

**A G R E E M E N T**  
between  
**NEW EQUITY PRODUCTIONS, INC. (NEP)**  
and  
**CWA LOCAL 9003**

**COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO**



**NEP.**

**Evergreen Contract**

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### DURATION AND SCOPE OF AGREEMENT

1. This agreement is made and entered into this 28<sup>th</sup> day of March, 2017 and shall remain in full force and effect and shall be considered to, be self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least sixty (60) days prior to the anniversary date of this agreement that the party giving notice desires change, modification or cancellation (it is understood and agreed that a notice to change or modify shall not be construed as a notice of cancellation) by and between New Equity Productions, INC, hereinafter referred to as the "Employer" and the Communications Workers of America, hereinafter referred to as the "Union."

2. It is the purpose and intent of this contract to further working relations between the employer and its employees. The policies set forth within this contract are to govern rates of pay, hours of work, and conditions of employment to be observed by all parties.

3. The employer agrees not to sell or assign its business without expressly notifying the purchaser or assignee of the existence of this collective bargaining agreement and this agreement shall be binding upon all successors and assignees.

4. The masculine pronoun, whenever used herein, shall include the feminine and words in the singular shall include the plural, unless the context indicates otherwise.

## **ARTICLE I MUTUAL INTERESTS**

1. The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and The Union and their respective representatives at all levels will apply the terms of this agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this agreement.

2. Each party shall bring to the attention of all employees in the unit covered by this agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

3. Toward this end, meetings may be held on a semi-annual basis, with dates mutually agreed upon, conducted jointly by the Union and the Employer, for all Union members, to explain the benefits that are derived from maintaining a harmonious Labor/Management relationship, and to discuss any other items as mutually agreed upon.

## **ARTICLE II**

## MUTUAL RECOGNITION OF RIGHTS

1. The employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The operation of the Employer's business and the direction of the working force including, but not limited to, the making or the enforcement of reasonable rules and regulations relating to the operations of the Employer's business, the establishment of reporting time, the right to hire, transfer, lay off, promote, demote, discharge for cause, assign or discipline employees, to relieve employees from duties because of lack of work or other legitimate reasons, to plan, direct and control operations, to the amount and quality of work needed, to introduce new or improved methods, to change practices, and to transfer employees from one location or classification to another is vested exclusively in the Employer, subject, however, to the provisions of this agreement.
3. The Union is aware of the rights traditionally vested with the Employer in the operation of the business. However, the Employer is cognizant of the need to maintain a harmonious working relationship with the Union. Toward this end, the Employer, in pursuing the profitable operation of the business, will not exercise its traditional and undisputed rights without making an attempt to involve the Union and employees in discussions designed to increase the understanding of all those concerned about the nature and need for the exercise of those rights.
4. Unless prohibited by state law, all present employees who are now members of the Union or who hereafter become members of the Union and all new employees following 30 days of employment will be required as a condition of employment to maintain their membership in the Union in good standing during the duration of this agreement by offering to pay regular monthly dues levied against all members.
5. Included in the bargaining unit are all full-time and regular part-time employees classified by the Employer.
6. In the event the Employer establishes new facilities within any of their work locations, the Union will be recognized as the bargaining representative for employees in those new facilities with job titles and/or job duties similar to those represented under this agreement.
7. The obligations of this section shall not apply to employees who are transferred to supervisory or managerial positions or to other positions outside the bargaining unit; nor shall the obligations of this section apply to employees during such times as they are on leaves of absence, layoffs or for any other reason not on the Employer's active payroll.
8. When a new job classification is introduced, the Employer will furnish the Union reasonable information upon which to make a determination as to whether in fact such changed job duties are in the bargaining unit.

10. The first ninety (90) days of employment shall be a probationary period during which time a discharge will not be subject to this grievance procedure.

11. The Employer agrees to print copies of this agreement and distribute a copy to each employee covered by this agreement and to each new employee hired by the Employer to perform a job within the bargaining unit.

### **ARTICLE III ANTI-DISCRIMINATION**

1. The Employer will not interface with, restrain, or coerce employees covered by this agreement because of membership, or activity on behalf of the Union.

2. The policy of the Employer and the Union is not to discriminate against any employee on account of race, color, gender, gender identity, creed, marital status, national origin or age.

3. The Employer agrees to notify the Union representative at the hiring of any new employee and afford an opportunity for the Union representative to explain the Union benefits and the responsibilities within thirty (30) days of hire.

4. Any employee desiring to do so may review items relating to deficiencies in work, thus affecting his employment status, placed in his personnel file back to his date of employment with the Employer.

5. The Employer will furnish the Union a roster of all covered employees, including name, date of employment, social security number, hourly rate of pay, dues and CWA membership status, and will update the roster upon change in personnel.

6. The Employer agrees that the National Representatives of the Union shall be allowed onto the location where workers are employed under the terms of this agreement. This access shall be at a reasonable time and shall, in all cases, be cleared with management prior to entering.

### **ARTICLE IV VOLUNTARY DUES CHECK-OFF**

1. For the period of this agreement, upon receipt of a written, personally signed dues authorization form from any employee subject to this agreement, the Employer will deduct from such employee's pay the weekly membership dues, provided however, that the Employer shall not be obligated to deduct any delinquent dues which became delinquent prior to the effective date of the authorization. The Employer will transmit to the Secretary-Treasurer of the Union on or before the 15th day after the last payday of each month, the total deductions made by the Employer, along with a written report of each employee's name, home address and phone

number, hourly wages, number of hours worked in the month, social security number, job title, net credited service and amount of dues being remitted.

2. When earnings are insufficient to cover the authorized deductions, Union dues shall be deducted in the next payroll period in which sufficient pay is available.

3. The Union will indemnify and keep indemnified the Employer against any and all liability and expense of every kind and nature, without any limitation whatsoever, that shall arise out of any action taken by the Employer in making deductions of Union dues and initiation fees and this indemnification shall include, but shall not be limited to, such matters as all costs of suits, proceedings, claims, demands and expenses, attorney's fees and court expenses.

4. The Employer shall provide the Union each month a list of employees in job classifications covered by this agreement, under the following conditions:

- a) Employees are hired or rehired.
- b) Employees entering or returning from Military Service.
- c) Employees revoking authorization to deducting Union dues
- d) Employees leaving the company.

5. No provisions of this agreement shall be construed as requiring any employee to execute a Union dues check-off authorization. However, the dues deduction authorization, and application for Union membership shall be included with other material new employees complete upon hiring.

## **ARTICLE V GRIEVANCE PROCEDURE**

1. Except as mutually agreed to by the Union and the Employer, the following procedure shall be followed for the purpose of adjusting grievances:

STEP 1: The employee shall file his/her grievance with a steward no later than thirty (30) working days following the event giving rise to the grievance. The steward shall promptly meet with the employee's supervisor, provide the employee's supervisor with a written grievance, and attempt to settle or adjust the grievance. The employee's supervisor has three (3) working days in which to respond to the grievance.

STEP 2: If the supervisor's answer is not satisfactory to the Union, the steward shall refer the grievance to a higher ranking representative of the Union. Such representative shall meet with the second-level manager or the Company's designated representative within ten (10) working days. The manager or designated representative shall give his/her answer to the grievance within three (3) working days after meeting with the representative of the Union.

STEP 3: If the grievance is not adjusted satisfactorily in Step 2, it may be appealed within ten (10) working days to the third level of the Employer and the local representative.

STEP 4: If not adjusted satisfactorily in Step 3, the grievance shall be subject at the instance of either party to arbitration as provided in Article VI.

2. No dispute, complaint or grievance shall be recognized, unless called to the attention of the Employer within thirty (30) days after the Union or the involved employee had knowledge of the occurrence of the facts giving rise to the alleged violation.

3. The Employer and the Union may mutually agree on a waiver of any portion of the three (3) step procedure.

4. Nothing in this agreement shall be construed as restricting the right of an individual employee or a group of employees to adjust any grievance with the Employer through the regular channels of the Employer's administrative organization, provided such adjustment is not inconsistent with the terms of the contract. The Union may take advantage of the opportunity to be present at such adjustment.

5. The Union and the Employer shall keep each other currently informed of their respective, duly authorized representatives who will handle each of the steps in the grievance procedure. Employees shall be compensated for time spent with the Employer's representative on any grievance involving the Employer.

## **ARTICLE VI ARBITRATION**

1. If the grievance proceeds to arbitration, the parties or their designated representatives shall meet and attempt to select an arbitrator. If the parties are unable to select an arbitrator, the Union and/or the Company shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association and the parties, within ten (10) working days after receipt of the list of arbitrators, shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties flipping a coin to determine who shall be entitled to the first deletion.

2. The fees and expenses of the arbitrator shall be divided equally between the Company and the Union. Other necessary arbitration expenses shall also be divided equally between the Company and the Union.

3. The arbitrator shall have no authority to change, add to, subtract from, alter or modify any of the terms and conditions of this Agreement.

## **ARTICLE VII HOURS OF WORK AND OVERTIME**

1. The normal work week shall be forty (40) hours during any one week, either four (4) days for ten (10) hours or five (5) days for eight (8) hours. The work week for the purposes hereof shall be the same as the payroll week. Work performed on scheduled days off shall be compensated at overtime rate.

2. Emergency call-outs from home shall be compensated at double-time the employee's regular hourly rate of pay from the time the employee leaves his home to the time reasonably required for him to return home; with the understanding that in the event of an emergency callout from home no employee shall receive less than three (3) hours pay at double-time his regular hourly rate of pay.

3. The Employer will attempt to distribute overtime as equally as practical among the employees in the same job classification according to a procedure agreed to by the Union and the Employer. No employee will be forced to accept overtime work unless an emergency exists, such as an act of God, and the Employer has sought volunteers and none exist. In the event that there are no qualified volunteers, selection of employees to work shall be made by use of inverse seniority.

4. Covert systems will be compensated at double-time the employee's regular hourly rate for work done before and after normal work hours and for covert systems done any time on Saturdays and Sundays.

#### **ARTICLE VIII HOLIDAYS**

1. The following days shall be recognized as holidays and observed on the date designated by Federal Law:

NEW YEAR'S DAY	PRESIDENTS DAY	MEMORIAL DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	DAY BEFORE CHRISTMAS	CHRISTMAS DAY	NEW YEAR'S EVE
LABOR DAY	INDEPENDENCE DAY		

2. Employees who are not required to work on these days shall be paid their regular rates of pay when such holidays fall on their regularly scheduled work days.

3. Employees shall be paid one and one-half (1-1/2) times their regular hourly rate in addition to their holiday pay for all work performed on holidays.



4. When an employee is absent from work on a scheduled work day immediately preceding or succeeding a listed legal holiday, he shall not be paid for the holiday unless he has been excused in advance by the Employer or is verifiably ill.

5. If a guaranteed paid holiday falls on an employee's regular day off, he shall be allowed a day off in lieu thereof.

6. The above-listed holidays shall be observed on the calendar day designated as the official day of observance except: When a calendar holiday falls on a Sunday, it shall be observed on the following Monday. When a calendar holiday falls on a Saturday, it shall be observed on the preceding Friday.

**ARTICLE IX  
VACATIONS**

1. Vacations shall be granted to employees according to the following schedule based upon length of continuous service:

<b>LENGTH OF SERVICE</b>	<b>AMOUNT OF VACATION</b>
Less than one year	One (1) week
After completion of one (1) year	Two (2) weeks
After completion of five (5) years	Three (3) weeks
After completion of ten (10) years	Four (4) weeks Split into 2 consecutive week increments. Normally no more than 2 weeks to be taken in 45 days.
After completion of fifteen (15) years	Five (5) weeks Split into 2 consecutive week increments. Normally no more than 2 weeks to be taken in 45 days.
After completion of twenty (20) years	Six (6) weeks Split into 2 consecutive week increments. Normally no more than 2 weeks to be taken in 45 days.

2. If an employee takes his or her vacation during a period of which includes a listed legal holiday, the employee shall receive an extra day's vacation. No vacations carried over to next anniversary date without prior approval. EVERY EMPLOYEE MUST TAKE AT LEAST HALF OF THEIR PAID TIME OFF (P.T.O.) DAYS A YEAR. Any remaining P.T.O. days may be carried

over to the following year, or paid at the employee's current rate of pay at the employee's sole discretion.

3. Vacations are to be taken any time during the year with the concurrence of the Employer.

## **ARTICLE X PAID ABSENCES**

1. An employee shall be paid at his or her regular rate of pay up to a maximum of five (5) days pay, during absence required for attending the funeral of a member of the employee's immediate family defined, for the purpose hereof, to include the employee's mother, father, sister, brother, husband, wife, domestic partner, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandchild.

2. It is also mutually agreed that circumstances may arise which justify payment other than those provisions covered above. The Employer will determine if payment should be made in these circumstances based on the facts surrounding the particular incident.

3. After each month of employment, a new employee shall accumulate five (5) hours of compensated time off for Paid Time Off (P.T.O.). After each full year of employment, employees will have sixty (60) P.T.O. hours to use during that year. No P.T.O. days carried over to next anniversary date. P.T.O. days must either be taken off or paid at the employee's current rate of pay at the employee's sole discretion.

## **ARTICLE XI PAY FOR USE OF EMPLOYEE-OWNED AUTOMOBILES, TRAVELING TIME AND EXPENSES**

1. The Employer shall not favor or discriminate against any employee by reason of the use of his personally-owned car in the service of the Employer. Employees when using their own cars in the Employer's service and at the Employer's direction, shall be compensated for at the current rate as set forth by the IRS. In the event that the Employer increases the standard mileage rate above the amount specified above, the increased rate shall apply to members of the bargaining unit.

2. Employee-owned motor vehicles shall be used in service of the Employer only when approved by a supervisor or manager.

## **ARTICLE XII SEVERANCE PAY**

1. In the event of permanent layoff, each employee with more than two (2) years of continuous service with the Employer so laid off, shall receive severance pay at the rate of two week's pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he is laid off.

2. If an employee who has received severance pay is rehired and the period since the date of his layoff is less than the period for which he has received severance pay, the amount paid to the employee in excess of the period of his actual layoff shall be considered as an advance to him by the Employer and repayment shall be made through payroll deductions at the rate of 10% of the basic weekly wage until the amount is fully repaid; and as a condition of re-employment the employee either before, at, or subsequent to the time he returns to the payroll, shall, upon the Employer's demand, execute any and all documents that may be necessary, desirable or proper to effectuate this provision.

3. In the event an employee who is laid off is rehired within a two-year period, his severance pay rights shall be reestablished on the basis of his record of continuous service; provided, however, that in the event of a subsequent layoff, the severance pay to which he is entitled shall be subject to a deduction equal to the amount of any severance pay previously received and for which the Employer was not reimbursed.

4. An employee who resigns, is retired with pension, or is discharged or otherwise dropped for cause, shall not be entitled to severance pay. An employee who is retired on account of age, but does not qualify for pension, shall be entitled to severance pay.

### **ARTICLE XIII SENIORITY**

1. Length of continuous service with the Employer shall be known as seniority. Full-time employees shall have no seniority rights until they have served with the Employer for twelve (12) months.

2. When a new position opens, the Employer will consider all applications and will make its selection on the basis of knowledge, training, ability, skill and efficiency, with due regards to seniority when all other factors are equal.

3. When a layoff (i.e., reduction in force due to lack of work) is made, the principle of seniority based upon continuous employment with the Employer shall apply if all other factors, including productivity, are equal and this has been discussed with the employee.

4. The right of seniority in re-employment shall be afforded to a laid off employee prior to new employees being hired, provided such laid off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address.

5. A voluntary resignation or a discharge shall terminate seniority. Seniority shall terminate after six (6) months of unemployment (layoff).

7. During a leave of absence an employee is not eligible to receive the benefits provided in this Agreement.

#### **ARTICLE XIV HEALTH PLAN**

1. The Employer agrees to continue the current healthcare plan for all covered employees, unless the Union and the Employer agree on a new plan.

2. Any change in carriers elected by the Employer shall in no way reduce the benefits to employees provided by the Plan, or increase the costs to employees of participation in the Plan before consulting with the Union.

3. Plan rates to be re-bid biannually or anytime rates raise more than 5%.

4. Employer will contribute current agreed contribution for family and employee. This amount will increase by 5% if rates raise more than 10% over 3 years.

#### **ARTICLE XV LEAVE OF ABSENCE**

1. A leave of absence without pay may be granted to an employee, work conditions permitting, under the following conditions:

a) Leave of absence will be granted, initially, for a period not exceeding ninety (90) days except in the case of ordered military duty.

b) Leave of absence may be extended, upon written request, but in no case for a period of more than an additional ninety (90) days except in the case of ordered military duty.

c) Employee will receive no wages during his absence.

d) Employee will not accept employment of any kind or engage in self employment.

e) Employee's service record is governed by the rules and regulations of the Benefit Plan.

f) Employee's return to work will be subject to employment conditions at that time.

2. A leave of absence without pay may be granted only when there is good reason for expecting the employee to return to employment, and only for the following reasons:

- a) To attend schools.
- b) To get married.
- c) To perform civic duties.
- d) To attend religious functions.
- e) For family reasons or on account of home conditions.
- f) For maternity.
- g) For performance of ordered military duty in the service of the State Government or Federal Government.
- h) For illness not covered in the Benefit Plan.
- i) For Union business.
- j) For any other cause agreeable to the Employer.

**ARTICLE XVI  
SUB-CONTRACTING**

1. The Employer may sub-contract work as it deems necessary, providing that such subcontracting does not result in the reduction of regular work hours or regular work week of any unit employees. If it becomes necessary for the Employer to sub-contract work when unit employees are on layoff, the Employer shall be required to offer laid off employees the opportunity to perform such work provided they are qualified and the Employer has the necessary vehicles and equipment to carry on such work, before letting the work out to bid.
2. Should subcontracting of work become necessary, it shall only be awarded to companies whose employees are members of the Communications Workers of America. This subcontracting provision will not cover complex repair work that the Employer does not have the necessary equipment or qualified personnel to perform.

**ARTICLE XVII  
JOB RELATED TRAINING**

It shall be the Employer's policy to encourage educational advancement among its employees. Accordingly, the Employer will continue to encourage and provide training for its employees as such training becomes available.

**ARTICLE XVIII  
WORK STOPPAGE**

Since adequate provision has been made in this agreement for settlement of all disputes that may arise between the parties, there will be no strikes, stoppages, slowdown or lockouts in regard to any grievance which is subject to final and binding arbitration. Should the Company refuse to arbitrate any issue which is arbitrable under the terms of this agreement or refuse to

abide by an arbitrator's award if lawful under terms of this agreement, the Union shall be free to call a strike.

## ARTICLE XIX WAGE RATES

1. The wage scales in effect at the time of the signing of this agreement shall remain the same for those employees on the payroll as of the date of ratification, unless mutually agreed between the Employer and the Union. Throughout the life of this agreement, wages may be modified through jointly agreed productivity increases. It is understood and agreed that new employees may not be hired at any rate lower than the existing lowest compensated employee on payroll
2. When an employee is promoted to a higher work grade, he/she shall receive a promotional increase to the minimum of the work grade at no less than the wage rates listed below. Increase or decreases in the basic rates of pay shall not be made effective while the employee is absent due to sickness, accident, or on an authorized leave of absence. No current employee shall suffer a reduction in wage rate due to the signing of this agreement.
3. A 3.5% cost of living adjustment will be given biennial (every two years) where it does not cause layoffs or budget deficit.
4. When employees are required to stay out of town overnight, they shall be reimbursed for full board, lodging and incidentals by the Employer. All such expenses require prior approval by the Employer.

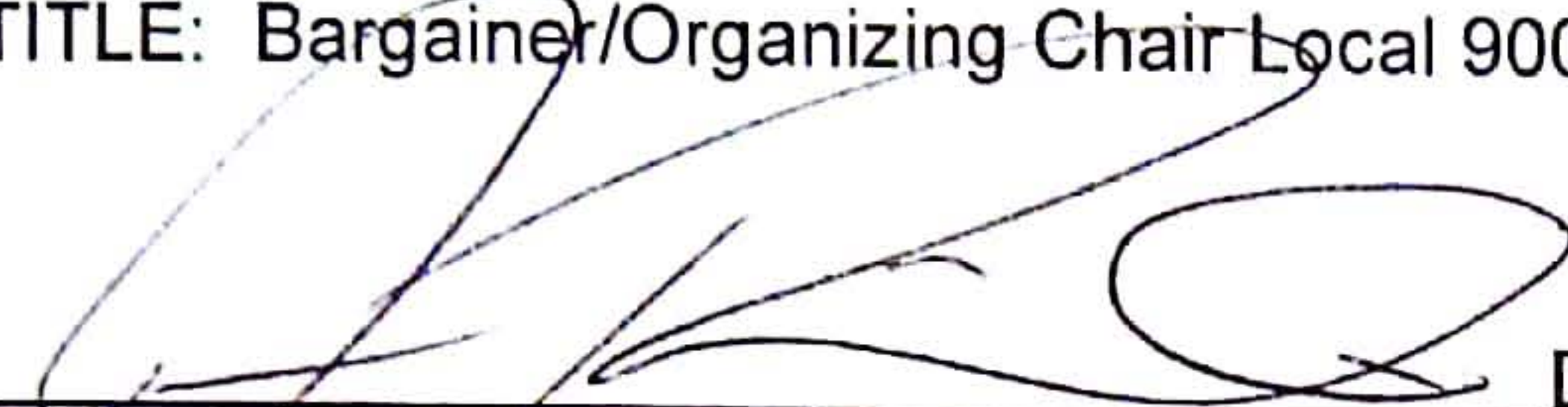
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized representative this 28<sup>th</sup> day of March 2017.

FOR THE UNION:

Wynter Hawk DATE: 3/28/17

Printed: Wynter Hawk


TITLE: Bargainer/Organizing Chair Local 9003

 DATE: 3/28/17

Printed: Jeremy Rankin

TITLE: Bargaining Committee Member/NEP Employee

FOR THE COMPANY:

 DATE: 3/28/17

Printed: Andrew J. Howitt

TITLE: CEO