outside the Company does not have a substantial and direct adverse impact on the work performed by bargaining unit employees.

The following constitutes examples of how this clause would operate:

(1) If PBS had equipment available that was not needed for PBS work, and if PBS were able to market services on such equipment to an outside customer, PBS would first seek the customer's agreement to have bargaining unit employees perform such work; however, if this could not be arranged, non-bargaining unit people hired by the outside customer could operate such equipment when used for the outside customer's work.

(2) If equipment were made available to PBS from an outside company for the purpose of performing work for the outside company, PBS would first seek such company's agreement to have bargaining unit employees perform the work; however, if this could not be arranged, non-bargaining unit people hired by the outside company could operate such equipment when used for such company's work.

This Section 15.02 shall not in any way interfere with any rights PBS has under Section 15.01 of this Agreement.

## **ARTICLE XVI: TERM OF AGREEMENT**

Section 16.01. Effective Dates: This Agreement shall be in effect from July 1, 2019 through the 30th day of June, 2022, and shall continue in effect from year to year unless either party provides the notice of intent to modify or terminate set forth in Section 16.02.

Section 16.02. Method of Modification/Termination: In order to modify or terminate this Agreement, the party seeking such modification or termination must give written notice to the other party of its intention to seek modification or termination of the Agreement at least sixty (60) days prior to the date on which the Agreement is due to expire. Failure to provide such timely notice will convert the Agreement into a year-to-year contract, with said sixty (60) day notice being required before the Agreement can be modified or terminated.

Section 16.03. Negotiations For A New Agreement: Should timely notice of intent to modify or terminate the Agreement be provided by either party, within forty-five (45) day of the receipt of such notice the parties shall commence negotiations for a new agreement. In the event the parties are unable to reach agreement on a new contract before the expiration date of the Agreement then in effect, the parties may mutually agree, in writing, to extend the due-to-expire Agreement for the purpose of maintaining harmonious labor relations pending the execution of a new agreement.

Section 16.04. Invalidity of Provisions Within: If any specific provision of this Agreement is determined to be invalid by statute, administrative or judicial decision (provided the time for appeal for such decision has expired with no appeal having been made), the parties shall conform their conduct to satisfy the requirements of such statute, administrative or judicial decision. The remainder of this Agreement shall not be affected by any such determination and shall continue in full force and effect as provided herein.

[Signature Page Follows]

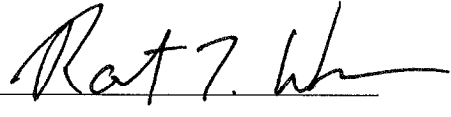


Public Broadcasting Service

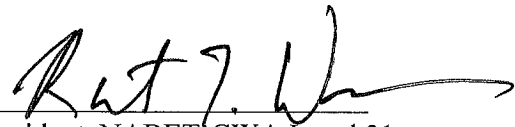
National Association of Broadcast Employees  
and Technicians, Communications Workers of  
America, AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

Date: 7/3/19

By: 

Date: 7/9/19

By:   
President, NABET-CWA Local 31

Date: 7/9/19

APPROVED:

By: 

Date: July 11, 2019

LETTER OF AGREEMENT

(Side Letter A)

1. The Employer will notify the Local Union in writing within seven (7) days after the commencement of work of a new full-time, part-time, or Standby Employee, and (b) a change in status of any full-time, part-time, or Standby Employee (e.g., from part-time to full-time, from standby to regular full-time, etc.). Notice under subsection (a) shall include the employee's name, address, telephone number, place of assignment, and employment status. Notice under subsection (b) shall include the employee's name, place of assignment, prior employment status, and new employment status.

The Company, upon request of the Local Union, will supply such Local Union status sheets showing wage changes (other than daily and weekly upgrading and general wage adjustments), leaves of absence of longer than one (1) week, and terminations, resignations, and transfers out of the bargaining unit which have taken place in the active employment roster during the preceding month.

2. The parties recognize that so-called "union security" clauses requiring union membership as a condition of employment thirty (30) days after an employee's employment with a company are illegal in the State of Virginia. However, should legislation be enacted in the State which makes such clauses permissible, or should PBS establish a workplace not subject to the laws of Virginia and where such clauses are permissible, PBS will, upon request of NABET, insert in an appropriate place, language identical to the language contained in the first paragraph of Section 1.03 of the 1984-1987 Collective Bargaining Agreement covering technicians. Standby Employees shall be subject to this side letter, but only after they have worked at PBS a total of one hundred sixty (160) hours.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By: 

Mario Vecchi  
Chief Technology Officer

Date: 7/3/19

By: 

Date: 7/9/19

## LETTER OF AGREEMENT

### (Side Letter B)

The ground rules for Supervisor shift assignments in the Network Operations Center are as follows:

1. The Supervisors will work shifts on a rotating basis. Each Supervisor will rotate through Day shifts, Night shifts, and the Vacation Relief/Special Project shifts.

2. The shifts will be rotated during the first week of January, May, and September.

3. The exact dates of the shift changes will be moved by a week or so if the Supervisor shift change coincides with a Technician's shift pick going into effect.

4. The Supervisor coming off the Vacation Relief/Special Project shift will replace the Supervisor who is going to the Vacation Relief/Special Project shift on the Day/Night rotation (Exact arrangements will be flexible.)

5. Vacation Relief/Special Project shifts are assigned on a rotating basis by bargaining unit seniority. The most senior Supervisor will start and it will proceed to the least senior and restart at the most senior.

6. New Supervisors will be slotted into the rotation in place of the Supervisor they are replacing (i.e., Day, Night, or Vacation Relief/Special Project shift.)

7. Shift swaps between Supervisors are allowed subject to management approval.

8. The Vacation Relief/Special Project rotation will be adjusted if a new Supervisor, just promoted, is below the current Vacation Relief/Special Project Supervisor in Bargaining Unit Seniority. Otherwise the new Supervisor will be put on the Vacation Relief/Special Project rotation on the next round (i.e., when the rotation re-starts with the most senior person).

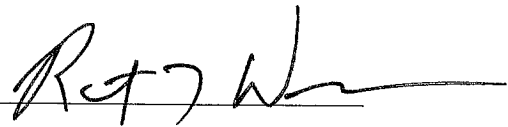
9. "In" and "out" times of Supervisor's Day and Night shifts may be changed by management at any time provided that thirty (30) days' notice is provided to affected Supervisors.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

Date: 7/3/19

By: 

Date: 7/9/19

LETTER OF AGREEMENT

(Side Letter C)

Supervisors included within the unit play an important role in the operation of the various technical areas. They are in a position where they are aware of the activities within the technical areas, and know the strengths and capabilities of Technicians. For this reason, they may be asked to give PBS management evaluative information on Technicians. PBS cannot deliver high quality service without this information.

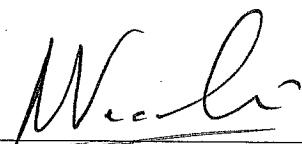
It is understood that unit Supervisors are not primarily responsible for the evaluation of Technicians nor are they responsible for Technician discipline. Thus, while a Supervisor may be asked to provide evaluative information to the Company (as opposed, to a report on what caused a particular incident or problem to occur), such information shall not be admissible in any disciplinary proceeding involving any particular employee, unless the Supervisor testifies at an arbitration and gives testimony contrary to the information he or she previously provided to the Company.

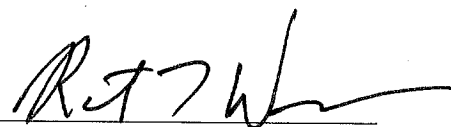
All decisions relating to the skills and job performance of Technicians will be made exclusively by PBS management.

It is further agreed that the provision of evaluative information does not make these individuals "Supervisors" within the meaning of the National Labor Relations Act, as amended.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

By: 

Date: 7/3/19

Date: 7/9/19

LETTER OF AGREEMENT

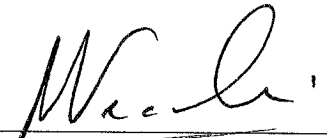
(Side Letter D)

It is not the intent of PBS to layoff any bargaining unit employees. However, should the Company's economic circumstances change, we would discuss any potential layoff with the Union before such a layoff took place. Moreover, should a layoff be contemplated, we would, if we could practically do so, reassign any bargaining unit work performed by non-bargaining unit PBS employees back into the bargaining unit if such reassignment would mitigate the layoff.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:

  
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Mario Vecchi

Chief Technology Officer

Date:

7/3/19

By:

  
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Date:

7/9/19

LETTER OF AGREEMENT

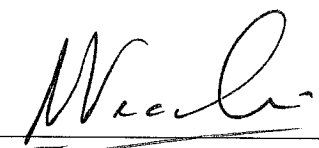
(Side Letter E)


Training provided by the Company to employees within the unit plays a vital role in the operation of various technical areas. The parties agree that training sessions offered by the Company should be made available to all Technicians where practical and in the most efficient manner.

It is further agreed, that the Technician's daily schedule may be changed for the day or days of each training session so that the Technician's assignment to the training session will be during their workday. The Company shall make every effort to give Technicians notice of training sessions as far in advance as possible to allow Technicians a reasonable amount of time to arrange their schedules.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

By: 

Date: 7/3/19

Date: 7/9/19

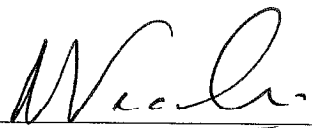
LETTER OF AGREEMENT


(Side Letter F)

The Parties have agreed to language in Section 4.10(a) of the Collective Bargaining Agreement to the effect that for the purposes of that clause and Section 4.10(b), the beginning of the workday refers to the actual reporting to work time. The Parties recognize the occasionally, particularly as a result of last minute scheduling of overtime, it may not be possible to schedule the meal within the initial meal period window without disrupting the schedule. In such circumstances it will not be a violation of the collective bargaining agreement if an employee meal is scheduled outside the window. PBS will make a good-faith effort to assure that employees can take their meal within the initial meal period window.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Marie Vecchi  
Chief Technology Officer

By: 

Date: 7/3/19

Date: 7/9/19



LETTER OF AGREEMENT

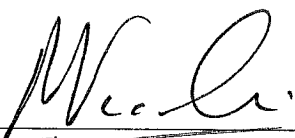
(Side Letter G)

PBS and the Union recognize the importance of training to its success. Consequently, no later than July 31 of each year, PBS shall review its training program, and after input from the Union, prepare a written training outline for the following year. Among the issues to be considered will be the impact of parallel training on screening and other work, training relating to non-linear editing, computer networking and file sharing, advanced training on equipment utilized by bargaining unit employees, and when vendor training is most effective. The outline will then be distributed to each bargaining unit member. PBS intends as part of its training program, to from time to time designate bargaining unit members as "Senior Technician Trainers." The Senior Technician Trainers will be assigned exclusively training responsibilities during either part or entire shifts at the sole discretion of PBS. When a Senior Technician Trainer is assigned to a training shift, the Trainer shall receive a twenty-five per cent (25%) differential on his or her straight time base wage rate for such training responsibilities.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:

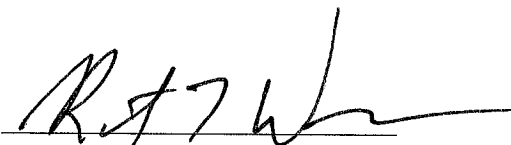


Mario Vecchi  
Chief Technology Officer

Date:

7/3/19

By:



Date:

7/9/19

## LETTER OF AGREEMENT

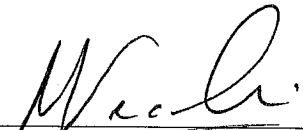
(Side Letter H)

PBS anticipates that during the course of the 2019-2022 collective bargaining agreement, it will be introducing new technology in both the NOC and the MOC. PBS may incorporate new broadcast technology based on Internet Protocol (IP), cloud health, cloud monitoring, and cloud design, which will serve to increase efficiency and ensure that PBS remains at the forefront of the industry. PBS anticipates that any such new technology will require intensive training across all areas within the bargaining unit. The period of training will last approximately 6 months, but it may be longer or shorter, as the technology and business needs dictate.

In light of the need for this intensive training, the parties agree that PBS may temporarily modify the work schedules of Technicians (including Supervisors) in the bargaining unit in order to provide the required training. Such modifications may include changes to both the hours of work and the days of work. For Supervisors, training may result in Supervisors working regular 4- or 5-day weeks, rather than their typical schedule of 8 days on, 6 days off. Employees will be notified of the need to modify their work schedules as soon as practicable, but not less than thirty (30) days prior to the start of the modified work schedule. The training schedule for each Technician shall be in the discretion of PBS. The modified schedules shall provide for 40 hours of work per week, but as always is the case, Technicians may be required or may agree to work overtime during training weeks, as the needs of the business dictate, and they will be paid accordingly.

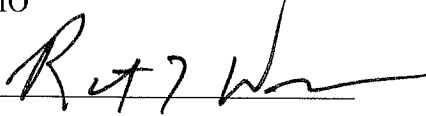
During the training period, employees' regular shifts may be filled by other Technicians or by Standby Employees, pursuant to Section 4.06. During any period when a Supervisor is being trained, PBS will make reasonable efforts to provide a temporary upgrade (TUG) to a Technician in order to fill the Supervisor's regular shift, and use Standby Employee to fill the spot of the Technician being temporarily upgraded.

Public Broadcasting Service

By:   
Mario Vecchi  
Chief Technology Officer

Date: 7/3/19

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By: 

Date: 7/9/19

LETTER OF AGREEMENT

(Side Letter I)

This letter is to record our understanding that notwithstanding anything to the contrary in the collective bargaining agreement, the Company may conclude that a technician should not pick one or more shifts pursuant to Section 4.08(a), subject to the following procedure:

(1) PBS will conduct an annual performance evaluation of every technician in accordance with the current PBS performance evaluation policy.

(2) If as a result of the performance evaluation, PBS determines that an employee's performance has been inadequate and that that employee has not satisfactory performed an aspect of his/her position, that employee will be so informed and given reasonable on-the-job training to correct the deficiency,

(3) If after such training, the employee's performance is still inadequate, then PBS shall convene a joint committee composed of two members selected by PBS and two members selected by the Union. The joint committee shall meet and confer on a problem-solving basis to make an appropriate recommendation and to determine whether there is any other reasonable solution short of prohibiting the employee from selecting one or more shifts.

(4) If the committee cannot reach agreement, then PBS shall have the right to make a decision that the employee cannot select a shift or shifts during the next regular shift pick and each shift pick thereafter until the next performance evaluation (unless the employee can show a change in circumstances). However, this decision shall be subject to the grievance/arbitration provisions of the collective bargaining agreement. The arbitrator's sole authority will be to decide whether or not PBS' decision was arbitrary and capricious.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By: 

Mario Vecchi  
Chief Technology Officer

By: 

Date: 7/3/19

Date: 7/9/19

## LETTER OF AGREEMENT

(Side Letter J)

During the term of this Agreement, the Union shall have the right to unilaterally cancel Article XV of the Agreement and substitute the language below if the number of full-time positions is reduced to less than thirty-eight (38) for a period longer than four (4) months.

The Union shall give the Company thirty (30) days advance written notice of its intent to invoke its unilateral right. During the notice period, the parties shall meet and attempt to reach an acceptable alternative to cancellation.

Unless the parties agree to an acceptable alternative, the substituted Article XV shall state as follows:

Section 15.01. Jurisdiction: Employees employed under this Agreement will have primary responsibility for the installation, operation, maintenance, modification, and repair of technical equipment at PBS' Metropolitan, Washington, D.C. facilities to the extent that this work was performed on the date of the execution of this Agreement.

Technology Center and MOC operations management and Engineering personnel may perform bargaining unit work to test new or existing procedures, but, except in unusual circumstances, shall perform such work for no more than ten (10) hours on any single occasion. In addition, non-bargaining unit persons may perform the above functions in any of the following circumstances: (a) where the work is necessitated by an unanticipated workload which could not be scheduled in advance; (b) where the performance of such work is minimal and/or incidental to the operation; (c) where a bona fide emergency exists.

Where programs are transmitted by electronic means (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable) from PBS' Metropolitan, Washington, D.C. facilities, unit employees shall perform all unit work in connection with the origination of such programs. In other words, feeds which do not originate from PBS' Metropolitan, Washington, D.C. facilities need not be performed by bargaining unit employees. The parties recognize that the by-laws of PBS currently prevent its production of programs. However, should PBS by-laws be amended to allow program production, unit employees shall perform all unit work in connection with the production of such programs at its Metropolitan, Washington, D.C. facilities.

PBS may also assign additional work of a technical nature to employees employed under this Agreement which they had not previously performed. Where such is the case, no jurisdictional rights shall be created.

In addition, non-bargaining unit employees of PBS may also perform the following functions:

(1) Editing of tapes and files, including off-line editing, where the product of such editing is not for broadcast purposes (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable), or where it is preliminary editing in preparation for the final editing process;

(2) Graphics work created on a computer and used for any broadcast purposes (e.g., satellite, I.P., fiber, digital, microwave, coaxial cable);

(3) Preparation of materials relating to digital products or services for direct to consumer PBS or third party applications or platforms only to the extent required due to the software solutions utilized by non-bargaining unit employees to perform their regular job duties;

(4) Visual technical evaluation of tapes;

(5) Cassette recording for content screening and/or archival purposes

(6) Designing, testing, constructing prototypes, performance testing and modifying equipment;

(7) Performing testing, development, evaluation, quality control checks and computer software and hardware management.

(8) Performing quality control checks of technically evaluated and/or technically impaired programs.

Notwithstanding anything to the contrary above, PBS shall have the right to subcontract work of such nature as equipment maintenance and repair work (including, for example, but not limited to, work of such nature as air conditioning maintenance, emergency generator maintenance, computer equipment maintenance, and the maintenance of broadcast equipment); installation and modification of technical equipment; fabrication of subsystems; equipment calibration; studio production; the preparation of meeting presentations and similar activities; the production of promos and/or promotional material; technical evaluation of tapes; dubbing and recording; editing; and non-public television feeds. PBS may also subcontract work requiring skills beyond those for which the bargaining unit employees were hired.

For purposes of this Agreement, public television feeds shall be defined as the National Program Service (as it may be delineated by PBS' program schedule as it may be modified from time to time by PBS), and any delay feeds thereof, Morning Children's Block, Saturday How-To, and Soft Service.

Section 15.02. New Devices and Process/Facilities:

(a) New Devices: In the event that the Company introduces or permits to be used any process, machinery, equipment or device which substitutes for, supplements or replaces any present process, machinery, equipment or device being operated by employees within the bargaining unit in accordance with the provisions of Section 15.01 of this Article, such process, machinery, equipment or device shall be installed, operated, maintained, modified, and repaired by employees in the bargaining unit in accordance with the provisions of Section 15.01 of this Article.

(b) Facilities: Consistent with this Article, the Company may permit anyone other than PBS to use its technical area premises, facilities and/or equipment owned, operated or controlled by it only where both of the following conditions are met:

- (1) The work performed is not being performed for PBS; and
- (2) The performance of such work by persons outside the Company does not have a substantial and direct adverse impact on the work performed by bargaining unit employees.

The following constitutes examples of how this clause would operate:

(1) If PBS had equipment available that was not needed for PBS work, and if PBS were able to market services on such equipment to an outside customer, PBS would first seek the customer's agreement to have bargaining unit employees perform such work; however, if this could not be arranged, non-bargaining unit people hired by the outside customer could operate such equipment when used for the outside customer's work.

(2) If equipment were made available to PBS from an outside company for the purpose of performing work for the outside company, PBS would first seek such company's agreement to have bargaining unit employees perform the work; however, if this could not be arranged, non-bargaining unit people hired by the outside company could operate such equipment when used for such company's work.

This Section 15.02 shall not in any way interfere with any rights PBS has under Section 15.01 of this Agreement.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By: Vecchi

Marie Vecchi  
Chief Technology Officer

Date: 7/3/19

By: Ret 7W

Date: 7/9/19



## LETTER OF AGREEMENT

### (Side Letter K)

1. Before any layoff during the term of the collective bargaining agreement, PBS shall offer a "buyout" to bargaining unit employees that it shall select. An employee wishing to be considered for the buyout shall so indicate prior to the layoff. Notwithstanding, it shall be in the sole discretion of PBS to determine which and how many bargaining unit members are offered a buyout, except that PBS promises that it will offer buyouts to at least the same number of Technicians as it intends to lay off during the term of the Agreement (unless there are no layoffs during such term). No Technician may be compelled to accept the buyout offer. However, an employee refusing to accept a buyout offer may still be terminated in accordance with the provisions of the collective bargaining agreement.

2. The buyout payment for a Technician shall be at least one week's base pay for each full year at PBS, except that all Technicians who participate in the buyout will receive a minimum of four (4) weeks' base pay, and the buyout payment will be capped for all Technicians at thirty-six (36) weeks' base pay.

3. Buyout payments shall be made twice monthly in the same manner as normal wages, minus deductions required by law. Deductions of union dues shall not be made from buyout payments.

4. If the Technician is eligible for and elects COBRA coverage, PBS shall pay 100% of the individual part of the COBRA premium during the buyout period.

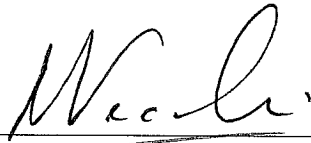
5. PBS shall continue to make contributions to the Technician's retirement plan, as set forth in Section 9.01 of this Agreement, throughout the buyout period.

6. Prior to receiving the buyout payments, the Technician must execute a Severance Agreement and Release acceptable to PBS.

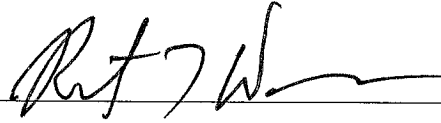
7. A Technician accepting the buyout payment must waive all rights to reinstatement or rehire.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

Date: 7/3/19

By: 

Date: 7/9/19

LETTER OF AGREEMENT

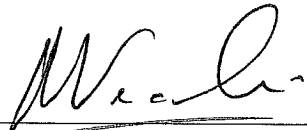
(Side Letter L)

During the term of the 2010-2013 collective bargaining agreement, PBS was required to transfer employees who had previously been working in the Engineering Laboratory ("Lab") located in PBS's Springfield broadcast facility to different Technical Areas due to the lack of work in the Lab. As a result of these transfers and the absence of sufficient work to support full-time operation of the Lab, the parties have agreed to delete references to the "Engineering Laboratory" as a separate Technical Area within the bargaining unit. Nevertheless, the parties agree that if at any time there is enough work to support full-time operation of the Lab, the Lab may become a Technical Area within the bargaining unit once again, and the collective bargaining agreement will be modified accordingly. The parties' deletion of the references to the Engineering Laboratory as a separate Technical Area within the bargaining unit is not intended and should not be construed to amend the jurisdiction of the bargaining unit, as set forth in Section 15.01 of the collective bargaining agreement.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
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AFL-CIO

By: \_\_\_\_\_

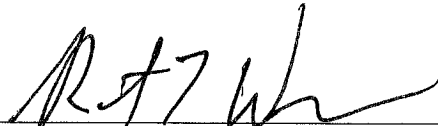


Mario Vecchi  
Chief Technology Officer

Date: \_\_\_\_\_

7/3/19

By: \_\_\_\_\_



Date: \_\_\_\_\_

7/9/19

LETTER OF AGREEMENT

(Side Letter M)

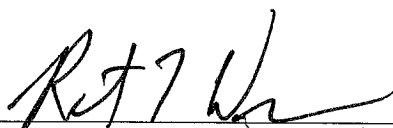
PBS and NABET shall establish an Advisory Committee to provide a forum for the exchange of ideas regarding issues affecting bargaining unit employees. The agendas for such meetings shall be prepared and exchanged in advance. The Advisory Committee shall have equal representation from the bargaining unit and from PBS management, with three (3) members from each side, unless otherwise agreed to by the Union and PBS. The bargaining unit members of the committee shall be selected by the Union, and PBS shall designate its own members. Either side may change its committee members from time to time in their discretion. The Advisory Committee shall meet at least twice a year, unless otherwise agreed by the parties. PBS shall excuse Advisory Committee members from their regular work to participate in such meetings of the committee as a whole.

The purpose of this Committee is to deal with large issues, and help manage change; it is not a grievance committee but rather a forum in which the parties share ideas and thoughts.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
Communications Workers of America,  
AFL-CIO

By:   
Mario Vecchi  
Chief Technology Officer

By: 

Date: 7/3/19

Date: 7/9/19

LETTER OF AGREEMENT

(Side Letter N)

During collective bargaining negotiations in 2019, the parties agreed to the creation of a single class of contingent workers, known as "Standby Employees," to replace the several categories of contingent staff that performed services in the bargaining unit under the terms of the prior collective bargaining agreement (i.e., per diem employees, long-term temporary employees, and project employees). Provisions regarding Standby Employees are included throughout the Agreement, and especially in Section 4.06. The parties have also agreed to change the way that the reduced rest premium is paid, from an increased hourly rate to a flat payment, as set forth in Section 4.09.

The changes described above will require reconfiguration of PBS's time tracking and payroll system, which changes need to be developed, tested, and migrated prior to implementation. Accordingly, the changes regarding Standby Employees and reduced rest will take effect within three (3) months of the ratification date of this Agreement, unless PBS informs the Union that additional time is needed, in which case the timeframe will be adjusted accordingly. The parties acknowledge and agree that the provisions of the 2016-2019 collective bargaining agreement relating to per diem employees, long-term temporary employees, and project employees, as well as the provisions regarding reduced rest, shall continue in effect until the payroll and time tracking changes are implemented. PBS shall provide the Union at least two (2) weeks' notice of the date the new provisions contained in this Agreement regarding Standby Employees and reduced rest shall go into effect following the completion of the payroll and time tracking system reconfiguration.

Public Broadcasting Service

National Association of Broadcast  
Employees and Technicians,  
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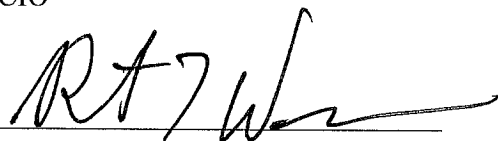
By: \_\_\_\_\_

  
Mario Vecchi  
Chief Technology Officer

Date: \_\_\_\_\_

7/3/19

By: \_\_\_\_\_



Date: \_\_\_\_\_

7/9/19