COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF TRUSTEES OF CITY COLLEGES OF CHICAGO

and

RADIO AND TELEVISION BROADCAST ENGINEERS,
LOCAL NUMBER 1220
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

July 1, 2009 to June 30, 2011
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AGREEMENT

AGREEMENT made and entered into this 2nd day of September 2010, by and between the Board of Trustees of Community Colleges Dist No. 508 County of Cook and State of Illinois, owner and operator of Television Station WYCC/CHANNEL 20, having its offices in Chicago, Illinois, and any of its subsidiaries hereinafter set up to perform UNIT WORK as defined in this AGREEMENT, hereinafter called the "Employer" and the RADIO AND TELEVISION BROADCAST ENGINEERS, LOCAL NUMBER 1220 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union", Bargaining representative of all employees covered by the Agreement in the following job categories: Master Control operator, Broadcast Coordinator, Announcer, Technical Director, Editor, Traffic Coordinator, Maintenance Engineer, Assistant Chief Engineer, Videographer/Lighting Technician, Systems Engineer and Part-time Technical Assistants, now or hereafter employed by the Employer, its lessees, successors, or assigns during the term of this Agreement, Reference to "Employee" shall consist of all listed job categories.

BASIC PRINCIPLES

The Employer and the Union have a mutual interest in the Television Industry. In recognition of those problems attendant to an educational television operation, the provisions of this Agreement represent a mutual attempt to provide a beneficial service for the public. Stabilized conditions of employment improve the relationship between the Employer, the Union, and the Public. All will benefit by harmonious relations and by adjusting any differences through rational, common sense methods.

THEREFORE, to these ends and in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:
ARTICLE I

Duration - No Strike or Lockout - Union and Employee Rights

This Agreement shall be effective on July 1, 2009, and shall be retroactive as to wages and overtime premiums to and including July 1, 2009; and shall remain in effect through the 30th day of June, 2011.

Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the 30th day of June 2011, or the 30th day of June of any subsequent year, and the two parties shall, within thirty (30) days after giving such Notice, meet and commence negotiations of the proposed changes or of a new contract. Whenever Notice is given by either party of proposed changes, at the first joint contract negotiating meeting the parties shall exchange written proposals stating the nature of the changes desired. In the event that, as a result of such negotiations, this Agreement has not been renewed, modified or extended by the date on which it would otherwise have terminated as a result of such Notice, status quo conditions shall continue until either party gives the other written Notice terminating such conditions. Changes, Supplements, or Amendments to the express provisions of this Agreement may be made at any time by mutual consent, but any such Changes, Supplements, or Amendments shall be reduced to writing, signed by both parties hereto, and approved by the International Office of the Union, the same as this Agreement.

Section 1.

a. Fair Share Fee. The Union will represent all of the Employees in the bargaining unit, members and non-members, fairly and equally, and therefore all such Employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration commencing on the thirty-first (31st) day after their initial employment by paying an amount equivalent to the uniform dues required of members of the Union.

b. Dues Check-off. The Employer shall deduct Union dues from each regular paycheck of employees. The Employer shall notify the Union of all new employees in the bargaining unit, upon their employment. For the purpose of this Section, "employment" shall mean the date upon which an employee is assigned a schedule for his/her first day of work.

Such dues deductions shall also be made during vacation periods and/or from checks covering vacation periods.

All monies withheld from wages to satisfy dues requirements shall be forwarded to the Union on a monthly basis. At the same time, the Employer shall furnish a list showing the names of the employees from whose pay regular dues deductions were made and exact amounts deducted and forwarded.

The Union shall defend and hold the Employer harmless for all actions taken in compliance with this section.

c. The Employer shall give the Union advance notice of vacancies in existing positions or the creation of new positions, to the extent that such is feasible, provided that it is anticipated that a regular employee will be added who is not currently employed by the Employer. At the time of employment, all new employees shall be notified of the status of the union as bargaining agent.
For those positions not currently filled with staff employees of WYCC-TV, the Employer agrees to make its best efforts to select production crew from the list of current members of IBEW Local 1220. The Union will provide a list of such available employees on a regular basis.

Section 2.

The Employer recognizes the right of its employees to self-organization and to bargain collectively through representatives of their own choosing. Radio and Television Broadcast Engineers, Local No. 1220 of the International Brotherhood of Electrical Workers is hereby recognized as the sole collective bargaining agency for all employees for whom it has been certified as the bargaining agent by the Illinois Educational Labor Relations Board.

Section 3. - Jurisdiction

The Jurisdiction of this Agreement includes the duties of the Master Control Operator, Broadcast Coordinator, Announcer, Technical Director, Editor, Traffic Coordinator, Maintenance Engineer, Videographer/Lighting Technician, Assistant Chief Engineer and Part-time Technical Assistant, as those duties are listed in each job description. The job description shall be a guideline for performance of an employee's duties, copies of which shall be available from the General Manager, held at the Union office, and provided to each employee upon his/her employment with WYCC. If the Employer shall amend an existing job description covering a bargaining unit position or issue a new job description for a unit position, such shall be submitted to the Union Office.

Notwithstanding any provision in this Agreement to the contrary, the Employer may continue in the practice of allowing outside, independent contractors/ producers to do unit work.

CCC and IBEW 1220 agree that the presence of a professionally staffed television station adjacent to Kennedy-King College's Media Communications Department greatly augments the education of TV and Radio students enrolled there. Employees covered by this Agreement shall work with those students and convey hands-on details of professional TV work. With this understanding, students may not be officially assigned to do the work at WYCC normally done by union members covered by the CCC/IBEW 1220 contract, except in training or instructional capacity, unless a particular student has displayed the ability to handle such assignment. In no event shall a student's participation limit or reduce the scheduled work hours of Union employees.

Section 4.

The Union agrees that it will not authorize a strike or work stoppage, and the Employer agrees that it will not engage in a lockout during the term of this Agreement. The Union further agrees that it will take every reasonable means which is in its power to induce employees engaged in a strike or work stoppage in violation of this Agreement to return to work.

Section 5.

The Union may designate a Union Steward at the studio site. Except insofar as he may otherwise need to be assigned because of operational or maintenance requirements, the Employer shall refrain from transferring the Union Steward to other locations.
Section 6.

Neither the Employer nor the Union will discriminate against any employee because of sex, race, color, religion, or national origin, provided as a condition of taking any allegation of the violation of this Section to arbitration, the grievant(s) and the Union shall agree to waive the right to process, file or advance such claim in any other forum.

Section 7.

All references to gender herein shall mean either gender.

No employee shall be suspended without pay, withheld a salary increase, or terminated except for just cause. This section shall not be applicable with respect to termination if the employee has been regularly working for less than six (6) months.

ARTICLE II

Grievance Procedure

Section 1.

a. The Employer agrees to meet and confer with representatives of the Union on any and all questions or matters relative to the interpretation of the terms and conditions of this Agreement.

b. Any claim by the Union or an employee or group of employees that there has been a violation, misrepresentation or misapplication of the terms of this agreement, shall be a grievance.

c. Should any employee, acting in an official capacity of the Union, be required to confer with the Employer during regular working hours concerning the implementation of this Agreement, he shall suffer no loss of time or pay thereby.

d. Wherever a time limit is set forth in steps 1, 2 or 3 of the grievance procedure, such time limits cover weekdays excluding holidays as defined by the Agreement.

Section 2.

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

Step 1: The employee, his steward or the Union shall present the grievance to the President of the College or his/her designee the General Manager of the station within ten (10) days of the occurrence of the grievance or within ten (10) days of when such occurrence might reasonably have been ascertained. The grievance shall be in writing, setting forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The General Manager shall arrange for a meeting to take place within twenty (20) days after receipt of the grievance.
All records related to a grievance shall be filed separately from the personnel file of the employee.

The grievant may be accompanied to such meeting by a representative, and, if the Union is not the grievant or the grievant's representative, the grievant shall be advised at such meeting that he is entitled to have a representative present. Within ten (10) days of the meeting, the grievant and the Union shall be provided with the General Manager's written response.

Step 2: If the grievance is not resolved at Step 1, then the employee or the Union may refer the grievance to the Chancellor or his/her designee within five (5) days after receipt of the Step 1 answer. The Chancellor or his/her designee shall arrange with the Union representative for a meeting to take place within twenty (20) days after receipt of the appeal. Within ten (10) days after such meeting, the employee and the Union shall be provided with the written response of the Chancellor or his/her designee.

Step 3: If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date on which the Step 2 answer was due, the grievance will be deemed withdrawn.

Section 3.

The Arbitrator shall have no power to alter the terms of this Agreement.

Section 4.

An employee may elect to be represented at any step of the grievance procedure. If the Union is not the grievant's representative, the Union shall have a right to be represented at all formal steps of the grievance procedure.

Section 5.

No reprisals shall be taken by the College against any employee because of the employee's participation in a grievance.

Section 6.

If no written response has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step within five (5) days after the day by which the response was due.

Section 7.

All records related to a grievance shall be filed separately from the personnel file of the employee.

Section 8.

A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never having been filed.
ARTICLE III

Hours - Rates of Pay - Conditions of Employment

Section 1.

The normal work week for all full-time employees shall consist of eight (8) hours per day. Inclusive of lunch, not to exceed five (5) days in any single week (Sunday through Saturday). The Employer may schedule a workweek consisting of ten (10) hours per day, inclusive of lunch, not to exceed four (4) days in any workweek (Sunday through Saturday) under the following conditions:

a. All employees employed as of the ratification of the 1998 - 2002 Agreement will be given the opportunity to opt out of 4/10 workweek assignments for a period of sixty (60) days commencing on the date the 1998 Agreement is ratified. Such employees who do not elect to opt out of the 4/10 workweek will be subject to 4/10 workweek assignments and will receive notification at least thirty (30) days in advance; and

b. All employees assigned to 4/10 workweeks will be paid ten (10) hours of straight-time pay for the first ten (10) hours of work for the first four (4) days worked within the workweek. Work time that exceeds ten (10) hours in a single day or four (4) days in a work week shall be paid at the overtime rate. Assignments falling on the 5, 6 or 7 days may be for less than ten (10) hours as permitted by the Agreement; and

c. Employees assigned to 4/10 workweeks shall be scheduled for a minimum of two (2) consecutive days off during the work week; and

d. Employees shall not be changed between a 4/10 schedule and 5/8 work week schedule more than four (4) times in any Agreement year, unless more frequent changes are mutually agreed between the Employer and the employee; and

e. The Station will continue its practice, on a case-by-case basis, of considering requests in advance from employees for flexible start and quit times when Station operations permit.

WYCC shall endeavor to adjust future schedules for videographers in instances where a videographer has worked greater than 12 hours in one day, or has worked a Saturday and/or Sunday without a day off for more than five (5) consecutive days, pursuant to past practice. The adjustment of work schedule will be mutually agreed to in advance by the videographer and his/her supervisor.

The paid lunch period, which shall be sixty (60) minutes in duration, shall be scheduled for all fulltime employees between the second and the sixth hour of the daily work shift. If a full-time employee is scheduled for twelve (12) consecutive hours or more, a second paid meal period of thirty (30) minutes' duration shall be provided within six (6) hours after the completion of the first meal period. If the shift of a full-time employee is extended further, such employee shall be scheduled for
additional paid meal periods of thirty (30) minutes’ duration after each additional four (4) hours of work.

Part-time employees shall receive a paid lunch of sixty (60) minutes in duration if scheduled for eight (8) hours or more in any one day. A part-time employee scheduled for five and one-half (5-1/2) or more but less than eight (8) hours in any one day shall receive a thirty (30) minute paid lunch period. Further, part-time employees shall be treated as full-time employees with respect to second and subsequent lunches as described in the paragraph above.

The Employer will make every effort to ensure that employees are provided the meal period(s). In the event a meal period is shortened or not given, the employee shall inform management of that fact. Management, in turn, will then make arrangements for the employee(s) in question to receive a complete meal period, or, if that is not possible, management will authorize payment for the missed portion of the period, at time and one-half (1-1/2) his/her regular rate of pay, calculated in fifteen (15) minute increments.

Section 2.

The Employer shall post shift assignment schedules at least seven (7) days in advance of the first workday of the week in which such schedules will be worked. However, videographers shall be scheduled at least two (2) days in advance of the first workday of the week in which schedules will be worked. In emergency circumstances where unforeseeable events such as employee absences, power outages, weather damage, natural disasters, or other exceptional circumstances that disrupt the planned flow of operations at WYCC, revisions to posted shift assignments will be published as soon as practicable. The Employer shall make every effort to avoid excessive tours of duty by calling in a replacement employee where possible rather than extending the shift for employees who are already working.

Section 3.

a. Work performed in excess of forty (40) hours per week shall be compensated at the rate of one and one-half time the employee’s regular rate of pay. Work performed in excess of ten (10) hours in a day by any employee shall be compensated at the rate of one and one-half (1 1/2) times the employee’s regular rate of pay. There shall be no pyramiding of premium pay under this section or any other section of the Agreement in which premium pay is required.

b. Work performed on the calendar Holiday or on the day on which the District observes the following holidays, but not both, shall be compensated at double the employees’ regular hourly rate, provided that there shall be no pyramiding of overtime with respect to work performed on such days, or the employee may request pay on the holiday at straight time, and receive an additional paid day off, with the approval of the employer:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day.
When the District declares a holiday which is in addition to the seven holidays listed above, the Employer shall:

(1) Grant full-time employees who are not scheduled to work another day off on a mutually-agreed date within ten (10) calendar days of the holiday in question; and

(2) Compensate any full-time employee who is scheduled to work on such holiday, time and one-half (1 1/2) for all hours worked on such day or, if business conditions permit, grant such employee that day off with pay.

In addition to the seven holidays set forth above, full-time employees in the bargaining unit shall be entitled to two (2) floating holidays per fiscal year. Floating holidays must be taken as paid time off. Floating holidays shall be granted at the beginning of each fiscal year (July 1) and must be used before the end of the fiscal year (June 30 of the following calendar year.) Floating holidays unused by the end of the fiscal year will be forfeited.

c. An employee who returns for a scheduled shift or is called back for duty after completion of his/her daily assignment and after leaving the Employer's premises shall be guaranteed a minimum additional time credit of two (2) hours. All time worked after return to work shall be compensated at a rate of one and one half (1 1/2) times the employee's regular rate of pay. There shall be no pyramiding of overtime or call back premiums.

d. If a management-authorized call(s) is placed to an Assistant Chief Engineer's or a Maintenance Engineer's home, which call(s) require the use of his/her technical expertise, the Assistant Chief Engineer or Maintenance Engineer shall be paid a minimum of fifteen (15) minutes pay at his/her regular rate of pay. If the time spent on such call(s) exceeds fifteen (15) minutes, an Assistant Chief Engineer or Maintenance Engineer shall receive additional pay on the basis of fifteen (15) minute segments at his/her regular rate of pay. This clause shall not apply to calls made to inform an Assistant Chief Engineer or Maintenance Engineer of scheduling changes, to offer overtime, or to ask questions unrelated to his/her technical expertise.

Section 4.

All employees shall be credited with the following time allowances:

When sent out of the Chicago Metropolitan area on an assignment requiring him/her to remain away overnight, he/she shall be credited with not less than one eight (8) hour shift for each day he/she is away on such assignment. All time spent traveling from the studio or transferring to and/or from the site of a production or maintenance shall be considered as time worked. The Employer will maintain its present policy regarding the payment for lodgings and will grant the per diem allowance pursuant to current Board policy for meals, tips, laundry and telephone calls.

Section 5.

The Employer shall reimburse each employee for all reasonable traveling expenses when travel by such employee is required or authorized by the Employer. In the event any employee uses his/her own automobile for transportation in connection with his/her assigned duties, the Employer shall reimburse such at the then-current applicable IRS rate, in accordance with City Colleges of Chicago policy. Employees shall be reimbursed at regular intervals for all expenditures made, as provided herein, upon submitting a statement of their expenses which shall be upon forms prescribed by the Employer.
Section 6.

Paychecks shall be distributed every two (2) weeks.

Section 7. – Compensation

All full-time employees shall continue to be covered by the City Colleges of Chicago Group Insurance Plan on the same terms, including employee premium contributions, as full-time, non-bargained for employees of the City Colleges of Chicago. For purposes of this section, the City Colleges of Chicago Group Insurance Plan includes group single or family medical, dental and vision coverage, and employee-only term life insurance (equal to two times the employee's annual rate of pay up to a maximum of $70,000.00). All regularly employed part-time employees will have the option to join, at the employee's own expense, the City Colleges of Chicago group medical, dental and vision plans.

Wages:

Effective July 1, 2006 employee job categories will be placed in the following skill-based job groups.

Job Group 1

Master Control Operator
Traffic Coordinator
Technical Assistant

Job Group 2

Announcer

Job Group 3

Editor
Technical Director
Videographer/Lighting Technician

Job Group 4

Assistant Chief Engineer
Maintenance Engineer

Systems Engineer

The minimum wage rates for all full-time employees in all groups shall be as shown in Appendix A. The minimum wage rates for all part-time employees hired on or before June 30, 2002 shall be as shown in Appendix A. The minimum wage rates for all part-time employees in all groups hired on or after July 1, 2002 shall be as shown in Appendix B.
Effective July 1, 2009, all current or part-time employees shall receive a wage increase of 2.0%, and a wage increase of 2.0% on July 1, 2010.

Section 8.- Vacations

(a) On July 1, 2002, full-time employees shall be awarded annual vacation for Fiscal Year 2003 (July 1, 2002 to June 20, 2003) in accordance with the schedules set forth below. For purposes of the vacation accrual schedule, years of service includes continuous years of service as a part-time or full-time employee. Effective July 1, 2003 and thereafter, full-time employees shall accrue vacation monthly for each month in which they are paid based upon their years of service in accordance with the schedules set forth below. Vacation accrued will be credited to employees' vacation banks on or after the second pay check of each month. Said employees may accumulate vacation days up to the maximums set forth in the Full-time Employee Accrual Schedules set forth below. Vacation accrued will be credited to employees vacation banks on or after the second pay check of each month. Where an employee attains the maximum vacation accrual, the employee may not accrue additional vacation until his vacation bank falls below the maximum. In that instance, any vacation accrued shall be rolled-over to the employee's sick day leave bank. Accumulated unused vacation leave banks shall be paid out to the employee upon termination of their employment.

**FULL-TIME EMPLOYEE ON 5 DAY/8 HOUR SCHEDULE VACATION ACCRUAL SCHEDULE**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Paid Vacation Days Accrued Per Month</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 years</td>
<td>0.834 days</td>
<td>10 days</td>
<td>15 days</td>
</tr>
<tr>
<td>7 to 14 years</td>
<td>1.25 days</td>
<td>15 days</td>
<td>22.5 days</td>
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<td>15 or more years</td>
<td>1.67 days</td>
<td>20 days</td>
<td>30 days</td>
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**FULL-TIME EMPLOYEE ON 4 DAY/10 HOUR SCHEDULE VACATION ACCRUAL SCHEDULE**

<table>
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<tr>
<th>Years of Service</th>
<th>Paid Vacation Days Accrued Per Month</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 years</td>
<td>0.67</td>
<td>8 days</td>
<td>12 days</td>
</tr>
<tr>
<td>7 to 14 years</td>
<td>1.00 days</td>
<td>12 days</td>
<td>18 days</td>
</tr>
<tr>
<td>15 or more years</td>
<td>1.33 days</td>
<td>16 days</td>
<td>24 days</td>
</tr>
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b. On July 1, 2002, part-time employees will be awarded annual vacation for Fiscal Year 2003 (July 1, 2002 to June 30, 2003) in accordance with the Part-time Employee Schedule Set forth below for each month in which the employee actually worked 120 hours between July 1, 2001 and June 30, 2002. Effective July 1, 2003 and thereafter. Part-time employees who actually work 120 or more hours in a month shall accrue vacation monthly for each month in which they work 120 or more hours based upon...
their years of service in accordance with the schedule set forth below. Vacation accrued will be credited to employees' vacation banks on or after the second pay check of each month. Said employees may accumulate vacation days up to the maximums set forth in the Part-time Employee Accrual Schedule set forth below. Where an employee attains the maximum vacation accrual, the employee may not accrue additional vacation until his vacation bank falls below the maximum. Accumulated unused vacation leave banks shall be paid out to the employee upon termination of their employment.

**PART-TIME EMPLOYEE VACATION ACCRUAL SCHEDULE**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Paid Vacation Days Accrued Per Month</th>
<th>Annual Accrual Rate</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 years</td>
<td>0.625 days</td>
<td>7.5 days</td>
<td>10 days</td>
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<tr>
<td>7 or more years</td>
<td>.83 days</td>
<td>10 days</td>
<td>15 days</td>
</tr>
</tbody>
</table>

c. Employees shall be given the opportunity during the last two weeks of May to choose vacation weeks to which they are entitled during the vacation year beginning the following July 1 and ending June 30 of the year thereafter. There shall be one (1) vacation track in each of the following departments:

1. Master Control
2. Traffic
3. Broadcast Coordinating
4. Engineering
5. Technical Directing
6. Announcing
7. Videographer/Lighting Technician
8. Editing

A maximum of four (4) employees may be absent on vacation during any one week. Scheduling conflicts within each of the seven tracks and within any one vacation week shall be resolved in accordance with seniority. After July 1, employees will be permitted to take earned vacation time during available weeks within their respective track(s) by requesting an available track at least thirty (30) calendar days in advance. If less than thirty (30) calendar days, the vacation selection may be made only by mutual agreement between the Employer and the employee. The Employer may block out up to six (6) weeks in each track to accommodate peak work periods, but such periods must be blocked out before vacation picks are made in May.

**Section 9. - Rest Between Assignments**

a. Employees shall be allowed at least twelve (12) hours' rest between the completion of one (1) day's assignment (an assignment for these purposes includes overtime hours) and the beginning of the next day's assignment. In addition to any overtime compensation to which the employee may be entitled, an employee who is denied at least twelve (12) hours' rest as defined above shall be permitted to "bank" one-half of the difference between twelve (12) hours of rest and the number of hours of rest which the employee was permitted as comp time. Such comp time may be scheduled by the employee at any time which is mutually agreeable to the Employer. By way of example only, if an employee is permitted only ten (10) hours of rest between assignments as defined above, such
employee will receive one (1) hour (which is one-half the difference between twelve (12) hours and ten (10) hours) of comp time for scheduling at a later date.

b. The twelve (12) hour rest period between assignments shall apply whenever an employee works on consecutive calendar days, but shall not apply when the employee has an intervening day off for any reason whatsoever.

Section 10. - Master Control Working Alone

Master Control Operators working alone are not relieved of their obligation to perform their normal duties and to complete an accurate discrepancy report concerning any errors. If operating errors occur, management will investigate such errors before taking disciplinary action, and such errors will not be charged unreasonably against the Master Control Operator's record.

Section 11.- Part-Time Technical Assistant

If the position of part-time technical assistant is eliminated for any reason, because of the staffing needs of the station, the person filling that position can be terminated without prejudice, and without recourse to the grievance procedure. That employee will be given consideration within the college system for other employment and their file will be noted, should the employee apply for jobs within the CCC system. WYCC agrees to give the part-time technical assistant two (2) weeks notice prior to the elimination of the position, if practicable. The employee may be terminated for lack of adequate performance or for cause, with recourse to the grievance procedure. This employee may also be terminated during a probationary period of six (6) months without recourse to the grievance procedure.

Section 12. - Live Broadcasts

In the event that the employer requires an employee to perform multiple complex duties during a live broadcast, if operating errors occur, management will investigate such errors before taking disciplinary action, and such errors will not be charged unreasonably against the employee's record.

Section 13.- Crew Chief

On a complex production shoot or remote, one person may be designated by management as the crew chief. It shall be in management's sole discretion whether the production shoot or remote requires a crew chief. The crew chief is the technical supervisor only, and does not have any authority designated to management of WYCC.
ARTICLE IV

Operations - Safety Precautions

Section 1.

At least two technicians shall be on duty at the transmitter during the time any major repair, remodeling, testing, or maintenance of a hazardous nature, including but not limited to, inside the interlocks, is being performed. One (1) technician shall be on duty during the operation of the transmitter except when the transmitter is being operated by remote control.

Section 2.

At least one engineer shall supervise and inspect all installation and constructional work directly related to technical operations.

Section 3.

a. The Employer shall furnish all tools and equipment necessary for the installation, repair and maintenance of equipment.
b. Each employee, upon termination of employment, will be required to return the tools and keys issued to him/her or pay for their replacement.

Section 4.

It is understood that the preparation of equipment, operation of equipment, and clean up of equipment, as well as time involved when an employee is required to obtain and consult working logs and schedules shall be treated as "work" and consequently, the employee will not be required to perform any such work on his own time.

Section 5.

The Employer agrees to establish safety rules which shall be posted at the studio and at the transmitter site.

Section 6.

An employee shall not be required to work on any tower, mast-like structure or equipment that places him twenty-five (25) feet above the base of the structure.
ARTICLE V
Leaves of Absence

Section 1.

An employee shall be granted a leave of absence for good cause by making application therefore ten (10) days in advance. An approved copy of such leave of absence shall be furnished the employee by the Employer. "Good Cause" as used herein shall be considered to include leave of absence to the extent said leave is necessary because of the employee's medical condition as certified by physician licensed to practice medicine in all its branches in Illinois. Such leave of absence shall not be required to be granted by the Employer for any medical absence for more than sixty (60) calendar days, whether continuous or intermittent. An employee who is absent for medical reasons for more than sixty (60) such days and who has exhausted all accumulated sick leave may be deemed permanently disabled.
Upon returning from leave, the employee shall be re-employed in a position similar to that he was engaged in prior to such leave if such is available. The returning Employee shall furnish a doctor's certificate in accordance with College policy and procedures.

Section 2.

Each employee will be allowed up to seven (7) days of leave with pay in each contract year (non-accumulative) for the purpose of attending to personal matters which require his/her absence during his/her workday and which cannot be otherwise scheduled. An employee requesting to take such leave shall make his/her request in advance, in writing, and he/she shall take it on a day mutually agreed upon between employee and Employer. Such leave shall be charged to the sick leave of the individual. Such leave shall not be taken for purposes of recreation, to earn income (other than from the sale of the employee's principal residence) or to participate in any work stoppage or protest.

Section 3.

a. As provided in College policy, employee shall be entitled to workdays off in the case of death of a spouse, parent, child or other relative covered by such policy. The Employer may request the employee to furnish proof of death.

b. Employees required to serve jury duty shall notify the Employer as soon as possible to allow the Employer to seek avoidance or deferral of such service. If required to serve on a jury, the employee shall receive his/her regular salary provided the employee shall first endorse or deliver to the College all monies received for such jury duty. The Employer may require proof of time spent on jury service and the amount of jury pay received by the employee.

Section 4.

a. On July 1, 2002, employees shall be allowed each a maximum of twelve (12) working days off, with pay, to be used as sick leave in the event of bona fide disabling, non-occupational illness or injury. Effective July 1, 2003, employees shall accrue sick leave on a monthly basis for each month in which an employee actually works or is on approved vacation leave at a rate of one (1) sick leave day per month,
which shall be credited to the employee’s sick leave bank on or after the second paycheck of each month. A part-time employee will be paid sick leave only for those days which the employee was scheduled to work and sick leave shall consist of payment only for those hours actually scheduled on those days. The Employer may require employees to satisfactorily establish the fact and cause of such illness or injury as condition for receipt of sick pay.

b. Employees shall accumulate an unlimited number of sick leave days with pay. Employees who have completed their probationary period may be advanced up to twenty (20) days of additional sick leave, provided that any such employee who leaves the employment of WYCC while owing for sick leave advanced in the past shall repay the board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her. In the event an employee leaves the employ of WYCC, he/she shall be paid any unused sick leave due him/her in accordance with district policy.

Section 5.

All full-time employees shall be entitled to receive the same holidays and vacation and medical benefits provided to the other full-time personnel of the City Colleges of Chicago who are assigned to WYCC/Channel 20, excluding Administrators such as the General Manager and the Chief Engineer, unless such benefits are specifically set forth in this Agreement, in which case the terms of the Agreement shall govern.
ARTICLE VI

Effect of Agreement

Section 1. – Complete Agreement

This Agreement shall constitute the full and complete commitments between both parties. This Agreement may be altered, changed, added to or deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2. – Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section 3. - Waiver of Additional Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement, each has had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Parties, therefore, for the life of this Agreement, voluntarily and unqualifiedly, waive any right which might otherwise exist under law to negotiate over any matter during the term of the Agreement, except as otherwise specifically provided herein. The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have affixed their signatures hereto this __ day of ______2010.

Board of Trustee, Illinois Community College District No. 58

International Brotherhood of Electrical Workers, Radio and Television Broadcast Engineers Local 1220

BY: ___________________________________________  BY: ___________________________________________

DATE:  ___________________________________________  DATE: 11/10/2010

17
## APPENDIX A

### FULL-TIME AND GROUP 1 PART-TIME EMPLOYEE WAGE SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th>7/1/2009</th>
<th>7/1/2010</th>
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</thead>
<tbody>
<tr>
<td>Group 1 - Part-time employees hired prior to 7/1/02</td>
<td>$15.67</td>
<td>$15.98</td>
</tr>
<tr>
<td>Group 1 - Full-Time</td>
<td>$15.87</td>
<td>$16.19</td>
</tr>
<tr>
<td>Group 2</td>
<td>$20.40</td>
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<td>Group 3</td>
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<tr>
<td>Group 4</td>
<td>$24.72</td>
<td>$25.22</td>
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## APPENDIX B

### PART-TIME EMPLOYEE WAGE SCHEDULE (NEW HIRES)

<table>
<thead>
<tr>
<th></th>
<th>7/1/2009</th>
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<tbody>
<tr>
<td>Group 1 1 year or less</td>
<td>$12.36</td>
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<tr>
<td>1 to 2 years</td>
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<td>2 years and over</td>
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<td>Group 2 1 year or less</td>
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<td>2 years and over</td>
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<td>Group 3 1 year or less</td>
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<td>1 to 2 years</td>
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<td>2 years and over</td>
<td>$20.36</td>
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<td>Group 4 1 year or less</td>
<td>$19.49</td>
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<td>1 to 2 years</td>
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<tr>
<td>2 years and over</td>
<td>$22.26</td>
<td>$22.70</td>
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</table>
SIDE LETTER OF UNDERSTANDING REGARDING

JURISDICTIONAL ISSUES AND ORGANIZATIONAL PLAN

July 31, 2002

Ms. Madeleine Monaco

IBEW, Local 1220

8605 West Bryn Mawr Avenue

Chicago, Illinois 60631

Re: City Colleges of Chicago - IBEW, Local 1220

Dear Ms. Monaco:

This will confirm our understanding reached in the bargaining sessions for a successor collective bargaining agreement between City Colleges of Chicago and IBEW, Local 1220 with respect to the composition of the bargaining unit.

City Colleges will create a new position known as Assistant Chief Engineer /Operations Manager which will assume management responsibilities over employees within the bargaining unit including the responsibility to recommend hiring and firing and to conduct evaluation of performance of employees under his/her supervision. Consequently, the position shall be excluded from the unit.

If at any time in the future, management decides to remove the aforementioned management responsibilities from the Assistant Chief Engineer/Operations Manager position, management shall notify the Union, the dormant Assistant Chief Engineer position shall be revived and the incumbent employee, if any, shall become part of the bargaining unit. In the event that the dormant position is revived and the incumbent employee is T.C. Hill, Mr. Hill will be returned to the bargaining unit at the salary he would have had as an Assistant Chief Engineer on June 30, 2002, plus the percentage increases agreed to in the collective bargaining agreement. The position of College Administrative Assistant II, which is currently occupied by Ledweena Washington, is a confidential assistant to business unit chiefs who will have daily access to confidential information concerning collective bargaining, litigation, other personnel matters and other confidential management matters. That position will be excluded from the bargaining unit.

In the event City Colleges of Chicago revises current job descriptions of unit employees, it will submit draft revised job descriptions to the Union for comment before implementing the new job description.
Madeleine Monaco  
IBEW, Local 1220  
Re: Side Letter regarding Jurisdictional Issues and Organizational Plan  
Page 2 of 2

There is currently no intention to fill the positions of Broadcast Coordinator and Technical Director. If City Colleges at any time in the future determines to employ those classifications, the City Colleges will notify the Union and submit to the Union draft job descriptions for comment.

Very truly yours,

Joseph T. Moriarty

Attorney for City Colleges of Chicago Understanding Confirmed By:

Madeleine Monaco
SIDE LETTER OF UNDERSTANDING REGARDING

UNMANNED OPERATIONS

July 31, 2002

Ms. Madeleine Monaco

IBEW, Local 1220

8605 West Bryn Mawr Avenue

Chicago, Illinois 60631

Re: City Colleges of Chicago - IBEW, Local 1220

Dear Ms. Monaco:

This will confirm our understanding reached in the bargaining sessions for a successor collective bargaining agreement between City Colleges of Chicago and IBEW, Local 1220 with respect to the unmanned operations.

City Colleges intends to commence daily unmanned operation of its transmitter for, at most, the hours between 12:00 a.m. and 5:00 a.m. effective August 5, 2002. If at any time in the future City Colleges decides to expand the number of hours of unmanned operation, City Colleges will notify the Union and, upon request, bargain with the Union.

Very truly yours,

Joseph T. Moriarty

Attorney for City Colleges of Chicago
Understanding Confirmed By:

[Signature]
Madeleine Monaco