

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN**

NABET-CWA, AFL-CIO

Technicians and Engineers

And

HOWARD UNIVERSITY

**Effective
July 1, 2017 through June 30, 2020**

The parties reserve the right to add to, delete from and change these proposals and to make new proposals or counterproposals, as well as to correct inadvertent errors or omissions, made during these negotiations prior to reaching a complete agreement on the contract as a whole. All agreements reached during negotiations will be tentative and subject to change pending agreement on the contract as a whole.

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2017 is between Howard University (hereinafter "University" or "Employer") and the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO (hereinafter "NABET-CWA" or "Union").

ARTICLE I UNION RECOGNITION, MEMBERSHIP, CHECK-OFF

Section 1.1 - Bargaining Unit

Pursuant to the certification of the National Labor Relations Board, the University 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 of the following Unit of Employees:

All full-time and part-time regular Employees of the Employer employed at WHUT-TV as operations technicians, senior operations technicians, assistant operations supervisors, maintenance engineers and maintenance technicians, but excluding all other employees such as temporary employees until they meet the criteria specified in Section 4.2(a), guards, student employees working as a requirement of their course of study or education program, office clerical, professional, confidential, managerial and supervisory employees as defined in the Act. It is specifically agreed that those Employees whose positions are both covered by this Agreement as well as funded by grants are part of the bargaining unit and that their employment is governed by Section 4.3.

Section 1.2 - Union Security

(a) All full-time and part-time Employees of the University covered by this Agreement who fail to become or remain a member of NABET-CWA shall nevertheless be required as a condition of continued employment, beginning on the 31st day following the beginning of such employment or the effective date or the date of execution of this Agreement, whichever is later, to pay to NABET-CWA either an agency fee or Union dues toward the administration of this Agreement and the representation of such Employees. The agency fee charge shall be an amount equal to NABET-CWA's usual dues.

(b) An Employee who fails either to become or to remain a member in good standing of NABET-CWA shall be terminated from employment within ten (10) business days of notification in writing to the Employer. In addition, an Employee who fails to remit dues and/or Agency fees shall also be terminated from employment within ten (10) business days of notification from the local union in writing to the Employer. The ten business day timeframes shall exclude weekends, holidays and mandatory University closures.

The Local Union shall provide the Employer with confirmation within one (1) month of notification provided pursuant to Section 4.4 that the employee is a member in good standing. In

the event that the Local Union fails to provide such confirmation, the Employer shall be under no obligation to terminate the employee.

Section 1.3 - Check-off

(a) Upon receipt of a signed authorization of the Employee involved, the University shall deduct from the Employee's paycheck the Union initiation fee and dues or the Agency fees payable by him/her to the Union during the period provided for in said authorization.

(b) Deductions shall be made on account of the initiation fees and Union dues or the Agency fees from the first paycheck of the employee after receipt of the authorization and bi-weekly thereafter.

(c) Deductions for the initiation fee and Union dues or the Agency fees shall be remitted to the International Office of the Union no later than the twentieth (20th) day of the month following the month in which the deductions are made. The University shall furnish the International Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

(d) The Union shall defend, indemnify, and save the University harmless against any and all claims, demands, suits, grievances, or other liability that may arise out of or by reason of actions taken by the Employer pursuant to this Article, after the University has placed any monies deducted pursuant to this Article in the United States mail for delivery to the Treasurer or the Union.

ARTICLE II: JURISDICTION

Jurisdiction: Employees employed under this Agreement will have primary responsibility for the installation, operation, maintenance, modification, and repair of equipment required for the operation of the WHUT Howard University Television Station facilities. The term "primary responsibility" does not mean that the bargaining unit must perform exactly the same 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 the University 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, the University believes it should do so. However, before the University 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, the University shall consult with the Union through the Joint Conference and obtain its views.

The University recognizes and appreciates the important work that the NABET-CWA represented staff performs. Towards that end, the University will assign bargaining unit employees

to perform unit work, prior to supplementing the staff with non-bargaining unit personnel, consistent with the other provisions of this collective bargaining agreement. While the final decision regarding the assignment shall be at the discretion of the University, the University 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 replacement of employees who leave the University through voluntary resignation, termination for cause, or retirement is at the discretion of management. The University may increase the number of unit positions if resources and the workload warrant. The University agrees to retain the existing bargaining unit employees for the term of this Agreement absent voluntary resignation, termination for cause or retirement.

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

(1) Editing of either film or video content including off-line editing, where the product of such editing is not for broadcast purposes or where it is preliminary editing in preparation for the final editing process;

(2) Graphics work created on a computer and used for either broadcast or non-broadcast purposes.

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

(4) Data entry for library management systems; data entry of technical switching information and program material; remote control data input for control of reception; electronic logo entry and editing;

(5) Visual technical evaluation of tapes and other content;

(6) Digital 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 either new or existing procedures and performance of other tasks in situations where the work is necessitated by an unanticipated workload where the performance of such tasks are incidental to the operation;

(11) The University may also assign additional work 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, the University 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 non-routine maintenance of broadcast equipment); installation and modification of technical equipment; fabrication of subsystems; equipment calibration; lighting, teleprompter, studio production; the preparation of meeting presentations and similar activities; the production of promos and/or promotional material; dubbing, copying and recording; editing; and non-public television feeds. The University may also subcontract work that either requires skills beyond those for which the bargaining unit employees were hired or that requires skills not possessed by bargaining unit employees.

The following constitutes examples of how this clause would operate:

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

This Section shall not in any way interfere with any rights the University has under Section 5.4 of this Agreement. Further, it is understood that the University has the absolute right to use its facilities, lighting systems, and non-broadcast AV equipment, including AV projectors, monitors and non-broadcast related sound equipment for non-broadcast related purposes, such as Community Advisory Board meetings, screenings, display kiosks, demonstrations, seminars and classes for students, etc. During such use, bargaining unit employees will not be held responsible for the equipment.

**ARTICLE III
WORKWEEK, WORKDAY, OVERTIME, TURNAROUND,**

SHIFT DIFFERENTIAL, SCHEDULES, MEAL PERIODS

Section 3.1 - Standard Workday

At the Employer's discretion, the standard workday shall consist of either eight (8) hours of work to be completed within nine (9) consecutive hours with a one (1) hour, unpaid lunch break or ten (10) hours of work to be completed within eleven (11) consecutive hours with a one (1) hour, unpaid lunch break. In the event of emergencies or inadequate coverage, as defined by the University's Management, employees who cannot take their lunch break shall be compensated for such time in accordance with this Agreement, including shift differentials, if they apply. Supervisors shall document when a lunch break is not feasible.

One (1), fifteen (15) minute, paid break shall be allowed during each regular workday where such a rest break does not disrupt normal station operations. The rest break is not cumulative and cannot be used to alter either the beginning or the end of a workday or to extend the lunch period.

All lunch and rest breaks shall be scheduled exclusively by the University. In the case of the work that needs to be completed due to time constraints, the Employees shall contact a manager and get authorization to delay or change their lunch break. Any failure of a bargaining unit employee to adhere to either the lunch or the rest break schedule established by the University shall result in disciplinary action.

Section 3.2 - Regular Workweek

At the Employer's discretion, a regular workweek is defined as consisting of either five (5), nine (9) hour days inclusive of a one (1) hour, unpaid lunch or four (4), eleven (11) hour days inclusive of a one (1) hour, unpaid lunch for a total forty (40) hours of work. The workweek shall begin at 12:01 a.m. Sunday and continue until 12:00 midnight the following Saturday.

The Employer, in its sole discretion, shall determine which shifts shall consist of a regular workweek of four (4), eleven (11) hour days and which shifts shall consist of five (5), nine (9) hour days.

Section 3.3 - Overtime

(a) (i) Full-time Employees

Any work officially ordered and approved by the University, and actually performed by the employee in excess of forty (40) hours in a work week shall be considered overtime. Overtime hours shall be compensated at one and one-half (1-1/2) times the regular straight-time rate of pay. Minimum call-in will be four (4) hours.

(ii) Part-time Employees

Any work officially ordered and approved by the Employer in excess of eight hours a day (for part-time Employees assigned to a nine (9) hour shift) or in excess of ten hours a day (for part-

time Employees assigned to an eleven (11) hour shift) or in excess of forty (40) hours in a work week shall be considered overtime if the Employee works the next regularly scheduled workday. Overtime hours shall be compensated at one and one-half (1-1/2) times the regular straight-time rate of pay. Minimum call-in will be four (4) hours.

(iii) An Employee who receives pay for either approved annual leave or holidays shall have those hours counted toward their forty (40) hours in a calendar work week for purpose of calculating overtime. Sick leave hours shall not be counted toward the accumulation of workweek hours for the purpose of calculating overtime.

(b) Any Employees required to work on any designated holiday shall be compensated at the rate of one and one-half (1-1/2) times their regular, straight-time rate of pay for the amount of hours actually worked on the designated holiday with a minimum of six (6) hours. This pay will be in addition to their regular, straight-time hourly rate. Part-time Employees are entitled to paid holidays on a prorated basis.

(c) All scheduled overtime shifts shall be initially distributed to employees on a rotating basis according to a seniority list. No employee who has previously been offered and accepted a scheduled overtime shift shall be offered another scheduled overtime shift until each employee working within the job classification requiring the overtime has been offered an opportunity to work a scheduled overtime shift. Employees who have used sick leave during a scheduled, forty (40) hour workweek shall not be considered for an overtime shift during that workweek.

(d) The University may extend the end of an Employee's air shift up to two (2) hours to cover programming if scheduled five (5) days in advance. In the event of unforeseeable circumstances or when production needs require the employee's shift to be extended, management shall provide as much notice as possible under the circumstances and shall consider the employee's reasonable request to decline the extended shift.

(e) The University and the Union will consider Commencement Day, Charter Day, Homecoming Day, and Howard University's Presidential Inauguration Day as well as the prior setup days as mandatory workdays for those bargaining unit members assigned by the University to work on those days.

(f) Scheduled overtime work which is cancelled within twenty-four (24) hours of a start of a shift shall be paid to the employees.

Section 3.4 - Turnaround

The first assignment of any day shall begin not sooner than twelve (12) hours after the conclusion of the last assignment on the preceding day, provided however, that this requirement shall not apply where the change is at the request of the Employee. A regularly assigned work shift meeting the daily hours criteria constitutes one (1) day's work. In all other cases time and one-half (1-1/2) and any other compensation due, shall be paid to the Employee for call back within the period which ends twelve (12) hours after conclusion of the last regularly scheduled assignment

on the preceding day, or thirty-six (36) hours in the case of one (1) day off, or sixty (60) hours in the case of two (2) days off.

Section 3.5 - Shift Differential

Work performed on a regularly scheduled tour of duty between the hours of 6:00 p.m. and 6:00a.m. entitles Employees to night pay differential which is a ten percent (10%) increase over their regular, straight-time rate of pay for hours worked during this period of time. When Employees' regularly scheduled tours of duty included Sunday, they are entitled to Sunday pay differential, which is a twenty-five percent (25%) increase over their regular, straight-time rate of pay for hours worked on that day.

Section 3.6 - Scheduling

(a) The Employer shall provide all work schedules. Employees are subject to shift work as required by the operational needs of the station. The operational needs of the station will be a priority factor in scheduling.

(b) Technicians assigned to five (5), nine (9) hour days shall be granted two (2) consecutive days off. Technicians assigned to four (4), eleven (11) hour days shall be granted three (3) days off with at least two (2) of these days being consecutive.

Such days off shall be shown on a work schedule posted at least ten (10) days in advance (Thursday 5:00 p.m.); the posted work schedule shall include time-in, time-out, days off, leaves of absences, known overtime, and vacations. After being posted for seventy-two (72) hours, the schedule shall freeze the days off and "in" and "out" time for that scheduling period. Any adjustments to the schedule after seventy-two (72) hours of posting will be paid at the appropriate overtime rate. It is agreed that Saturday, the last day of one workweek and Sunday, the first day in the next workweek, may be considered two (2), consecutive days off.

(c) Annual leave requests must be submitted no later than Wednesday, 5:00 p.m. prior to the schedule posting deadline which is Thursday, 5:00 p.m. This provision will not apply to emergencies.

(d) Shift swapping - Employees may swap shifts only with permission of the Department Head. Normally, a one (1) week notice must be given to the Department Head. The swap must be completed within one (1) payroll week so that the Employees involved do not work more than forty (40) hours in any given workweek.

When a swap has been arranged and agreed, the Department Head or his designee must post the changes on the affected work schedule. A handwritten change properly initialed by the Department Head or his designee will verify the change. Employees participating in the swap must assume all duties for the shift to which they are moving. In no event shall overtime, short turn-around or any other premium or penalty be incurred as a result of a shift swap. A shift swap shall not exceed three (3) days in any given pay period.

(e) If an Employee works six (6) or more consecutive days without at least one (1) of such days being scheduled day off, the Employee will receive additional compensation at a rate equal to straight-time plus one-half (1-1/2) the Employee's straight-time pay for all hours worked beyond six (6) or more consecutive work days until a day off occurs.

(f) The foregoing shall not be applicable to six (6) or more scheduled days which are otherwise compensated for as overtime hours; nor shall this Section be construed to require any additional compensation beyond the time and one-half (1-1/2) rate for the overtime worked on a six (6) or more consecutive days.

(g) No one in the Bargaining Unit shall be required to work in a supervisory capacity on an on-call basis.

(h) Shift Selection: In accordance with seniority under Article IX, shift selection opportunities shall be available annually to employees assigned either to a five (5), nine (9) hour day work week or to a four (4), eleven (11) hour day workweek. Management has the final authority to determine shift selections, shift preference shall be granted.

Section 3.7 - Meal Periods

(a) The length of the unpaid, meal period for employees working five, nine (9) hour days shall be one (1) hour. The unpaid, meal period for employees working five (5), nine (9) hour days shall be scheduled to begin no earlier than the beginning of the fourth (4th) hour, and will end no later than the beginning of the seventh (7th) hour of the workday. The unpaid, meal period for employees working four (4), eleven (11) hour shifts shall be one (1) hour and 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 workday.

(b) The actual mealtime shall not normally deviate from the scheduled time by more than plus or minus thirty (30) minutes. No meal period may occur outside the meal period window as set forth in Section 3.7(a) above, except in the case of an emergency, or where an Employee has worked through his/her meal period and the work shift is shortened by a corresponding amount of time.

(c) In the event an Employee works more than four (4) hours of overtime contiguous to his/her scheduled shift, such Employee shall have earned a paid meal period of thirty (30) minutes.

ARTICLE IV EMPLOYMENT

Section 4.1

All employees newly hired into the bargaining unit are subject to a ninety (90) business day probationary period and shall be considered Probationary Employees. This 90-day period refers to one new period of continuous employment in that position. Employees who are promoted

to a new position shall also be subject a probationary period of ninety (90) business days. Probationary employees will receive a progress evaluation no later than forty-five (45) business 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 designated Trainer.

The University 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.

The University also retains the right to demote an employee, who has been promoted, back to a prior level position during or at the end of a period of ninety (90) business 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.

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

Section 4.2 - Temporary Employees

Temporary, Vacation Relief, Project Employees and Interns: The University may from time to time employ temporary, project, and vacation relief employees in the bargaining unit and interns. Interns are not bargaining unit members.

(a) Temporary Employees: The Employer may hire temporary employees to perform bargaining unit work so long as such employees are not employed in the same classification for longer than six (6) consecutive months and do not work more than 1040 hours in that classification during that six (6) consecutive month period. Hours worked by temporary employees who replace full-time, regular employees either on an employer-approved leave of absence or on disability shall not be considered towards this 1040 hour limitation. Temporary employees will not be utilized for the sole purpose of avoiding overtime assignments for full-time staff employees.

In instances where a temporary employee performs bargaining unit work in the same classification for six (6) consecutive months and works more than 1040 hours in that classification, the Employer shall offer that temporary employee a full-time, regular position in that classification. Such employee shall not be required to work an additional probationary period.

After working for thirty (30) days and two hundred and forty (240) hours in the same classification, a temporary employee shall be required to become a member of the Union and remain in good standing by remitting either the required service charge or union dues.

(b) Interns: An intern is defined as any person placed through an academic institution who receives academic credit for the work experience, or any person funded through a training program. Interns may perform bargaining unit work only for training purposes and only while working with a Technician. In no case shall the University utilize interns for the purpose of

performing bargaining unit work when bargaining unit employees are participating in a legal strike.

Section 4.3 - Grant Employees

- (a) Grant employees are Members of the Bargaining Unit.
- (b) The University will make good faith efforts to see that the terms of the Grants do not conflict with the terms of this Agreement. In case of conflict, the terms of the Grant shall govern. Where there is no conflict, this Agreement shall apply.
- (c) Should a Grant Employee become an Employee, that Employee will be given credit, for purposes of this Agreement, for all time spent in the Grant position.
- (d) If a Grant Employee is employed beyond a one (1) year period of time and a vacancy occurs within the Bargaining Unit at the same grade level, the incumbent Grant Employee shall receive preference in filling the vacancy. If more than one (1) Grant Employee is eligible for the vacancy then the senior Grant Employee shall be given preference.
- (e) Grant Employees shall follow those agreements made in this contract as identified, but not limited to, in Article I, Article IV Section 4.3 and Article IV Section 4.4.

Section 4.4 - Notice of Hiring

The Employer agrees to provide NABET-CWA with the name, address, phone number, date of hiring, and starting salary of each Employee covered by this Agreement. Such notification shall be sent to the Union within ten (10) work days of hiring.

Section 4.5 – Address & Phone Number

In order to allow the Employer to maintain updated records each Employee covered by this Agreement shall provide the Employer with his or her current address, phone number, and emergency contact. It is the exclusive, on-going responsibility of each bargaining unit member to inform the Employer of any change to either his or her current address or phone number within seven (7) days of the change.

ARTICLE V EVALUATIONS, COMPENSATION, CLASSIFICATIONS, TECHNOLOGIES AND FACILITIES

Section 5.1 – Performance Evaluations

- a. Full-time employees receive formal performance evaluations in accordance with University policies and procedures used for evaluating its non-union personnel.

- b. Except as provided in this section and Section 5.2, the University may change or modify its performance evaluation process or system, including but not limited to, performance ratings, methods and means of the evaluation, etc., from time to time during the term of the contract.

Section 5.2 – Performance-Based Pay Increases for Full-Time Employees

- a. On July 1, 2017, all bargaining unit employees shall receive a three percent (3%) increase to their base rate of pay.
- b. On July 1, 2018, all bargaining unit employees shall receive a 2.5% increase to their base rate of pay.
- c. Beginning on July 1, 2019 and continuing thereafter during the term of this Agreement, pay increases for full-time bargaining unit employees shall be based on their annual performance evaluations as follows:

<u>Rating</u>	<u>Increase</u>
Key Contributor	3%
Solid Performer	2.5%
Fair Performer	2.0%
Unsatisfactory Performer	0.0%

Section 5.3 – Pay Scale

(a) Effective upon the execution of this Agreement, the employer shall apply a one-time flat six-percent (6%) increase to the following pay scale rates reflecting the minimum an employee shall make in each job classification and such rates shall be in effect during the term of this Agreement:

Broadcast Technician: \$51,993.00

Crew Chief: \$66,407.00

Maintenance Engineer: \$65,225.00

(b) Employees covered by this Agreement shall be responsible for, but are not limited to, performing the following duties:

Master Control	Production Switcher	Video Tape Audio Control
Satellite Control	Camera	Audio
Teleprompter	Still Store	Electronic Graphic
Lighting	Training	Telecine
EFP/ENG mini-cam	Microwave	Post Production
Editing	Prop Handling	Remote Equip. Set-up
Stage Manager	Microphone Set-up	Utility, Pulling

Cable & Audio Assist
Studio Technician

Announce Booth
Staging

PA & Boom Operator
Set Storage

(c) Temporary crew chiefs will be appointed by WHUT-TV management on an as-needed basis to technically supervise a special area of operations of the station. When a Technician is selected to serve as a temporary crew chief, he/she will be compensated for his/her actual hours of supervision at a bonus rate of two dollars (\$2.00) per hour.

(d) The University agrees to pay any bargaining unit member who is performing duties above his/her level, the hourly rate for the higher level while the member is performing those duties.

5.4- Automation and New Technology

It is agreed that the University has the right to introduce new technology. In the event that the University introduces or uses a process, machinery, equipment or device which substitutes for, supplements, or replaces any present process, machinery, equipment, or device being maintained by employees in the bargaining unit, the University agrees to make available either manufacturer's training or certified training to all employees assigned to operate the new equipment. Such training will be made available to all employees assigned to operate the new equipment to give the employees a reasonable opportunity to demonstrate competency in operating the new equipment. Such training shall not interfere with the regular operation of the station.

5.5 - Facilities

The University shall not permit anyone to use its facilities in such a manner that would affect adversely the rights and working conditions of employees covered by this Agreement. The University may utilize its facilities for broadcast and non-broadcast purposes. Consistent with this Article, the University may permit anyone to use its premises, facilities and/or equipment.

5.6 - Assurance

The University assures the union that the operation of its equipment or facilities by non-unit personnel will not result in the layoff of employees covered by this agreement.

ARTICLE VI TRAVEL

Section 6.1 - Travel Regulations

Official travel on behalf of the University shall be in conformity with established University travel regulations, except as hereinafter provided in this Article.

Section 6.2 - Per Diem

Daily per diem rate will apply to official travel. The daily per diem rate will be determined according to University policy.

Section 6.3 - Days Off Out-of-Town

An Employee shall receive an amount limited to eight (8) hours pay at his straight-time rate for each regularly scheduled day off occurring during an out-of-town assignment provided that no traveling occurs and no work is performed on such day off.

Section 6.4 - Days Off Out-of-Town, Training

Employees on an out-of-town training assignment will not be paid for scheduled days off; however, travel entitlement will be paid for all days out-of-town.

Section 6.5 - Transportation

The University agrees that Bargaining Unit Employees required to travel locally on University business shall not use personal vehicles for the conduct of University business.

Section 6.6 - Vehicles

Employees covered by this Agreement shall, from time to time, be required to operate University owned or leased vehicles. Affected Employees shall be required to possess a valid driver's license when operating these vehicles.

(a) It is understood by both parties that possession of a valid driver's license is not a condition of employment.

(b) The University shall provide all necessary insurance for University vehicles.

(c) Not possessing a valid driver's license may affect shift selection if driving a University vehicle is required on that shift.

(d) University vehicles shall always be operated in a lawful manner.

(e) All drivers are responsible for keeping the interior of station vehicles clean and free of their own debris while they are in possession of the vehicle. Smoking is not permitted in University vehicles.

(f) Employees are personally responsible for curing any moving motor vehicle violations incurred while they are operating a University vehicle. This includes the Employee's being solely, financially responsible for paying all tickets, fines, and any resulting insurance deductible while operating a University vehicle.

(g) Employees shall have the responsibility to notify immediately the General Manager or his/her designee of any parking or moving violations they receive while operating a University vehicle. In addition, the Employees shall immediately notify the General Manager or his/her designee if they are involved in an accident while operating a University vehicle. An employee's failure to provide the General Manager with timely notice of parking or moving violations and/or accidents shall result in that employee receiving discipline up to and including the possibility of

termination.

ARTICLE VII NO STRIKE AND NO LOCKOUT CLAUSE

During the term of this Agreement the Union or the Employees will not cause, sanction or take part in any strike, walkout, picketing, stoppage of work, retarding of work or boycott, or any other interference with the efficient operation and conduct of the Employer's business. The Employer agrees that there shall be no lockout for a like period.

The Union reserves the right, however, to refuse to permit Employees to be assigned, transferred or required to move to any other employer's radio or television station, transmitter, or studio where a strike is in progress, nor shall the Employer use the services of any Employees for the purpose of assisting any other employer in breaking a strike, nor shall the University take any disciplinary action against an Employee for his/her refusal to cross a picket line. Nothing in this Section shall be construed to prevent the Employer or any Network with which the Employer may be affiliated from fulfilling its obligation to program suppliers and affiliated stations wherever located.

ARTICLE VIII NO DISCRIMINATION

The University will not unlawfully discriminate against any Employee.. Consistent with any laws pertaining thereto, the University agrees that it will not discriminate against any applicant or Employee, either in hiring, promoting, or assigning to positions, or in regard to any other terms or conditions of employment, because of race, color, national origins, religious beliefs, sex, marital status, age, sexual orientation, handicap, or activity on behalf of the Union.

ARTICLE IX SENIORITY, LAYOFF AND RECALL

Section 9.1 - Seniority

There are two (2) types of seniority: Total University Seniority and Unit Seniority.

Section 9.2

(a) **Total University Seniority:** Total University Seniority shall be all time spent in all occupations with the Employer and may be a factor in determining length of annual leave, if applicable, and for eligibility for vesting in the retirement program.

(b) **Break in Service:** When there is a break in service by separation from employment, or periods of authorized leave without pay (LWOP) exceeding sixty (60) consecutive calendar

days, University credited service may be adjusted beginning with the sixty-first (61st) day. This policy shall not apply to periods of medical leave less than nine (9) calendar months.

Section 9.3 - Unit Seniority:

Unit Seniority is measured by the length of service accumulated in all occupations presently covered by the Unit in which the Employee is employed. Regular part-time employees shall accrue Unit seniority on a prorated basis.

The Employer will prepare and post a current seniority list of the Bargaining Unit semi-annually. The Local Union will promptly be provided with a copy of each list.

Section 9.4 – Layoff and Recall

Methods

In the event the Employer determines a need to lay off employees, there shall be two methods of layoff available to the Employer.

Method A: Seniority

Layoff and recall shall be based on Unit Seniority: the last Employee hired will be the first to be laid off. The Employer will give two (2) weeks' advance written notice, or two (2) weeks' pay in lieu of notice. Severance pay, if any, will be available to affected employees in accordance with the University severance policy.

Method B: Out of Seniority

If the Employer requires the skills and abilities of a junior employee, and those skills and abilities are substantially different than those of a senior employee, the Employer may lay off out of seniority order. The Employer will give 2 weeks' advance written notice, or 2 weeks' pay in lieu of notice. Severance pay will be 2 weeks' pay for each year (or majority portion thereof) of current continuous employment at WHUT-TV up to a maximum of 24 weeks' pay. Severance pay is payable as a lump sum, or bi-weekly, at the employee's option. In accepting any severance, the Employee shall be required to sign a General Release as agreed upon by the Employer and the Union.

Section 9.5 - Recall

Recall rights shall be for twelve (12) months following the date of layoff. Recall shall be accomplished in reverse order of layoff, provided the Employee is qualified to perform the duties of the position as required. Recall rights are forfeited if the former Employee refuses a job offer to an equivalent or comparable position, or fails to respond to a written recall notice (sent via certified mail) within 5 days.

Section 9.6 - Recall Waiver

At its option, the Employer may offer a bonus of fifty percent (50%) of the severance pay for the Employee to waive recall rights. If such an offer is made the Employee shall have the option of accepting, or not accepting it. In accepting the offer, the Employee shall be required to sign a release, provided by the Employer, waiving any and all recall rights.

**ARTICLE X
LEAVES**

Section 10.1 - Leave

Except as otherwise provided in this Article, the University's policies on leave shall apply to the bargaining unit employees covered by this Agreement. Such leave may include, but not be limited to, annual leave, sick leave, FMLA leave, Military/Civil Air Patrol leave, and Military Family leave. The Employer shall provide notice of any change, modification or elimination of any of the foregoing policies and it shall bargain with the Union over the effects of such action as required by law.

Section 10.2 – Annual Leave Carry-over and Payout

Unused annual leave, up to 80 hours, may be carried over to the next year in accordance with University Policy. The University reserves the right to change the amount of annual leave that can be carried over from year to year.

In the event of voluntary or involuntary termination, unused accrued annual leave, up to 80 hours, shall be paid in accordance with University policies. There shall be no payout of unused sick leave.

Section 10.3 - Vacation Scheduling

(a) Vacation schedules shall be agreed upon between the University and the Employees. Scheduling of vacations shall take place based upon seniority only between January 1st and March 31 of each year. Thereafter, request and scheduling of vacations shall take place on the first-come, first-served basis.

(b) Scheduling of use or lose leave shall take place based upon seniority only between April 1st and April 30th each year. Thereafter, use or lose leave shall be agreed upon between the University and the Employee on a first-come, first-served basis. In all cases, scheduling of use or lose leave shall be completed by May 15th of each year.

All vacation schedules shall be granted provided the operational needs of the station do not provide a compelling reason for the denial of the requested vacation time.

Section 10.4 – Bereavement

Annual leave may be used in connection with the death of a member of the Employee's immediate family. Individuals considered to be members of the immediate family are mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, grandparent, grandchildren, son, daughter, stepchildren, stepparents, a child in the custody of and residing in the home of the employee, and live-in partners. Employees must submit written requests for bereavement leave to their supervisors and may be asked to provide documentation establishing a relationship between the employee and the deceased. If no accrued annual leave is available, leave may be advanced up to a maximum of three days at the discretion of management.

Consideration shall be given to religious beliefs, cultural beliefs, geographic distance involved and the extent of family responsibilities when granting the leave.

Supervisors will endeavor to comply with the request of the Employee as to the time and amount of leave to be taken.

Employees are urged to seek advanced approval for this leave.

Section 10.5 - Educational Leave

Educational leave may be granted to Employees who have completed two (2) years of service at the University. Leave for educational purposes may be granted up to a maximum period of one (1) year. During this period of leave, the Employee is eligible for temporary or part-time work within the University. Extensions beyond one (1) year may be granted at the discretion of the University.

Section 10.6 – Jury Duty and Court Leave

Jury Duty: Employees will receive paid leave for jury service of 5 days or less in accordance with University Policy.

Court Leave: When the Employee presents to his/her supervisor a subpoena or summons to appear in court as a witness, unpaid leave shall be granted for the day or days required by the subpoena or summons .

Section 10.7 - Leave Without Pay

Leave without pay may be granted to staff Employees for reasons other than incapacitation or restrictive physical impairment which may adversely affect the Employee's productivity and work performance. Such leave may be granted for a period not to exceed six (6) months. Application for leave without pay shall be made to the appropriate supervisor.

Section 10.8 - Satisfactory Leave Record

a. A satisfactory leave record is one that does not reflect the following defined instances of abuse.

Tardiness:

Failure to report to the assigned duty station ready for work at the defined time that the scheduled tour of duty begins.

Unscheduled Leave:

That time off duty, which has not been requested in advance and for which prior written or verbal approval has not been granted. Unless previously requested and approved, sick leave use shall be considered unscheduled leave.

Absent Without Official Leave (AWOL):

Absence from duty without prior approval and/or verbal approval from the leave - approving supervisor within twenty-four (24) hours of a call-in.

b. An unsatisfactory time and attendance record is one that reflects the abusive practices as developed in this Article. The University may take disciplinary action against any employee who either has a documented unsatisfactory time and attendance record or otherwise demonstrates an abuse of leave.

c. A perfect time and attendance record is one that reflects exclusive use of scheduled leave and reporting to duty (the duty station) at the scheduled time ready for work,

d. Terminology used to describe leave practices:

Leave-Approving Supervisor:

The persons who are assigned responsibility for the Employee's performance. In the case of an absence, the person who is assigned to relieve (cover for) the leave approving supervisor will become the leave-approving supervisor for the period of that absence.

Abuse of Leave:

Unsatisfactory time and attendance as evidenced by any of the following:
Establishment of an identifiable pattern of utilizing unscheduled leave; or frequent use of unscheduled leave; or frequent tardiness; or absence without official approval (AWOL).

e. Standards for measuring the criteria for abuse of leave. An identifiable pattern is consistent (three or more times in any three month period) use of unscheduled leave as defined below:

- on a holiday or on the day before or after a scheduled day off; or
- on the same day of the week; or
- before or after a period of scheduled leave; or
- on the day before/after a holiday; or
- any combination of the above for four (4) or more times in any three month period.

Frequent use of unscheduled leave is defined as follows:

- more than one weekend in any consecutive three (3) month period
- more than six (6) times on a week day in any consecutive six (6) months period
- linked to more than one holiday in a twelve (12) month period

- more than two (2) times in any consecutive twelve (12) month period
- more than one (1) holiday in any consecutive twelve (12) month period
- more than two (2) times in any consecutive four (4) month period
- linked to days off more than four (4) times in any consecutive six (6) month period

The total circumstances of any Employee's use of leave will be reviewed rather than a numerical formula. Frequent unexpected tardiness is defined as follows:

- unexcused tardiness of more than three (3) times in any one month
- unexcused tardiness of more than six (6) times in any consecutive three (3) month period

Section 10.9 - Time and Attendance

(a) Employees covered by this Agreement are expected to report to their duty station ready for work at that time scheduled for the beginning of their daily tour of duty. It is understood by all parties that there is no grace period. Chronic tardiness, as noted above, is subject to disciplinary action.

Additionally, Employees shall record their in and out times (including lunch and break periods) by use of either the time clocks or any other time-keeping method required by the University. The University will provide notice to the Union of any changes in the time keeping method.

(b) Supervisors have the authority to dock annual leave of Employees who practice tardiness. However, to the extent that annual leave is not available, supervisors have the authority to dock pay. Docking shall take place only as accumulated tardiness accrues in increments of one (1) hour. Excessive tardiness also may provide grounds for discipline under Article XIII.

Section 10.10 - Extra Day Off

Administrative leave days as authorized by the University President for non-faculty staff employees shall also be granted to Bargaining Unit Employees. Any Employees required to work on said administrative leave days shall be granted a compensatory day by mutual consent within forty-five (45) days of occurrence. These days are exclusive of days granted off to nonessential Employees as a result of inclement weather conditions.

Section 10.11 - Union Leave

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union and concurrence of the Employer, be granted a leave absence. WHUT will provide a timely bill to the Union for the requested leave. The leave of absence shall not exceed twelve (12) months.

**ARTICLE XI
BENEFITS**

Section 11.1 -Medical and Wellness Plans

(a) Employees covered by this Agreement shall be covered by the University's medical and wellness insurance plans in accordance with the University Policy for all non-faculty staff.

(b) The terms of the University's medical and wellness benefits plans, as well as either any amendments or changes thereto, shall be incorporated by reference into this Agreement.

(c) Prior to implementing any change in insurance benefits for Employees covered by this Agreement, the Employer will notify the Union of the change(s) and, at the Union's request, will meet to explain and discuss the changes.

Section 11.2 - Savings and Retirement Plans

Employees covered by this Agreement shall be covered by the University's 403(b) retirement plan in accordance with University Policy for all non-faculty staff. The terms of the plan, as well as any amendments or changes thereto, shall be incorporated by reference into this Agreement.

Section 11.3

Prior to implementing any change in medical and wellness benefits plans, and any change in the savings and retirement plans, for Employees covered by this Agreement, the Employer will notify the Union of the change(s) and, at the Union's request, will meet to explain and discuss the changes.

Section 11.4 - Holidays

(a) The University agrees that Employees covered by this Agreement shall be entitled to the following holidays:

The following are designated holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

(b) Any Employee required to work on any of these designated holidays shall be compensated at the rate of one and one-half (1-1/2) times their regular straight-time rate of pay for the amount of hours worked on the designed holiday, with a minimum of six (6) hours. This pay will be paid in addition to their regular straight-time hourly rate. Part-time Employees are entitled to paid holidays on a prorated basis.

(c) Additional special holidays may be authorized by the University President and may, at the discretion of the Station Manager, be granted to Employees covered by this Agreement when the workload permits.

(d) When a regular holiday falls on an Employee's regular day off, the Employee will get the benefit of a holiday on a day mutually agreed upon between the University and the Employee so long as the day occurs with forty-five (45) days of the regular holiday.

Section 11.5 - Remission of Tuition

Employees covered by Agreement shall be entitled to remission of tuition in accordance with established University Policy.

Section 11.6 - Parking

The University shall provide Employees with parking in accordance with University policy. The University reserves the right to increase parking rates from time to time during the term of this Agreement.

ARTICLE XII RESERVED

ARTICLE XIII DISCHARGE AND DISCIPLINE

Section 13.1 - General

Progressive Discipline

(a) The University shall generally follow the principle of progressive discipline directed toward the goal of correction. However, if the offense warrants termination or suspension, progressive discipline will not be required. The parties understand that the offenses that warrant termination or suspension include, but are not necessarily limited to, the type of offenses and acts that are set forth in Section 10.17 of the Howard University Employee Handbook.

As among these types of offenses that may result in either suspension or termination without need for progressive discipline, the University provides the following, non-exhaustive list:

1. Threatening, intimating, coercing or interfering with fellow employees.
2. Any act of fighting on University property

3. Insubordination
4. Theft, vandalism or any unauthorized use or removed of University property
5. Use, sale or being under the influence of alcohol, narcotics, barbiturates, hallucinogenic, amphetamines, marijuana or any other drug
6. Egregious acts of negligent performance or failure to perform
7. Falsifying records or university documents.
8. Violence

(b) The University shall have the right either to dismiss, to suspend without pay to impose other disciplinary action for just cause provided, however, that the affected Employee shall have the right to defend himself/herself in connection with such action.

(c) Any disciplinary action must be taken within thirty (30) business days of the University becoming aware of the conditions giving rise to the discipline. All dismissals or suspensions shall be without pay.

Section 13.2

Any disciplinary action may be appealed through the grievance procedure clause of this Agreement.

Section 13.3

Upon request, WHUT will provide the Union with information supporting the disciplinary action prior to the grievance meeting, if any, concerning the discipline.

Section 13.4

Any Employee called by management to attend a disciplinary meeting or investigation must immediately respond to the manager's request to attend the meeting. At the meeting, the Union member may elect to have union representation and/or an opportunity to consult with a union representative.

Section 13.5

The decisions of each grievance will be fully implemented. If a disciplinary action is dismissed on procedural grounds, all reference to the matter shall be removed from the employee's file.

Section 13.6

When a supervisor has reason to correct and/or discipline an Employee, it shall not be done in the presence of other Employees or the public. It is understood that it is the responsibility of the University and the Employee to conduct themselves in a professional manner appropriate to a place of business.

Section 13.7

Written notification of work deficiencies that do not include discipline shall not remain in an Employee's file more than six (6) months provided that there is not reoccurrence of any related event within the six (6) month period.

Section 13.8

The following procedural steps shall be used in cases of disciplinary actions unless the offense warrants immediate termination or suspension:

Step 1 VERBAL (ORAL) REPRIMAND

Verbal reprimand shall be issued for any offense warranting disciplinary action. A verbal reprimand may not be used against an Employee after one (1) year in the Employee's personnel file.

Step 2 WRITTEN REPRIMAND

A written reprimand may not be used against an Employee after one (1) year in the Employee's personnel file.

Step 3 SUSPENSION

(a) Written notice of intent to suspend must be given to the Employee and sent to the local union office setting forth the reasons for the action and the dates of suspension.

(b) Written notice of the suspension may not remain in the Employee's personnel file for more than two (2) years.

Step 4 DISCHARGE

The Employee shall be given a written notice of discharge setting forth the reasons for the discharge and a copy shall be sent to the NABET-CWA Local Office certified mail, return receipt requested, upon discharge.

Section 13.9

If the University considers immediate discharge as the appropriate disciplinary action for an offense, the affected Employee may request the initiation of the grievance procedure herein provided at Step 3.

Section 13.10

Notices of intent to suspend shall be subject to direct appeal to the General Manager of the Broadcast facility.

**ARTICLE XIV
WORK RULES AND MISCELLANEOUS**

Section 14.1 - Bulletin Boards

The University shall provide a bulletin board, which will be used for Union notices and/or correspondence. No defamatory, inflammatory or otherwise inappropriate material shall be displayed on the bulletin board. No non-union related, personal material shall be displayed on the bulletin board.

Section 14.2 - Lockers

The University shall provide lockers for Employees. Employees shall have responsibility for maintaining both the lockers as well as the surrounding area in a clean and professional manner.

Section 14.3 – Computer and Other Equipment Use

The employees covered by this Agreement shall use all University equipment in accordance with University policies and procedures.

Section 14.4 - Training by Outside Experts

When the General Manager deems necessary the University agrees to provide training and conduct seminars on new equipment.

Section 14.5 - Tools

The University agrees that Employees will be provided with the necessary tools, equipment and supplies to do their jobs properly. Employees shall have the responsibility to safeguard the tools and equipment and to report timely any deficiencies to their supervisor.

Section 14.6 - Safety

(a) The University agrees to provide safe work and workplaces. There will be a Joint Safety Committee with two (2) Unit Members and two (2) University representatives.

(b) The University agrees to provide a first aid kit as well as hand washing solution for bargaining unit members working both at the station as well as for those working at remote locations.

Section 14.7 - Keys

Employees are responsible for all keys and access cards issued to them. All lost keys and/or access cards will be replaced at the Employees' expense in accordance with University policies and procedures.

**ARTICLE XV
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 15.1

A grievance shall be defined as any dispute between the parties hereto, and an Employee and/or Employees in the unit, concerning the application, performance or any alleged breach of any provision of this Agreement and shall be processed and disposed of in the following manner:

Step 1. Within twenty (20) business days of the occurrence of the event complained of, an Employee and/or a union representative shall present such grievance in writing to the department manager (as defined by the NLRA). The union shop steward, assistant to the president or his/her designee may accompany the aggrieved Employee. The department manager shall give his/her answer in writing, to the Employee or Union Representative within seven (7) business days after the presentation of such grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may, within seven (7) business days after the answer in Step 1, be presented in writing in Step 2. A grievance shall be presented in person in this step by the aggrieved Employee, who may be accompanied by a Union Representative, to the General Manager of WHUT-TV, or his/her designee, who shall render a decision in writing within seven (7) business days after the presentation of the grievance in this step.

Step 3. If the grievance is not settled in Step 2, either party may request arbitration within forty-five (45) business days after receipt of the written answer in Step 2, by delivering a signed, written notice to that effect directed to the other party and the party requesting such arbitration shall simultaneously request the American Arbitration Association to present a panel in accordance with its rules, or request from the Federal Mediation and Conciliation Service a panel of members belonging to the National Academy of Arbitrators. The ruling of the arbitrator shall be final and binding on both parties. The Union and the University shall share the costs of arbitration.

Failure on the part of the Employer to answer a grievance at any step shall not be acquiescence thereto, and the Employee may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension will be presented initially at Step 2 in the first instance, within ten (10) business days from the date of receipt of the notice of discharge or suspension. The said notice shall be sent both to the Employee and the Union.

The time periods set forth in this Article maybe extended by mutual agreement of the parties.

Section 15.2

Any dispute arising out of interpretation of any provision of this Agreement shall be subject to arbitration or initiation of either party.

Section 15.3

It is the desire and intention of the parties to reach a mutually satisfactory solution of their common problems, and the parties hereby agree that they will consult and cooperate with each other in respect to any matter or question that may arise in connection with the matters covered by this Agreement and that controversies arising hereunder shall be promptly and amicably settled or disposed of by a meeting of representative minds of both parties.

Section 15.4

In no event shall the arbitrator modify or amend the provisions of this Agreement, nor shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of conditions, or circumstances.

**ARTICLE XVI
DRUG AND ALCOHOL TESTING**

Section 16.1

On any occasion that the Employer has a reasonable suspicion that an Employee is under the influence of a controlled substance, alcohol or marijuana on the University's premises during operating hours or when working on behalf of the University, the employee may be required to submit to drug and/or alcohol testing. Upon reasonable basis of possession hereof, the University may conduct searches for controlled substances, marijuana or other prohibited substances anywhere on its premises at any time.

**ARTICLE XVII
MANAGEMENT RIGHTS**

Except as modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are retained and vested exclusively in the Station, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, terminate or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees; to determine the professional qualifications of employees; and to assign and direct employees' work; to promote, demote, transfer, lay off, recall to work; to set the standards of productivity; to determine the services to be rendered; to determine broadcast schedules, content, management, and production; to establish rules, policies, and procedures that ensure the efficiency of the Station's operations including, but not limited to, broadcast and production; to determine the personnel, methods, means and facilities by which the Station's operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked by each employee, and what shifts employees shall work; to assign shifts; to close down, or relocate the Station's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign or cease any job function, department, operation, or service; to control and regulate the use of machinery, facilities, equipment and other property of the Station; to introduce new or improved research, production, service, distribution, and

maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Station; to issue, amend and revise policies, rules and regulations, and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Station and to direct the Station's employees. The Station's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Station's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Station's right to exercise such right, prerogative, or function, or to preclude it from exercising the same in some other way not in conflict with this Agreement.

ARTICLE XVIII FITNESS AND DUTY EXAMINATION

On any occasion that the Employer has reason to believe an Employee is under the influence of either a controlled substance, or alcohol, or without either physical or mental coherence, such an Employee shall not be allowed to return to duty absent certification from a physician which states that he/she is physically and mentally fit to return to duty. An affected Employee shall be allowed to use accrued sick or annual leave during such absence.

ARTICLE XIX EMPLOYEE ASSISTANCE PROGRAM

Section 19.1 - General

Howard offers an employee assistance program at no cost to employees and their eligible dependents. The program allows employees and family members to consult with medical providers and counselors who can assist with personal problems, ranging from personal and family health to legal, financial and emotional dilemmas. The service is totally confidential. The Howard EAP may be reached at 1-866-519-8354 or www.guidanceresources.com.

Section 19.2 - EAP Participation

The EAP is a confidential service administered by the University. The EAP is neither a job performance nor disciplinary program, but rather a program designed to motivate and assist Employees in resolving personal problems.

Employees are encouraged to avail themselves to EAP services regardless of whether such action has been suggested by the supervisor. An Employee's participation in the EAP does not relieve the employee from normal obligations to meet established job performance and behavioral standards.

The primary objective of the EAP for Employees with personal problems is to obtain professional assistance to resolve these problems early. The desired result is to retain Employees who accept such assistance and improve their job performance. The EAP accomplishes its objectives by:

- Motivating Employees to seek help.
- Referring Employees to qualified resources as appropriate.

Eligibility - All regular Employees of Howard University are eligible to participate in the EAP.

- Participation in the EAP** - Participation in the EAP does not:
 - Jeopardize an Employee's job or promotional opportunities. Result in special privileges or exemptions from the standard administrative practices applicable to job performance requirements.
- Privacy of Records** - All records and activities within the EAP are confidential and not available to WHUT management or staff.
- Referral** - There are several types of referral, including:
 - **Self-Referral:** Employees with personal problems are encouraged to use the services of EAP. Self-referrals tend to have a high rate of problem resolution
 - **Management Referral:** Management may refer employees to EAP and require employees to provide documentation or confirmation of participation in EAP. Employees shall not be required to disclose any confidential health information.
 - **Union Steward Referral:** Union officials are encouraged to contact the EAP Manager to make Employee referrals, where appropriate.
- Cost** - There is no charge for services provided by the Hospital's Health Affairs staff (Medical Office or EAP). Referrals to outside health providers/professionals may be covered under the Employee's health plan. Refer to the Benefits Summary Plan Description for scope of coverage.
- Visits to Employee Health Unit (Medical Office or EAP)** - Employees should be allowed reasonable time off the job to attend appointments with Employee Health Unit professionals, including the EAP Manager. Leave should be requested and used consistent with existing guidelines and practices.

ARTICLE XX DRESS CODE AND PERSONAL APPEARANCE

Employees covered by this Agreement shall adhere to the University policy on dress code and appearance.

**ARTICLE XXI
UNION MANAGEMENT CONFERENCES**

Section 21.1

The University and the Union agree to meet regularly, preferably monthly, absent unforeseen circumstances, to discuss matters of mutual concern. Such meetings shall be referred to as Labor-Management conferences and shall not be used by either party to present or discuss grievances in any form or fashion. Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the University or the Union, or to both, by the persons present at any Labor-Management conference.

Section 21.2

The University representatives shall consist of the General Manager or designee, the Executive Director of Operations or designee and such other full time Employee of the University as they may from time to time invite not to exceed six (6) in number. The Union's representation shall consist of the Local President or his designees and/or other full time members of the Union employed by the University who are members of the Bargaining Unit covered by this Agreement provided, however, that such representatives shall not exceed six (6) in number.

Section 21.3

The parties shall mutually agree upon the date place and hour of meetings. The President of the Local shall forward to the Executive Director of Operations at least seven (7) days in advance of each conference the names of the Employees the Union has selected to participate in the conference. Such names will be provided to the General Manager who shall make efforts to relieve the Employee(s) for such time as it is necessary to attend the conference without loss of pay or leave time.

Section 21.4

Representatives of the University and the Union shall alternate taking minutes of the conferences and assuming the responsibility for reproduction and distribution to the conferees within seven (7) days following such conferences.

**ARTICLE XXII
SAVINGS CLAUSE**

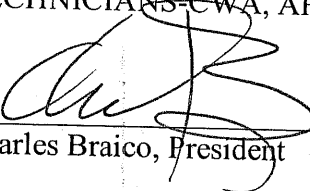
In the event any Article, Section, or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or Portion thereof specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof.

**ARTICLE XXIII
TERM OF AGREEMENT**

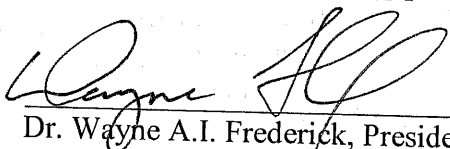
This Agreement shall be in effect from the 1st day of July 2017 through the 30th day of June 2020, and shall continue in effect from year to year thereafter unless either party provides written notice of intent to modify or terminate the Agreement. Such notice of intent must be given at least sixty (60) days prior to the date on which the Agreement is due to expire.

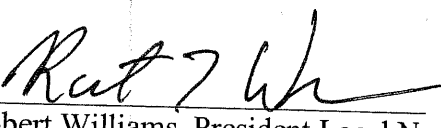
In witness whereof the parties hereto affix their signatures below this ___ day of _____.

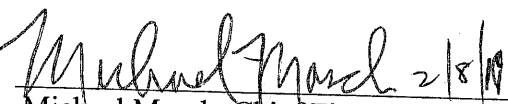
FOR NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS-CWA, AFL-CIO


Charles Braico, President 2/19/19

FOR HOWARD UNIVERSITY


Dr. Wayne A.I. Frederick, President


Robert Williams, President Local No. 31 1/9/19


Michael Masch, Chief Financial Officer 2/8/19

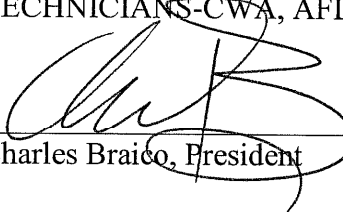
**SUPPLEMENTAL LETTER OF AGREEMENT 1
STATION POLICY
UNIVERSITY CLOSURE**

WHUT-TV is considered to be an essential operating unit of the University, therefore the communication of any type of "NOTICE OF CLOSURE" by the University Officials specifically excludes the personnel associated with WHUT-TV and several other non-academic units.

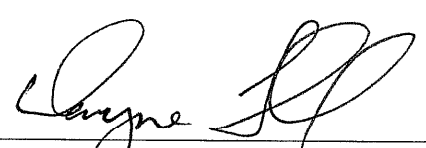
It is therefore the policy of WHUT-TV to require that all Employees, except those on authorized leave, to report for work as scheduled. The foregoing not being possible because of adverse weather conditions, or other circumstances, the Employee shall communicate same to his/her immediate supervisor or designee who will confirm or deny the granting of liberal leave or an appropriate category of accumulated earned leave.

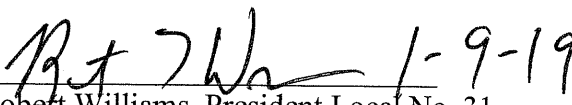
This policy specifically provides for the contracting of suitable room and board accommodations, by management, for those Employees assigned to air operations when the forecast of severe weather conditions or other exigencies involves the shift they are occupying or is predicted to involve the shift immediately following.

FOR NATIONAL ASSOCIATION OF
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