

**AGREEMENT BETWEEN  
NABET-CWA, Local 41, AFL-CIO  
and  
Chicago Access Corporation, CAN TV**

August 1, 2016  
through  
July 31, 2020



NABET-CWA LOCAL 41/CAN TV  
CBA FINAL DRAFT  
August 1, 2016

NABET-CWA Local 41 (the Union) represents and warrants and it is of the essence hereof, that it represents for collective bargaining purposes the employees of Chicago Access Corporation, also known as CAN TV (the Employer), as defined in the Scope of Unit clause, and the Employer recognizes the Union as the exclusive bargaining agent for all such employees of the Employer.

### **SCOPE OF THE UNIT**

The term “employee” as used in the Agreement applies to all full-time and regular part-time Community Partners Producers, Video Maintenance Technicians, Communications Coordinators, Operations Coordinators, Training Coordinators, Cablecast/Traffic Coordinators, Community Partners Coordinators, Administrative Coordinators, and Nonprofit Services Coordinators and includes employees whose classification and wage scales are contained herein.

### **NATURE OF BUSINESS**

It is understood that the business of the Employer is operating a community based nonprofit cable public access center that provides training, facilities, equipment and channel time to Chicago residents and nonprofits. The Employer operates and manages public access television for the City of Chicago in accordance with The Cable Communications Act of 1984 and pursuant to franchise agreements, which obligate the Employer to develop and support programming which is responsive to the needs and interests of the residents of the City of Chicago. In that capacity, the Employer functions as an educational facility, training and mentoring people to adapt to a changing multi-media environment, teaching skills toward independent use of media, and building technological literacy in the community.

### **ARTICLE I: NO DISCRIMINATION**

The Employer will not discriminate against any employee covered by this Collective Bargaining Agreement (“Agreement”) because of membership in or legal activity on behalf of the Union.

The Employer and the Union shall abide by applicable Federal, State and Local Laws which prohibit discrimination on the basis of marital status, national origin, age, race, religion, sex, color, disability, or sexual orientation, provided, however, that the administrative procedures set forth in such laws shall be the exclusive forum for the processing of, and determination of, any violation of such laws.

## **ARTICLE II: UNION SECURITY CLAUSE**

### **Section 2.1**

a. The Employer agrees that, as a condition of employment, all Employees covered by this Agreement shall, thirty 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 their financial obligation to the Union, during the term of their employment under this Agreement or any extension thereof.

b. The Employer will, within five (5) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, or financial obligation to the Union as required by the preceding paragraph.

### **Section 2.2**

The Employer shall give written or verbal notice to the President of the Local Union or the Local 41 office of opportunities of employment within the classifications covered by the Scope of the Unit as set forth in this Agreement.

## **ARTICLE III: PROBATIONARY PERIOD**

All new employees will be placed on probation for a period of 90 days from the date the employee begins employment. During this period, the employee will be considered temporary only and may be discharged at the sole discretion of the Employer, and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. After this period of time, employees will be considered regular employees and their seniority shall date from the beginning of said 90 days (three months). The probationary period may be extended by mutual consent of the Employer and the Union.

## **ARTICLE IV: CHECK OFF**

The Employer agrees to deduct one point six seven percent, (1.67%) from the gross wages of its NABET-CWA represented employees as shall such employee so request in writing, any periodic dues hereafter becoming due from such employee, and to transmit the money so deducted to the Sector Union Office as hereinafter provided. Any NABET-CWA represented employee desiring such deductions shall execute an effective dues checkoff authorization. Such assignment shall be automatically cancelled when the Employee is no longer in the collective bargaining unit represented by the Union. Further, the Employer may invalidate the assignment upon written notice to the Local Union if any court or any agency of the United States holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Report and Disclosure Act of 1959. The total amount of any deduction shall be promptly transmitted by the Employer by a check drawn to the order of the appropriate Sector office of the National Association of Broadcast Employees and Technicians-Communications Workers of America, PO Box 79176, Baltimore, MD 21279-0176 no later than the tenth (10<sup>th</sup>) day of the month following the deductions.



Upon issue of such check and transmission of same to the Assistant to the President, Chief Financial Administrator, of the above Union office, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any check. The Union and Local Union hereby agree to indemnify and hold harmless the Employer from any claim that may be made upon it for, or on account of, any such deduction from the wages of any employee.

## **ARTICLE V: NO STRIKES OR LOCKOUTS**

### **Section 5.1**

(a) Neither the Union nor any employee shall induce or engage in any strike, boycott, slowdown, picketing, walkout, or other job action during the term of this Agreement on any issue that is subject to the grievance and arbitration procedure or any issue that concerns only the labor relations of another employer. The Union shall ensure compliance with this section.

(b) There shall be no lockouts by the Employer during the term of this Agreement.

### **Section 5.2**

The Employer shall not take any disciplinary action against an employee for his or her refusal to cross a picket line, which has been established as the result of an authorized strike by members of the AFL-CIO, other than a picket line authorized or established in violation of Section 4.1 above.

## **ARTICLE VI: UNION ACTIVITIES**

### **Section 6.1 Visitation**

An authorized Union representative shall, upon prior notification and scheduling with the Employer's Executive Director or his/her authorized representative, be permitted access to the Employer's premises where bargaining unit employees are employed for the purpose of verifying the performance of this Agreement. Such visitation shall be done at reasonable hours and in such a manner as not to interfere with the operations of the Employer or work to be performed by any employees.

### **Section 6.2 Union Leaves of Absence**

The Employer agrees to consider, but is not obligated to grant, a request for an unpaid leave of absence to conduct legitimate union business. Such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave. The requested time off may be denied or cancelled by the Employer where the Employer reasonably determines that circumstances exist which preclude the absence of the designated employee. Such circumstances may include, without limitation, lack of coverage for the employee's regularly scheduled duties. If the Union cancels its business after such leave has been granted, the employee shall immediately report such cancellation to the Employer.

### **Section 6.3 Union Bulletin Board**

The Employer agrees to furnish a bulletin board in a common staff area for the Union to post notices of official Union business to employees.

### **Section 6.4 Stewards**

CAN TV agrees to recognize Union stewards duly appointed by and acting as agents of the Union, who may receive complaints and process grievances through the grievance procedure. The Union shall select one employee to act as Union steward, and shall provide the Employer with a written list of the steward and alternates, if any.

A Union steward's authority shall be limited to and shall not exceed the following duties and activities:

- (a) With prior approval of his/her supervisor, (which approval will not be unreasonably denied), a Union steward may receive and may discuss employee grievances on the premises of the Employer, but only to such extent and only as long as doing so does not interfere with the Employer's operations or the work or duties of employees.
- (b) The Union steward must report back to his/her supervisor upon return from carrying out his/her duties as set forth in subparagraph (a) above.
- (c) The Union steward shall not direct any worker how to perform or not perform his/her work, shall not countermand the order of a supervisor and shall not interfere with the normal operations of the Employer or any other worker.
- (d) The Employer's designated representative shall be required to meet with only one Union steward and/or the Union president on any grievance.

## **ARTICLE VII: SAFETY**

### **Section 7.1**

The Employer will make every reasonable effort to provide and maintain safe working conditions and sanitary facilities in accordance with applicable health and safety laws and regulations.

### **Section 7.2**

Under no circumstances will an Employee be required or assigned to perform any work involving dangerous conditions of work or which could reasonably represent a danger to person or property.

### **Section 7.3**

Upon reasonable advance notice, a duly authorized union representative may investigate or inspect safety issues on the Employer's premises involving Sections 6.1 and 6.2 above at a mutually agreed upon date and time and in such a manner as to not disturb the operations of the Employer.

## **ARTICLE VIII: TRAINING**

The purpose of employee training is for employees to be able to perform their job duties. The Employer will determine the content and conduct of training based on job requirements. All employees in a department will receive thorough training as required for them to do their jobs. Following training, employees must be able to demonstrate proficiency to perform their jobs.

The Employer will consider additional learning opportunities as deemed necessary for the fulfillment of job requirements.

## **ARTICLE IX: WORKDAYS AND WORKWEEK**

### **Section 9.1**

All work schedules will be prepared by the Employer and posted at least ten (10) days in advance of the commencement of the workweek, except in the case of Community Partners which is excluded from this requirement. The Employer may revise the work schedule, as needed, up to forty-eight (48) hours before the commencement of a shift. Employees shall be paid based on their posted scheduled hours of work.

### **Section 9.2 Full-time employees**

The work week for full-time employees shall be 39.5 hours, plus a one-hour unpaid lunch during each shift to be taken no later than five hours after beginning a shift. Employees may take lunch breaks in the break room or outside of the facility, but not in designated public work areas.

### **Section 9.3 Part-time employees**

- a. The schedule for part-time employees will be determined based on departmental needs according to the Employee Classifications in the CAN TV Employee Handbook. Employees scheduled to work 7.5 hours or more must take a 60 minute unpaid lunch, which needs to be taken no later than five hours after beginning work. The Employer will schedule employees working shorter shifts for a 30 minute unpaid lunch. Employees may take lunch breaks in the break room or outside of the facility, but not in designated public work areas.
- b. The Employer will not cancel the schedule of a part-time employee with less than 48 hours' notice from the start of his/her assignment.



#### **Section 9.4 Overtime**

- a. All hours worked in excess of forty (40) hours in a week must be approved in writing by the Employer, and upon such approval, shall be paid at one and one-half the employee's regular hourly rate.
- b. Part-time staff must have written approval from the Employer for hours worked in excess of eight and one-half (8.5) hours of work (plus a one-hour unpaid lunch) which will be paid at one and one-half the employee's regular hourly rate.

#### **Section 9.5 Work on a Scheduled Day Off**

If an employee is asked by management to report to work on a scheduled day off with less than 24 hours' notice, and the employee reports to work, he/she shall be paid 1.25 times their rate of pay for that day of work.

### **ARTICLE X: SENIORITY**

#### **Section 10.1 - Seniority List**

For purposes of layoffs and recalls, seniority for all employees shall accrue within each of the Employer's departments. Seniority shall be determined based on years worked from the first date of employment for the Employer, provided, however, that seniority shall be terminated upon (i) resignation by the employee, (ii) termination for cause, (iii) termination by the Employer where such employee is not reinstated by process of law, or (iv) a layoff of more than 120 days. If an employee is reemployed after resignation or layoff (of less than 120 days), the intervening time shall not count toward seniority.

#### **Section 10.2 – Layoffs**

In the event that the Employer decides to lay off Employees, layoffs will be based on the following criteria: the operating needs of the Employer as determined by the Employer, seniority of non-probationary employees within each department, and the qualifications and abilities of the employee(s) as determined by the Employer. In the event of layoff, the Employer will give affected employees at least 45 days advance notice.

#### **Section 10.3 – Rehire**

In the event the Employer wishes to rehire an employee or employees who have been subject to layoff, it shall notify the Union. The Employer shall reemploy, in seniority order within each department, employees who were laid off and who have rehiring rights at such time, if the Employer determines, in its sole judgement, that such employee(s) have the necessary skill, experience, performance record, and qualifications necessary to perform the work involved in the position(s) to be filled. No employee who is laid off for more than 180 days shall be entitled to recall.

- a. An employee on layoff has sole responsibility to keep the Company and the Union notified as to his or her current address and email address.
- b. The Employer will notify an employee on layoff and who has rehiring rights according to Section 10 by first class mail or email, and the employee is required to respond to the Employer within one (1) week of the employee's intention to accept or decline the job.
- c. Failure of the employee to respond within one (1) week of recall notice will nullify the employee's recall right to the job(s) offered.



## ARTICLE XI: WAGE RATES

### Section 11.1

Employees will receive increases in pay based on their current wages and tenure as of the date this Agreement is fully ratified. Upon ratification, employees will receive *the greater of* the percent increase or the minimum hourly rate amount reflected in the chart below based on the length of continuous service since their last hire date by the Employer.

The initial wage increase shall be made retroactive to August 14, 2015. Effective one year after the date this Agreement is fully ratified, all bargaining unit employees will receive 3% annual wage increases through the expiration of this Agreement, with the exception of those employees that have not been employed by the Employer for at least the preceding 12 months.

People currently earning under \$14 will earn an additional 0.15 per year based on their years of service as a one-time increase only in 2016.

Current Wage	RATIFICATION				YEAR TWO THROUGH CONTRACT TERM
	Receive the Greater of:				% Wage Increase
	% Wage Increase (Less than 8 Years Service)	% Wage Increase (Between 8-15 Years of Service)	% Wage Increase (15 & over Years of Service)	Minimum Wage Group	
<\$14.50	\$15			\$15.00	3%
\$14.50-\$17.50	6%	8% or \$17	9% or \$17.50	\$17-17.50	3%
\$17.50-\$20.00	4%	6%	7%	\$20.00	3%
>\$20.00	4%	4%	5%	--	3%

### Section 11.2

All new hires will be paid a minimum of \$15.00 per hour. However, the Employer may, at its discretion, pay a greater hourly wage to new hires when, in its judgement, a higher hourly wage is necessary to attract a qualified candidate or to meet market rates for a given position. Prior to offering a position, the Employer will notify the union of the intended wage range, and the union has five days from the notification date to bargain over the wage range if it so chooses.

## **ARTICLE XII: VACATIONS/DAYS OFF**

### **Section 12.1**

Vacation, personal days, holidays, sick leave and other leaves of absence, with the additional language of Section 13.2, shall apply to all employees in accordance with the CAN TV Employee Handbook.

### **Section 12.2**

Part-time employees shall be paid up to two days at his/her regular rate of pay where absence from a scheduled work day(s) is necessary to arrange for and attend the funeral of a member of his/her immediate family.

### **Section 12.3 Vacation Scheduling**

The granting of vacation requests submitted two months in advance for the same or overlapping vacation periods will be determined on the basis of employee seniority based on years of most recent employment. Requests submitted less than two months in advance will be scheduled on a first come, first served basis in accordance with the Employee Handbook.

## **ARTICLE XIII: HOLIDAYS**

### **Section 13.1**

The following are the holidays observed by CAN TV: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day or in accordance with the Employee Handbook.

### **Section 13.2**

If a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive one paid day off work within 35 days of the holiday to be used with his/her manager's prior approval.

### **Section 13.3**

With the exceptions of M.L. King Day, Thanksgiving Day, Christmas Day and New Year's Day, full-time employees who are scheduled to work on a holiday shall be paid at one-and-one-half (1.5) times their regular rate of pay in addition to receiving an additional paid day off at their regular rate of pay within thirty-five (35) days of the holiday with their manager's prior approval. Full-time employees scheduled to work on Thanksgiving Day, Christmas Day or New Year's Day will receive two (2) times their regular rate of pay plus one day off at their regular rate of pay to be taken within thirty-five (35) days of the holiday with their manager's prior approval.

Part-time employees who are scheduled to work on a holiday shall be paid at two (2) times their regular rate of pay.

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

### **Section 14.1**

The healthcare and dental coverage and 401k Plan contributions as outlined in the Employer's Employee Handbook as of March 2016 shall be extended to all 30+ and full-time employees covered by this Agreement.

### **Section 14.2 30 Hours or Less Part-time Employees' Health Options**

30 hours or less a week part-time employees, who do not meet the threshold requirements for health coverage under the Employer's Employee Handbook, shall have the option to receive healthcare at the Sydney Hillman Health Center (SHHC). If the employee chooses to receive this healthcare option, CAN TV shall cover 90 percent of the \$90 monthly membership at the SHHC. Every year, the employer shall send SHHC a list of all part-time employees who will be members. SHHC will provide services for the employee, his or her spouse or designated partner, and his or her dependent children under the age of 26. SHHC is a health center and is not what the ACA considers health insurance or a health insurance company.

### **Section 14.3**

All Employees covered by this Agreement shall be eligible to participate in the CAN TV 401k Plan. CANTV shall extend the same contributions match to employees covered by this Agreement that is extended to all employees.

## **ARTICLE XV: DISCIPLINE/DISCHARGE**

### **Section 15.1**

All employees are expected to conduct themselves in a responsible and professional manner while carrying out work assignments. All employees are expected to comply with the Employer's rules and regulations and standards of behavior and performance as they are in effect pursuant to the Employer's Employee Handbook. Rules and regulations and standards of behavior and performance encompass many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Employer's policies and procedures. Maintaining discipline and order is a responsibility of the Employer. Accordingly, the Union recognizes the right of the Employer to take disciplinary action up to and including discharge. No employee shall be disciplined, up to and including discharge, after the completion of his or her probationary period except for just cause. Just cause may include, but is not to be limited to, insubordination, failure to comply with Employee rules, falsification of records or false claims made to the Employer, willful damage of property, theft, assault, disloyalty, dishonesty, alcohol use or the sale, possession or use of illegal controlled substances, violation of the Employer's rules and regulations or standards of behavior, unsatisfactory performance including the inability



or unwillingness to satisfactorily perform the duties and responsibilities of his or her position, chronic attendance or punctuality problems, sexual or other forms of harassment affecting any aspect of employment, any criminal activity. Just cause shall be determined based on the Employer's reasonable judgment and in its discretion.

In the event an Employee is disciplined or discharged by the Employer, and the Employee believes it is without just cause, this matter may be handled as a grievance under the "Grievance and Arbitration" Section of this Agreement.

### **Section 15.2**

If employment is terminated by either party, the accrued vacation, holiday or other applicable pay credits, if any, shall be paid, consistent with Employer policy.

### **Section 15.3**

When an Employee is given any disciplinary reprimands by the Employer, a copy of the reprimand will be given to the Employee.

## **ARTICLE XVI: GRIEVANCES AND ARBITRATIONS**

### **Section 16.1**

A grievance is an alleged violation of the application or performance of the terms of this Agreement. A grievance must be in writing and may be filed by the Union on behalf of one or more employees or on behalf of the Union itself only to the extent that the grievance concerns a matter of the Union's institutional interest.

### **Section 16.2**

To be considered, the following steps must be followed:

- a) Employees must first discuss any problems immediately with their direct supervisor or with their supervisor's supervisor if the problem is with their direct supervisor. Doing so will give both parties a better opportunity to resolve the problems expeditiously. The parties agree to allow at least fourteen (14) calendar days to attempt to mutually resolve problems informally before proceeding to the filing of a written grievance.
- b) If a problem is not resolved, a written grievance may be submitted to the Executive Director or his/her designee within twenty one (21) calendar days of the event giving rise to the grievance. The written grievance shall cite the applicable contract provisions alleged to have been violated, state all pertinent facts, and be dated and signed by the Employee or his/her Union representative.
- c) The Executive Director or his/her designee shall schedule a meeting with respect to the grievance within fourteen (14) calendar days following receipt of the grievance.
- d) The Executive Director or his/her designee shall render a decision within fourteen (14) calendar days following the date of the meeting.
- e) If settled, the terms of settlement shall be reduced to writing and signed by the parties, and a copy shall be furnished to the Union, the Employer, and any Employee directly concerned. Each such settlement shall automatically be deemed to contain the following clause: "This resolution is made on a no-precedent basis, is without prejudice to the position of either the Employer or the Union with respect to any contractual issues that may be involved, and may not be cited in any subsequent arbitration or other legal proceeding other than one involving the enforcement of this particular resolution."
- f) Should the parties be unable to reach agreement or resolution, the matter may be submitted for final and binding arbitration under the rules and regulations of the American Arbitration Association. Any grievance or dispute not submitted to arbitration within fifty-five (55) calendar days of the event giving rise to the grievance shall be permanently barred.

### **16.3 Arbitration Procedure**

Unless the parties mutually agree upon an arbitrator informally, the Union shall seek a panel of seven (7) qualified arbitrators from the American Arbitration Association. As soon as practicable after the list is received, the parties shall meet and jointly attempt to agree on an arbitrator to hear and decide the dispute. If they fail to agree, each party shall, alternatively, strike one name from the list received until only one name is left. A toss of the coin will determine who strikes first. That remaining name shall be the arbitrator selected.

Costs of the arbitration, including the arbitrator's fee and expenses, shall be underwritten equally by the Union and the Employer. However, each party shall pay its own attorneys' fees and expenses for presenting the case, such as the cost of being represented at the arbitration, any expenses involved in bringing witnesses to the hearing, any expenses involved in preparing evidence for the hearing, transcript and reporting costs, and the like.

Under no circumstances may an Employee's or Union representative's preparation for grievances or arbitrations interfere with the legitimate work of the Employer or the Employee's performance of his/her work duties.

No arbitrator, in deciding any grievance, has the authority to alter, amend or modify the express terms of the Agreement in effect.

Arbitration shall be final and binding upon all parties.

## **ARTICLE XVII: MANAGEMENT RIGHTS**

Subject only to specific limitations contained in this Agreement to the contrary, the Employer reserves and retains solely and exclusively all of its inherent rights to plan, organize and manage its operations in all respects, whether exercised or not, including, but not limited to, its rights to select and direct the workforce in accordance with requirements determined by management; to determine services to be rendered or supplied; to consolidate or close down facilities or operations, either temporarily or permanently; to create, modify or discontinue job classifications; to determine when work is required and designate the size of the workforce and the identity and number of employees to perform the work; to establish and change work schedules and assignments and determine employee training; to assign employees to work in different job classifications, whether within or without classifications covered by this Agreement; to eliminate job functions and classifications; to consolidate jobs and duties with those of other employees within the bargaining unit; to hire, schedule, promote, demote, transfer and lay off employees; to discipline, suspend and discharge employees; to make, change and enforce rules for the maintenance of discipline; to extend, discontinue, move, reorganize all or any part of the operations of the organization; to determine any form or type of equipment, work methods, procedures or techniques used, including introducing new and improved facilities or methods of operations; to establish standards of performance and evaluate employee performance with respect to those standards; to change paydays and pay periods.



The Employer recognizes the Union as the exclusive bargaining agent for employees as defined in the Scope of the Unit and the members of the bargaining unit are the workforce protected by this Agreement. The express provisions of this Agreement constitute the complete Agreement which shall prevail between the Employer and the Union with respect to wages, hours and terms and conditions of employment. The Employer is not subject to any duties not expressly assumed in this Agreement, and this Agreement embodies all restrictions on management rights.

## **ARTICLE XVIII: CONTRACTING OUT**

The Employer may utilize other persons not in the bargaining unit, including without limitation, consultants, students, volunteers, interns, community producers, or other third party or entity to do project based work or to temporarily perform work that would otherwise be performed by bargaining unit members, provided that the use of such other persons (i) does not result in the layoff of any regular full-time or part-time employee, or (ii) does not result in the continuation of layoff of any regular full-time or part-time employee.

## **ARTICLE: XIX EMPLOYER POLICIES**

### **Section 19.1**

Employees are subject to the Employer's Employee Handbook (as that document is promulgated and revised by the Employer in its sole discretion from time to time.) Except as otherwise specifically provided in this Agreement, all of the Employer's policies and programs may be changed, modified, amended, suspended, or eliminated by the Employer. Any such change, modification, amendment, suspension or elimination shall be automatic, and the Employer shall not be obligated to bargain with the Union over any changes thereto or the effects thereof, but the Employer shall forward to the Union a copy of any such change, modification, amendment, suspension or elimination promptly thereafter.

### **Section 19.2**

Hats will be permitted during cool temperatures and consideration will be given to the individual's comfort. When the outdoor temperature exceeds 80 degrees, wearing shorts within a reasonable length will be permitted. Otherwise, the Personal Appearance policy in the Employee Handbook will apply.

### **Section 19.3**

Personal use of cell phones/mobile devices should be kept to a minimum during work hours and limited to those situations that are absolutely necessary. Any personal use of such devices shall not interfere with employees' work or distract others. Employees should turn off ringers or change ringers to "mute" or "vibrate." Employees should ensure that friends and family members are aware of this policy.

## **ARTICLE XX: PERFORMANCE REVIEWS**

A performance review occurs at the end of any employee's probationary period, and thereafter annually. Performance reviews are designed to provide communication between the employee and supervisor on the employee's job performance, progress on goals, and new and ongoing goals. In addition, performance reviews will include, but not be limited to: quality and quantity of work performed; conduct and behavior; dependability; punctuality; and ability to work with others and independently. During the course of the year, supervisors will evaluate progress on goals set during the performance review process with their employees.

The performance review process will include the supervisor completing a written review that addresses the above mentioned categories. The employee will be provided a copy of the review. A meeting to discuss the performance review will take place within two weeks after the employee is provided a copy of the written review, but no sooner than three days after the employee first receives the performance review. The written performance review will be copied to the employee and to the file. In the event an employee disagrees with her/his performance review, s/he may submit a written response, which shall be made part of her/his personnel file.

## **ARTICLE XXI: TERM OF THE AGREEMENT**

This Agreement shall remain in effect until midnight July 31, 2020 and shall be automatically renewed for subsequent one (1) year periods thereafter unless terminated by written notice of intention to terminate or by written notice of intention to modify this Agreement sent by either party at least sixty (60) days prior to July 31, 2020 or the termination date of any subsequent extension of this Agreement.

ARTICLE XXII – SIGNATURES

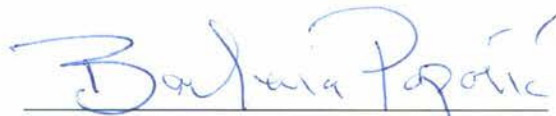
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on August 8, 2016 by their duly authorized officers.

For the UNION  
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-CWA  
LOCAL 41

  
\_\_\_\_\_  
Don Villar  
President

  
\_\_\_\_\_  
Charles G. Braico  
NABET-CWA Sector President (Date) 8/30/16

For the ORGANIZATION  
CHICAGO ACCESS CORPORATION (CAN TV) solely in its capacity as the public access  
television organization in the City of Chicago

  
\_\_\_\_\_  
Barbara Popovic  
Executive Director  
CAN TV



**Side Letter 1**  
**COPE Contributions**

CAN TV and the Union agree to provide for a program and procedure (subject to payroll system capability) whereby eligible employees of CAN TV may make voluntary contributions through payroll deduction to the Committee on Political Education ("COPE"), a separately segregated political action committee sponsored by the Union.

Eligibility to participate in contributions to COPE through the payroll deduction program is restricted to those employees of CAN TV who are certified by the Union as eligible to participate under the Federal Election Campaign Act of 1971 and any applicable state laws. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union. The Union shall be responsible for notifying Management promptly when any such employee is no longer eligible to participate.

Representatives of the Union may solicit participation of employees who are Union members on CAN TV premises, but such solicitation shall not occur during working hours nor in work areas. Any such solicitation shall be limited to small groups of employees and of short duration so as not to disrupt the work place.

Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. The authorization card shall be in a form acceptable to CAN TV. When completed by the employee, the authorization card will be forwarded by the Union to CAN TV's payroll/accounting. The Union will be responsible for satisfying its own requirements for records retention.

Employee deductions shall be in the minimum amount of one dollar (\$1.00), or fifty-cent (\$.50) increments thereof, per month. Deductions from employees' pay shall be made each pay period.

On a monthly basis, CAN TV shall remit to the Treasurer of COPE the full amount of authorized deductions for the preceding month. In addition, CAN TV shall transmit to the Treasurer of COPE monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.

Any employee's payroll deduction shall cease upon the occurrence of any of the following: (A) Termination of a participating employee's employment with CAN TV. (B) Retirement of a participating employee. (C) Transfer of a participating employee out of the bargaining unit. (D) Receipt in the payroll office of written notice to cancel contributions to COPE signed by the employee. (E) Receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate. (F) Leave of absence (unpaid) of a participating employee.

Except as otherwise provided herein, deductions shall continue for employees while receiving disability benefits, or while temporarily promoted to management. No deductions will be made to employees receiving payments under the Supplemental Income Protection Plan (SIPP), or a long term disability (LTD) plan.

Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.

This Article is subject to applicable laws and regulations and shall not be placed in effect where prohibited by any such law or regulation.

The Parties agree that CAN TV assumes no responsibility other than the collection of contributions pursuant to employee authorization of payroll deductions and forwarding of such amounts collected to COPE. The Union agrees to indemnify CAN TV and hold it harmless from all claims, damages, costs and expenses of any kind which may arise in connection with the program covered.

As provided for in the regulations of the Federal Elections Commission, the costs for the administration of the payroll deduction system for COPE are the responsibility of the Union and will be handled as mutually agreed by CAN TV and the Union.

Any change in the aforementioned program shall be bargained for by both CAN TV and the Union.

## CHECK-OFF AUTHORIZATON

Name ..... Dept. ....  
(Please Print)

I hereby authorize the CAN TV to deduct from my wages a sum equal to one and .67 per cent (1.67%) of my total earnings including all overtime and penalty payments on account of membership dues in NABET-CWA, Local 41. The sum thus to be deducted is hereby assigned by me to NABET and is to be remitted by the Company to the Union each month.

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 CAN TV and NABET-CWA, Local 41, 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 hereof. Such revocation shall be effected by written notice by registered mail to the Company and Union within such ten (10) day period.

This dues checkoff form will be used for current and new hires from August 1, 2016 to July 31, 2017.

Signature ..... Date .....



TO: Chicago Access Corporation also known as CAN TV  
1309 S. Wood Street  
Chicago, IL 60608

I hereby authorize Chicago Access Corporation (CAN TV) 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 \_\_\_\_\_ 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 CAN TV 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 CAN TV 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 \$ \_\_\_\_\_ PER WEEK - TOTAL INITIATION FEE: \$ \_\_\_\_\_ - DUES 1.67%

This checkoff form will be used for any new hires starting after August 1, 2017.

NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

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