

**AGREEMENT BETWEEN**

**Lakeshore Public Television**

**(NORTHWEST INDIANA PUBLIC BROADCASTING, INC. /WYIN)**

**AND**

**NABET-CWA, Local 41, AFL-CIO**

**September 28, 2010 to September 28, 2015**

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This agreement is entered into as of the 8th day of March, 2013, with an effective date of September 28, 2010, with no retroactive application except as specifically and expressly stated in this agreement, between Northwest Indiana Public Broadcasting, Inc., owner and operator of Lakeshore Public Television with offices located at 8625 Indiana Place, Merrillville, Indiana 46410, hereafter referred to as "the Company", and the National Association of Broadcast Employees and Technicians-Communications Workers of America (NABET-CWA) Local 41, with offices located at 211 West Wacker Drive – Suite 1030 Chicago, IL 60606 hereafter referred to as "the Union".

## **1.0 BASIC PRINCIPLES**

The Company and the Union have a common commitment to the concept of public television. It is recognized that Northwest Indiana Public Broadcasting, Inc. (Lakeshore Public Television) is a non-profit organization that exists to provide the public with high quality educational and cultural programming. To this end, both parties are committed to a harmonious relationship between them and to the peaceful adjustment of any differences.

## **2.0 RECOGNITION**

2.1 It is the purpose of the parties to set forth in this Agreement provisions covering rates of pay, hours of work, and conditions of employment, and to provide a procedure for prompt and equitable adjustment of grievances so that there will be no interruptions, work stoppages, or strikes or other interferences with the business of the Company during the period of this Agreement.

2.2 The Company agrees to recognize and bargain collectively with the Union as certified by the National Labor Relations Board, in Case No. 13-RC-19274, wherein the Union is the exclusive bargaining representative for all eligible full-time, regular permanent part-time and freelance engineers, technical employees, producers, directors, assistant directors, anchors, reporters, on-air talent, newswriters, and news assistants; but excluding all office clerical employees, confidential employees, production managers, guards and supervisors as defined in the National Labor Relations Act.

2.3 The Company will not interfere with, restrain, or coerce employees covered by this Agreement in their right to self-organize, form, join, assist the Union and to bargain collectively, through the Union, and the right of the employees to refrain from any or all such activities except to the extent that such right may be affected by this Agreement. The Company will not discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in the Union.

2.4 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, religion, non-disqualifying disability, or national origin. The Union shall share equally with the Company the responsibility for applying this provision of the Agreement.

2.5 All references to Employees in this Agreement shall designate both sexes, and wherever either gender is used, it shall be construed to include male and female Employees.

### **3.0 MANAGEMENT RIGHTS**

3.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains solely and exclusively all of its inherent rights to operate and manage its business in all respects in accordance with its commitments and responsibilities whether such rights were previously exercised or not, and to make and alter from time to time rules and regulations to be observed by Employees, including without limiting same to, the right to discontinue old methods and to initiate any technical change as well as any form or type of new method or procedures, to determine programs to be produced, distributed, or sold or services to be rendered or supplied; to determine the size of the working force; to determine policy affecting the selection or training of new Employees; to hire and assign Employees of its own selection and to determine the number to be employed; to extend, maintain, curtail, sell or terminate all or any part of the operations of the Company; to prepare job qualifications and establish job classifications; to assign and re-assign the work to be performed by Employees; to establish and change work schedules; to transfer, promote, demote, layoff, terminate, or otherwise relieve Employees from duty.

3.2 The Company is not subject to any duties not expressly assumed in this Agreement, and this Agreement embodies all restrictions on management rights.

3.3 The express provisions of this Agreement constitute the complete, fully bargained for collective bargaining agreement which shall prevail between the Company and the Union with respect to wages, hours and terms and conditions of employment.

### **4.0 STRIKES**

4.1 During the term of this Agreement, the Union agrees that it shall not authorize nor sanction, and neither its representatives nor covered Employees shall engage in any strike, slow-down, suspension of work, or boycott against the Company for any reason including sympathy strikes and the Company agrees that there shall be no lock-out of its Employees during the term of this Agreement.

### **5.0 WAGES**

5.1 Wage rates will be paid on a bi-weekly basis, on every other Friday afternoon.

5.2 Current Employees and new hires will be paid the following minimum hourly wages. The Company may, at its discretion, increase these rates on an individual merit basis when in its judgment a higher wage is necessary to attract or retain a qualified candidate; It is understood that wage rates are minimum wages and that the Company may, in its sole discretion, pay higher wages on a merit basis.

### Minimum Wages

WYIN Wages		Hourly Rate	Hourly Rate	Hourly Rate
Job Title	As of 9/28/08	Effective upon ratification 7%	Effective 9/28/13 4%	Effective 9/28/14 4%
<b>Production Technician I</b>	\$8.96	\$9.59	\$9.97	\$10.37
<b>Production Technician II</b>	(n/a)	\$10.09	\$10.49	\$10.91
<b>Producer/Director</b>	\$11.68	\$12.50	\$13.00	\$13.52
<b>Master Control Operator</b>	\$10.70	\$11.45	\$11.91	\$12.39
<b>Engineering/Maintenance</b>	\$12.70	\$13.59	\$14.13	\$14.70
<b>On-Air Talent/News Talent</b>	\$10.32	\$11.04	\$11.48	\$11.94

5.3 During the term of this contract the Company will continue its practice of an annual evaluation of each bargaining unit employee's job performance and wages.

### 6.0 WORK WEEK

6.1 The work week shall be understood to start at 12:01 a.m. Sunday and continue until the following Saturday at Midnight.

6.2 All work schedules will be prepared and posted one (1) week in advance of the commencement of the work week. Changes with less than one (1) week's notice may be made only when occasioned by an unanticipated event.

6.3 The Company will make reasonable efforts, but does not guarantee that the regular work week for Employees shall consist of consecutive days off.

6.4 Work schedules may, at the Company's discretion be based on a 10-hour workday with a two week notice to the affected employees. The Company will make reasonable efforts, but will not guarantee to schedule three consecutive days off each work week for those employees assigned a ten hour work day. The Company may, at its discretion rescind this schedule change with a two week notice to the affected employees.

6.5 Meal periods and relief breaks on the premises shall be part of the regular work day and there shall be no change from the current practice.

## **7.0 OVERTIME, TURNAROUND AND LONG TOURS**

7.1 All overtime must be approved in advance by Company management. When an employee works a remote assignment (excluding out of state or out of country assignments involving air travel), such employee shall be paid an overtime rate of time and one-half for all work performed in excess of ten (10) hours in any one (1) workday or forty (40) hours in any one (1) work week. For employees on such remote assignments who do not return to the Company premises after concluding the assignment, due to inclement weather or for other reasons, they shall be considered off the clock for purposes of calculating hours worked once they have secured a location to stay for the night.

## **8.0 HOLIDAYS**

8.1 The station will recognize the following holidays each year:

New Year's Day - January 1  
Martin Luther King Jr. Day or President's Day  
Memorial Day - last Monday in May  
Independence Day - July 4  
Labor Day - first Monday in September  
Veterans Day or the Friday following Thanksgiving  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - December 25

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

When a holiday falls on a Sunday, the holiday will be observed on the succeeding Monday.

8.2 Employees who are required to work on a recognized holiday will be paid at the overtime rate of time and one-half (1 ½ x) for all hours worked. When a holiday falls on a full-time Employee's regularly scheduled work day, and he is not required to work on that day, he shall receive an additional day off with pay, in the future, which shall be scheduled by mutual agreement between the employee and the Company. If a full-time employee is granted the day off on a recognized holiday, in addition to their regular days off in a workweek, no further compensation or credit is required.



## **9.0 TRAVEL**

9.1 Each Employee will be compensated for use of his car when used at the Company's request. Such compensations will be at the rate set by the Lakeshore Public Television management and Board of Directors per mile during the term of this Agreement. It is understood that an employee will not receive mileage to and from his home and his assigned place of employment.

9.2 Other reasonable travel expenses will be reimbursed when authorized by the Company in advance.

9.3 Employees assigned to remote work assignments will be credited with all appropriate hourly pay and any necessary travel expenses for travel from the television station to the site of the remote.

9.4 The Company will provide food and beverage service, if not otherwise provided through a remote assignment contract, at remote work assignments. In the event food and beverage service is not provided at remote work assignments, or in the event employees are not able to partake in the meal break, such employees may obtain their own food and beverage for an amount not to exceed twenty (\$20) dollars, and shall submit a receipt for the food and beverage purchase, which will then be reimbursed by the Company.

A remote assignment is defined as an off-site assignment of eight (8) or more hours, inclusive of travel. In the event the off-site assignment lasts longer than twelve (12) hours, inclusive of travel, employees may obtain additional food and beverage for an amount not to exceed ten (\$10) dollars, and shall submit a receipt for the food and beverage purchase, which will then be reimbursed by the Company.

Local electronic news gathering (ENG) assignments are exempt from this contractual provision.

## **10.0 PROBATION**

10.1 New Employees will be on probation for a period of ninety (90) calendar days from the date they begin employment.

10.2 During the probationary period, the Employee will be considered temporary and may be transferred or discharged at the discretion of the Company and such transfer or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

10.3 Upon the completion of their period of probation, an Employee shall be considered a regular Employee and all provisions of this Agreement shall apply. Seniority shall date from the Employee's starting date of employment.

10.4 Employees who have completed their period of probation may be disciplined or discharged for just cause. In the event that an Employee who has completed their probationary period is disciplined or discharged by the Employer, and the Employee believes that it is without just cause,

the matter may be handled as a grievance under the "Grievance and Arbitration" Section of this Agreement. The Union agrees that just cause includes, but is not limited to:

- (a) theft or dishonesty
- (b) falsification of records
- (c) willful damage of property
- (d) assault
- (e) use of alcohol or illegal drugs while working
- (f) working while under the influence of alcohol or illegal drugs
- (g) chronic lateness or absenteeism
- (h) any criminal activity while on the job
- (i) willful insubordination or failure to comply with Company rules
- (j) unexcused or excessive absenteeism or tardiness
- (k) failure to report off
- (l) unsatisfactory work performance
- (m) using tobacco or any tobacco products on company premises
- (n) an employee classified as "on-air talent" who is not meeting the artistic needs of the

station, as determined by management. In the event the Company seeks to discharge an employee, classified as "on-air talent", for "just cause" under this "artistic needs" provision, the Company will first issue the employee a written corrective action plan to describe the deficiencies and desired improvement. If, at the conclusion of thirty (30) calendar days, the required improvement has not been achieved, the Company will inform the employee of the continued deficiencies, and will conduct an additional meeting with the employee in ten (10) business days to determine if the required improvement has been achieved. If the employee's deficiencies persist, as determined by management, the discharge for "just cause" shall occur.

## **11.0 GRIEVANCE/ARBITRATION**

11.1 A grievance is defined as a disagreement, dispute, or question between the Union and the Company involving the interpretation, application, or performance of the terms of this Agreement.

11.2 To be considered, a grievance must:

- (a) be orally presented to an authorized management representative and if not resolved;
- (b) be reduced to writing
- (c) cite the applicable contract provisions alleged to have been violated, stating all pertinent facts to the best of the grievant's or Union's knowledge and belief;
- (d) be signed;
- (e) be dated;
- (f) be delivered to the General Manager, or his designee, if the grievance is against the Company; or to the Shop Steward if the grievance is against the Union.

11.3 To be valid, a grievance must be filed within thirty (30) calendar days of the event, giving rise to the grievance.

11.4 Designated representatives of the Local Union and the Company will meet and consider any grievance within sixty (60) calendar days of the date of its initial presentation to management. Such time limits may be extended, by mutual agreement.

11.5 Terms of settlement of any grievance shall be reduced to writing and signed by the parties, and a copy shall be furnished to the Union, the Company, and any Employee directly concerned.

11.6 If any grievance is not settled within thirty (30) calendar days following the date of the meeting above either party may submit, in writing, a request for arbitration as hereinafter provided. A grievance which has not been settled or placed on hold or referred to arbitration within thirty (30) calendar days from the 11.4 meeting shall be deemed automatically withdrawn.

11.7 Unless there is mutual agreement to the contrary, the consideration of all grievances by representatives of the Union and the Company will take place in Lake County, Indiana.

11.8 Arbitration: The request for arbitration shall be in writing, dated, and signed by the party requesting the same. No request for arbitration shall be valid unless all steps of the grievance procedure outlines above shall have first been taken or have been waived by mutual written agreement.

11.9 All arbitrations shall be conducted under the Rules of the American Arbitration Association and all arbitration hearings shall take place in Lake County, Indiana, or any other mutually agreed upon location.

11.10 The decision of the arbitrator on matters submitted shall be final, binding and conclusive upon all parties, and may be reduced to judgment in any court of competent jurisdiction.

11.11 Any actions or proceedings relating to arbitrations under this procedure, including but not limited to motions to compel, to stay and to enforce, shall be brought in any court having jurisdiction of such matters arising in Lake County, Indiana.

11.12 The arbitrator shall have no authority to modify, amend, alter, change, or subtract from any provisions of this Agreement.

11.13 Each party to the arbitration shall bear its own expenses including expenses of counsel and witnesses presented by it; the parties will share equally in the fee, cost, and expenses of any court reporter, if required, and the arbitrator.

## **12.0 LAY-OFFS AND SENIORITY**

12.1 Seniority shall be computed from the first date of work. Regular permanent part-time workers shall receive pro-rated seniority based on actual hours worked.

12.2 In the event that the Company decides, in its discretion, to lay off any Employee, determination of which Employees to be laid off shall be based, first on the operating and artistic needs of the station as determined by management; second by the relative qualifications (ability,

experience, range of positions which an individual is qualified to fill), as determined by management, of individuals for the jobs from which reduction is to be made and, if these qualifications are equal, reduction shall be made on the basis of continuous service of non-probationary Employees. Provided, however, that on-air personnel lay offs shall be determined solely by management based on its evaluation of the programming needs of the station and the suitability of the Employee(s) for the specific on-air needs. In the event that the Company, in its sole discretion decides to lay-off any employee the following will apply:

1. Regularly scheduled full-time employees will receive 40 hours severance pay for each calendar year of 2080 hours worked. Severance pay will not exceed 160 hours. Severance pay will be paid at the employees' rate of pay at the time of layoff.
2. Part-time employees will not receive severance pay.

12.3 Employees shall be recalled in reverse order of lay off, provided they have, in the judgment of the company, the necessary skill, experience, ability and qualifications to perform the available work.

12.4 The Employer will recall laid off Employees in classification seniority order. If, however, within the succeeding twelve (12) months, after a lay off, a vacancy in his classification should occur, the Employer will notify the laid off Employee and the Union by first class mail and/or e-mail of the opening and the Employee will have seven (7) days from mailing of the Employer's notice to accept reemployment. Laid off Employees have the obligation to keep the employer advised of their current address and phone number. All recall rights will terminate twelve months following the date of layoff.

12.5 Seniority shall continue to accrue if an Employee is granted a leave of absence for maternity, paternity, military, Union activity, accident, illness or vacation following the date of layoff.

Seniority shall hold for: A layoff or a regular unpaid leave of absence.

Seniority shall terminate when:

1. A layoff exceeds twelve (12) months.
2. A just cause discharge in which the Employee is not reinstated through the grievance and arbitration procedure.
3. By voluntary resignation.
4. Failure to report to work following a leave of absence.

12.6 The Employer shall give at least two (2) weeks written notice of lay off, except in the event of unforeseen problems, such as mechanical or electrical problems, acts of God or other similar causes.

**13.0 TERM**

13.1 This Agreement shall take effect on September 28, 2010 shall remain in effect through September 28, 2015 and shall be automatically renewed for subsequent one (1) year periods thereafter unless terminated by written notice of intention to terminate or modify this agreement sent by either party at least (60) days prior to September 28, 2015 or the termination of any subsequent extension of this contract.

13.2 Hours of service or other longevity credit for all benefits, including but not limited to vacation and sick leave, will begin to accrue as of July 1, 1997.

**14.0 VACATION**

14.1 A Full Time Employee shall first become eligible for vacation after completing six (6) months of service. The employee will then receive vacation on the basis of the following schedule:

<u>Hours of Service</u>	<u>Amount of Vacation</u>
1,040	40 hours each calendar year
2,080	80 hours each calendar year
10,400	120 hours each calendar year

14.2 A qualifying part-time employee shall also become eligible for vacation after completing six (6) months of service. A part-time employee who works 1,560 hours in a calendar year shall be eligible for forty (40) hours of vacation time in the subsequent year. For purposes of eligibility, this provision is effective beginning January 1, 2012.

14.3 Vacation pay shall be the Employee's base hourly pay at the time of vacation.

14.4 Vacation may be taken in units of time equivalent to Employee's average work day. Company is not required to accept such vacation units if not requested prior to posting of the work schedule for the week in which the vacation time would fall.

14.5 Seniority will govern choice of vacation periods with the understanding that the Company's operations will be completely covered at all times.

14.6 It is the responsibility of the Employee to use all vacation to which he is entitled before the end of each calendar year. Vacation time is not accumulative and shall be lost if unused.

### **15.0 MILITARY LEAVE**

15.1 Applicable requirements of State and Federal laws will govern in the case of Employees who are called into military service.

### **16.0 PERSONAL LEAVE**

16.1 The Employer will consider, but is not obligated to grant, a request for unpaid leave of absence. If granted, the duration and terms of a leave of absence will be put into writing. A full time employee will be granted a leave of absence of three (3) days with pay in the event of a death in the immediate family (parents, parents-in law, husband, wife, domestic partner, children, brothers, sisters and grandparents).

### **17.0 UNION ACTIVITY LEAVE**

17.1 The Employer agrees to consider, but is not obligated to grant, requests for an unpaid leave of absence to conduct union business. If granted, the duration and terms of the leave of absence will be put into writing, sent to the Union and placed in the Employees personnel file.

### **18.0 EQUIPMENT, SUPPLIES**

18.1 The Employer agrees to furnish such equipment or supplies that it deems necessary for the performance of the duties in any classification.

### **19.0 BULLETIN BOARDS**

19.1 The Employer will provide bulletin board space in the master control area for notices relative to Union matters.

### **20.0 FEDERAL AND STATE LAWS**

20.1 If any provision of this Agreement is in conflict with any Federal or State statutes, or local ordinances, it shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect.

### **21.0 GENERAL PROVISIONS**

21.1 No waiver of the Agreement between the Company and the Union may be granted by an individual member of the Union or by management. Waivers may be granted only by representatives of the parties when such waiver is requested and approved by respectively the Local Union Steward and the President and General Manager of the Employer.

21.2 All current full time bargaining unit employees who worked in the twelve (12) month period prior to ratification shall be entitled to participate in the Company's 403(b) plan to the extent such participation is permitted by applicable law. The Company will match bargaining unit employees' contributions on the same basis, and in the same manner, as other employees of Lakeshore Public Television.

## **22.0 DUTIES**

22.1 Each unit Employee will be assigned to one of the classifications listed below and the posted work schedule will properly reflect such assignment. The primary duties of each classification are defined in the individual sections.

- (a) Production Technician I
- (b) Production Technician II
- (c) Master Control Operator
- (d) Producer/Director
- (e) Engineering/Maintenance
- (e) On-air Talent

The parties recognize that individuals whose overall primary job function is to perform technical production and broadcast duties described in this Section shall be covered by the terms and conditions of this collective bargaining agreement. Nothing in this Agreement shall prohibit Company personnel who serve as managers or supervisors, as defined by the National Labor Relations Act ("NLRA") and in accordance with instructive legal precedents, from performing any station function or operating any station equipment when such actions are deemed necessary by the Company for the proper functioning of the station. The use of management or supervisory personnel should be used to augment, but not replace, bargaining unit positions; although it is recognized that some station personnel may perform bargaining unit-type work while still satisfying the NLRA definition of manager or supervisor, and such personnel are not precluded from engaging in such activities. The Company may continue to use interns and volunteers to the same extent and under the same conditions proportionally as have previously been established. Ultimately, no bargaining unit employee will be laid off as a result of non-bargaining unit employees performing bargaining unit work.

### **22.2 PRODUCTION TECHNICIAN I**

Employees may be classified as Production Technician I or II, depending on relevant industry experience as well as production skill set. In the case of employees classified as Production Technician I, such employees will be periodically reviewed by management and may be permanently reclassified to Production Technician II as a full-time employee, or as a permanent part-time or freelance employee. Personnel in this classification will operate studio, control room, remote, field, and editing equipment in support of on-air and production activities. Their assigned duties shall include, but are not limited to, the following:

1. Operate studio and field equipment as assigned.
2. Perform simple editing assignments as assigned.
3. Assist in the editing of complex programs under the direct supervision of the Director or manager assigned.

4. Set up sets and props in studio, field, and remote locations.
5. Assist with the set up and operation of equipment in studio, field, and remote locations.
6. Provide assistance in the production of special on-air or taped events.
7. Operate and program the character generator in studio.
8. Perform Floor Director/Stage Manager functions.
9. Other duties as assigned by the General Manager of Lakeshore Public Television or his or her designee.

### **22.3 PRODUCTION TECHNICIAN II**

Personnel classified as Production Technician II are employees possessing advanced production skill sets and/or multiple skill set proficiencies. These individuals are responsible for advanced technical and production equipment set-up and operation. They shall perform such duties in the production of live and taped programming as necessary. Their duties shall include, but are not limited to, the following:

1. Set-up and configure technical and production equipment
2. Operate cameras (fixed, full-up and held-held)
3. Operate audio mixing consoles and related equipment
4. Operate video switchers and related equipment
5. Operate EVS and related or similar record/replay equipment
6. Operate and program the character generator on remote productions
7. Edit complex programs

### **22.4 MASTER CONTROL OPERATOR**

Personnel classified as Master Control Operators are responsible for the on-air operation of the station including playback and recording of programming and breaks, operation and monitoring of transmitter, shading cameras during production, and assisting in the production of live and taped programming as necessary. Their duties shall include, but are not limited to, the following:

1. Operate, monitor, and adjust (as necessary) transmitter via remote control.



2. Broadcast programs, breaks, and associated events as defined by the program log.
3. Operate master control switcher, satellite receivers, character generators, camera control units, archival storage servers and video tape machines of various formats, audio mixers, routing switcher, frame synchronizers, and other equipment that supports on-air operations and production activities.
4. Record a variety of studio-based programs as assigned or requested.
5. Set-up and record satellite feeds as assigned or requested.
6. Perform routine set-up of digital and analog recording devices for recording and playback of programs, promos, underwriting spots, public service announcements, and other materials in support of on-air and production activities.
7. Make copies of programs or other materials as assigned or requested.
8. Time recorded programs (live, tape, or satellite) for air.
9. Label recorded programs (live, tape, or satellite) for later playback.
10. Operate studio camera control units as necessary for live or taped programs.
11. Complete all logs and associated paperwork including, but not limited to, program logs, transmitter logs, record schedules, dubbing requests and satellite requests.
12. Perform simple editing of programs and program segments and assist in the editing of complex programs.
13. Occasionally direct live programs or program segments.
14. Provide assistance in the production of special on-air or taped events.
15. Other duties as assigned by the General Manager of Lakeshore Public Television or his or her designee.

## **22.5 PRODUCER/DIRECTOR**

Personnel in this classification will produce and/or direct or assist in the production of simple to complex programs as assigned. Their duties shall include, but are not limited to, the following:

1. Propose and/or develop program ideas.
2. Perform pre-production activities including securing talent and/or guests, writing copy, designing sets and graphics, develop open and close material for programs, scheduling facilities, and other duties to insure the program is prepared for taping or air.

3. Write program and promotion copy as assigned.
4. Provide assistance in the production of special on-air or taped events.
5. Assist in the production or editing of complex programs by operating studio, field, and remote equipment.
6. Operate studio, field, remote, and editing equipment to complete assigned programs.
7. Perform complex editing assignments as needed.
8. Operate remote equipment as assigned (Replay, A-1, Graphics-1)
9. Design complex motion graphics
10. Other duties as assigned by the General Manager Lakeshore Public Television or his or her designee.

## **22.6 ENGINEERING/MAINTENANCE**

Personnel classified as engineering/maintenance will be responsible for the operation, repair and routine maintenance of studio, field, remote, microwave, transmitter, and other mechanical and electronic equipment used by the station. These personnel may also be assigned duties in master control, editing and production. Their duties shall include, but are not limited to, the following:

1. Repair digital and analog broadcast equipment to component level to maintain on-air operation and production activities.
2. Maintain and operate transmitter, microwave, and satellite equipment to deliver best possible signal to viewers and cable systems.
3. Design and build auxiliary equipment and circuits to support on-air operations and production activities.
4. Perform routine maintenance on all equipment to ensure proper operating parameters.
5. Perform routine set-up on all production and on-air equipment to ensure proper operating parameters
6. Install and initially set-up studio, field, remote, microwave, transmitter, and other mechanical and electronic equipment to support on-air and production activities.
7. Serve as master control operators as necessary to support the on-air operations of the station.

8. Assist in the set-up and production of special on-air or taped events.
9. Assist in maintenance of general plant equipment as assigned.
10. Perform other duties as assigned by the General Manager of Lakeshore Public Television or his or her designee.

## **22.7 ON-AIR TALENT**

Personnel in this classification will be on-air talent/hosts/participants of various WYIN live or recorded locally produced programs as assigned. Such locally produced programs may include, but are not limited to, news, sports, entertainment, community service and pledge drives. Their duties shall include, but are not limited to, the following:

1. At the direction/request of Lakeshore Public Television's management, staff on-air talent will represent Lakeshore Public Television as on-air personalities.
2. Help to produce programs as directed/requested.
3. Provide voice-over or sound-on-tape recordings as required
4. Assist in promoting station programming and activities.
5. Participate in, and support, Lakeshore Public Television fund raising activities.
6. Assist in scripting programs in which they are participating.
7. Develop news story ideas.
8. Shoot, edit, write news stories.
9. Public appearances including station promotions and fundraisers
10. Produce and anchor daily newscast or special programming.
11. News reporters/anchors may require "on call" status. Employees may be required to cover stories outside scheduled hours as necessary.
12. Perform other duties as assigned by the General Manager of Lakeshore Public Television or his or her designee.

### **23.0 UNION PARTICIPATION**

Both parties recognize the enactment of Indiana Code (IC) 22-6-6 (Right to Work) on March 14, 2012. All sections, provisions or Sideletters of the collective bargaining agreement, as well as any past practices between the parties, that are in violation of IC 22-6-6 shall be void and unenforceable. In the future event that the State of Indiana amends or repeals IC 22-6-6 - in whole or in part – specifically rendering IC 22-6-6-8, IC 22-6-6-9 and IC 22-6-6-10 no longer the law in Indiana, the provisions of this Section 23 shall become effective within thirty (30) days from the enactment date of such amended law. Until the State of Indiana takes such action, this Section 23 shall remain void and unenforceable as it pertains to WYIN employees.

23.1 The Company agrees that, as a condition of employment, all Employees covered by this Agreement shall, thirty (30) days after execution of this Agreement, or in the case of new Employees, thirty (30) days after commencement of their employment, whichever is later, become and remain members of the Union in good standing, or satisfy all required financial obligations to the Union, during the term of their employment under this Agreement or any extension thereof. Provided, however, that membership shall be made available on the same terms and conditions pursuant to the Local 41 By-Laws and that membership is not denied or terminated for reasons other than failure of the Employee to tender the regular periodic dues, regular initiation fee or failure to follow the Local 41 By-Laws.

23.2 The Company will, within five (5) business days after receipt of notice from the Union, give notice to any Employee who is not in good standing in the Union that his/her employment shall not continue for more than two (2) additional weeks from the time of the Company's communication if he/she does not become a member in good standing in the Union, or satisfy all required financial obligations to the Union, at which time such Employee will be deemed to have voluntarily resigned from employment.

23.3 Notwithstanding the language of Section 23.1, by which the parties recognize that compulsory union membership would be unlawful during the time that Indiana's Right to Work Law remains in force, the Company and the Union agree that the Union may send a letter (the language of which has been agreed and is appended to this contract), after fifteen (15) days if employment in any calendar year or thirty (30) days of employment in two or more years, whether such individual would like to join the union.

### **24.0 MEDICAL INSURANCE**

24.1 A full-time Employee is one who regularly and customarily works forty (40) or more hours per week. A part-time Employee is one who regularly and customarily works less than forty (40) hours per week.

24.2 Employees are eligible for coverage under the Company's current medical insurance policy if, but only if:

- (a) eligible employees regularly work forty (40) hours per week or more, and

- (b) they meet the customary and regular insurability standards of the insurance carrier currently providing the Company's policy.

24.3 For eligible full time Employees, the Company will pay 70% of the premium for Employee coverage only. All part-time employees who were eligible for medical insurance coverage under the 2003-2006 contract and were accepted into the station's plan will continue with such coverage throughout the term of this contract, at company's expense. The company shall have no other obligations to pay premiums for Part-Time employees.

24.4 Dependents of an eligible Employee may be added at Employee expense through payroll deduction if they meet the customary insurability standards of the insurance carrier currently providing the Company's policy.

24.5 The Company reserves the right to change insurance carriers and levels of benefits but will provide the same policy and level of benefits for both management and hourly Employees.

## **25.0 SICK LEAVE**

25.1 Full-time Employees earn 40 hours of sick time per year at a rate of 10 hours per quarter. Part-time Employees earn sick days on a pro-rata percentage basis. For example, a part-time Employee who works twenty (20) hours per week will earn sick leave at one-half the rate of a full-time Employee (5 hours per quarter).

25.2 Sick leave is earned and will be computed on a quarterly basis as of January 15, April 15, June 15, and September 15. An Employee can only use that amount of sick leave which was accumulated at the end of the previous quarter.

25.3 Unused sick leave does not carry over from year to year. Unused sick leave may be accrued up to a maximum of 90 days only when it is forwarded to a catastrophic illness/accident/pregnancy pool for that employee. It has no cash value and is not payable when the employee quits or is terminated from employment with the Company. Any unused sick leave at the end of each calendar year will automatically be transferred to the pool for that employee, with the exception of any hours exceeding the maximum amount of leave to be accrued. Whether a condition meets the criteria as a catastrophic illness/accident in order for an employee to access this pool of saved leave is at the sole discretion of the Company.

25.4 Sick leave can be used after the completion of the probationary period for personal illness, funeral leave, or jury duty leave. The pay for sick days will be the Employee's current hourly rate. Sick days can only be taken for the purpose indicated. They are not to be used as days of personal leave. False use of sick days will be subject to discipline.

**26.0 DUES CHECK-OFF**

26.1 Upon receipt of a signed authorization of the Employee involved in the form set forth herein, the Company will deduct from the employee's pay check the dues payable by the Employee to the Union during the period provided for in said authorization. Deductions for the Union dues shall be remitted to the Sector Office of the Union (501 Third Street, N.W., Washington, D.C. 20001) no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month. The Company will furnish the Sector Office and the Local Union, at that time, with an alphabetical record of those for whom deductions have been made, gross earnings of each Employee for the period and the total amount of each deduction.

26.2 The Union shall be fully responsible for the validity of the authorization and agrees to reimburse the Company for any deduction for Union dues, initiation fees, or service charges made and paid over the Union which may later be held to have not been authorized by the Employee or which may constitute illegal deductions and the Union agrees to indemnify and hold harmless the Company against any loss or claims for damages resulting from the deductions aforesaid and against any award, judgment, loss or expense arising out of any claim made against the Company because of such deduction.

26.3 The Company and the Union agree that the checkoff authorization shall be in the following form:

TO: Northwest Indiana Public Broadcast, Inc. (Lakeshore Public Television)  
8625 Indiana Place  
Merrillville, IN 46410

I hereby authorize Northwest Indiana Public Broadcast, Inc ( Lakeshore Public Television) to deduct once each payday from my wages a sum equal to one and two-thirds (1.67%) of my total earnings from the previous monthly period including all overtime and penalty payments, on account of membership dues in NABET-CWA. In addition, I authorize the deduction of the initiation fee in an amount equivalent to \$250.00 to be deducted from my wages in equal amount over a period of one (1) year. The sums thus to be deducted are hereby assigned by me to NABET-CWA, and are to be remitted by the COMPANY to the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS - COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between Northwest Indiana Public Broadcast, Inc. (Lakeshore Public Television) and NABET-CWA, AFL-CIO, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period thereof. Such revocations shall be affected by written notice by Registered Mail to the Company and the Union within such ten (10) day period.

INITIATION FEE \$4.81 per wk. - LOCAL DUES 1.67% PER WK. - TOTAL INITIATION FEE \$250.00

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

WITNESS: \_\_\_\_\_

## **27.0 CALL-IN PAY**

27.1 If an Employee is called in to perform unscheduled work, except work commencing prior to and extending into a regular shift or immediately following a scheduled shift, he shall receive not less than four (4) hours pay at his regular rate of pay plus any additional time worked, at their regular rate of pay.

## **SIDELETTER 1**

### **Personal Service Agreements**

The Union agrees that the wage terms of each individual classification in the Lakeshore Public Television / WYIN are minimums. The Company and the Union further agree that nothing contained herein shall prevent an employee from negotiating a personal services agreement directly with the Company without Union involvement, which personal services agreement shall contain better terms than the minimums provided in this agreement.

The Company shall notify Local 41, in writing of any personal services agreements entered into and such agreement will be made available to the Union upon request. The local Union will restrict persons who will have access to these agreements to a "need to know" basis and will keep the identity of the individual and over scale amount confidential.



## **SIDELETTER 2**

### **Freelance Workers**

The parties acknowledge that certain freelance workers who performed work for Lakeshore Public Television during the term of the previous collective bargaining agreement may have missed an opportunity to attain membership in the Union. In recognition of prior service, all freelance workers who have worked fifteen (15) days in any calendar year, or thirty (30) days in two or more calendar years, since September 28, 2006, shall have the unrestricted option to become a member of the Union, or pay applicable dues and initiation fees (required financial obligations). Such workers shall be notified in writing of such option and shall have ninety (90) days from the date of such written notification to exercise their option. NABET-CWA will be responsible for authoring and distributing such written notification.

IN WITNESS WHEREOF, Northwest Indiana Public Broadcasting, Inc. Lakeshore Public Television and the National Association of Broadcast Employees and Technicians Communications Workers of America, AFL-CIO, have caused this Agreement to be duly executed on their behalf of their respective officers, duly authorized, on and as of September 28, 2010.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS – COMMUNICATIONS WORKERS OF AMERICA, LOCAL 41

NORTHWEST INDIANA PUBLIC BROADCASTING, INC (Lakeshore Public Television)

s/Charles Braico (3/28/13)

s/Mary Lewis (3/28/13)

By: Charles G. Braico (Date)  
President  
NABET-CWA, Local 41

By: Lakeshore Public Television (Date)

s/James C. Joyce (4/2/13)

By: NABET-CWA Sector President (Date)