

**MASTER AGREEMENT BETWEEN**

**WPTA TELEVISION, INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL**

**WORKERS, AFL-CIO LOCAL UNION NO. 723**

**July 1, 2019**

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THIS AGREEMENT, entered into by and between WPTA Television, Inc., the operating entity of WPTA-TV, hereinafter referred to as the "Employer," "Company" or "WPTA-TV" and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION NO. 723, hereinafter referred to as the "Union", shall become effective as of the 1st day of July 1, 2019.

## PREAMBLE

In consideration for the mutual promises, covenants, terms and conditions contained herein, the parties agree that the within agreement shall constitute and be the entire agreement between the parties hereto with respect to rates of pay, hours of work and other conditions of employment for and during the term of this agreement, and neither party shall be required to negotiate with the other during the term of this agreement on any issue or subject of bargaining except as may herein other specifically be provided, and all rights and obligations created and incurred under or by virtue of the provisions of this agreement shall terminate with the termination of this agreement.

## ARTICLE I - RECOGNITION

**Section 1** The Employer recognizes the Union as the exclusive representative of all of its employees in the following described collective bargaining units:

- A. All full-time and regular part-time Production Unit employees of WPTA at 3401 Butler Road, Fort Wayne, Indiana.
- B. All full-time and regular part-time Engineering Unit employees of WPTA at 3401 Butler Road, Fort Wayne, Indiana.
- C. BUT EXCLUDING, all confidential employees, all guards, and all professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees of the employer.

The fact that the parties have included each separate unit within this Agreement does not alter their separateness, nor shall the past practice or contract interpretation of the parties, if any, under the Agreement with respect to one of the units be applicable in any way or evidence of past practice or contract interpretation with respect to the other unit under the Agreement.

Such recognition is for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

**Section 2.** The term "full-time employee" or "full-time employees" as used in this agreement shall mean an employee or employees within any bargaining unit represented by the Union as described in Section 1 hereto, and who regularly work an average of 40 hours or more per week during any fiscal quarter.

The term "part-time employee" or "part-time employees" as used in this agreement shall mean an employee or employees within any bargaining unit represented by the Union as

described in the preamble hereto and who work less than an average of 40 hours per week during any fiscal quarter.

### **Section 3.**

A. The Production Unit will be responsible in helping and working with all departments at WPTA-TV in the organization of on-air, off-air, video and/or audio products and on-air and off-air station products in all aspects that are necessary to complete those assignments at the highest quality possible; and such other duties as may be assigned by management.

B. The Engineering Unit will be responsible for the installation, operation and maintenance of the television broadcast equipment in Master Control and videotape areas as well as the television transmitter and other such duties as may be assigned by management.

C. It is understood that the assignment of the functions in Section 3A and B to various Units and Employees is not done on an exclusive basis; i.e., nothing contained in this Agreement shall limit the Employer's right to use other or non-bargaining unit personnel to perform such work, and Employees may be assigned to perform work in the other bargaining unit or other classifications and/or work not covered by this Agreement (including, e.g., that of another television station, network, etc.). However, the assignment of bargaining unit work shall not be made for the purpose of laying off bargaining unit employees or reducing their hours of work, and bargaining unit work shall not become the primary job function of a non-unit employee. When performing work for the Employer that is not covered by this Agreement, the Employee shall receive no less than his/her current rate of pay for any such assignment. When performing work for another employer the Employee shall receive his/her current rate of pay unless he/she has agreed to a different rate.

D. This Agreement shall apply at the Employer's studios, transmitter site and covered remotes only when the station is originating programs produced and controlled by it to be broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception. ("Broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception" means the single primary digital program service presently in use.)

If work is performed by the Employer outside the Employer's studio facilities, transmitter site or covered remote (including, by way of example only, material not to be broadcast by the Station on its FCC assigned frequency for direct public reception, material broadcast on another digital, UHF, VHF, AM or FM signal, syndicated programming, cable programming, non-broadcast material, non-primary digital program services, the Internet, etc.) the Employer may utilize the services of bargaining unit employees on such work at their usual rate of pay, but such assignment shall not be deemed to cede jurisdiction over such work to the Union.

## **ARTICLE II - UNION SECURITY**

**Section 1.** There shall be no unlawful discrimination, interference, restraint or coercion by the Union or the Employer against any employee in the bargaining unit because of age, sex, race, disability, color, religion, national origin, marital status, gender identity or expression, ancestry, political affiliation, genetic information, status as a veteran, or membership in or legitimate activity on behalf of the Union or for refraining from membership in the Union

or refusal to otherwise assist or support the Union. Neither the Union nor its members shall solicit union membership or conduct union activities on company time or with company equipment or materials.

**Section 2.** The union shall designate up to three (3) stewards in each bargaining unit. The union shall notify the employer in writing which employees have been designated as stewards. Said appointments shall remain in effect until the employer is notified in writing to the contrary. Each steward shall primarily be concerned with the bargaining unit of which the steward is a member but shall also act as a steward for any other bargaining unit listed in this agreement, especially when a designated steward for a bargaining unit is either not available or has not been designated. Authorized union representatives shall suffer no loss of basic pay for time spent meeting with management to discuss grievances and complaints.

No employee of any other television or radio station located in Fort Wayne or within a radius of fifty (50) miles thereof shall be a representative of the Union in any authorized meetings of Union representatives with the Employer.

**Section 3.** Except where prohibited by law, the following provisions will apply: All Employees in the bargaining units, as a condition of continued employment, shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount equal to the Union's regular initiation fee and its regular dues. Such payment shall start sixty (60) calendar days following the date of employment.

**Section 4.** Before January 1, 2020, each Employee covered herein may have their dues withheld from their pay by the Employer by signing the proper authorization form. The Employer shall transmit all such funds collected to the Union's Financial Secretary on the fifteenth day of each following month, including the name and amount withheld from each employee using this option. The union shall be notified as soon as possible in cases of hiring, termination and leave of absence of Employees. This provision shall be subject to all applicable state and federal laws.

Beginning on January 1, 2020, and at all times thereafter, the parties agree that the dues checkoff process will be terminated and no employees will have dues withheld from their pay by the Employer.

**Section 5.** The Union agrees to hold harmless and identify the Employer from any liability, cost or judgment it may sustain as a result of complying with Union requests to discharge or suspend any Employee pursuant to Section 3 of this Article.

### **ARTICLE III - MANAGEMENT RIGHTS**

**Section 1.** The Employer retains the sole right to manage its business, stations and premises and direct the working force, including, without being confined thereto, the direction of the work of Employees, including the right to hire; discharge, discipline, demote or transfer for good cause; promote; train or layoff its employees; to determine whether and to what extent the work required by its business shall be performed by Employees covered by this agreement and to subcontract the rest, provided the Employer complies with Section 4; to determine the number of

hours of work; to determine equipment, the type of programs and the sources and methods of programming, the schedules of programs, and the right to purchase program materials, supplies and equipment and all other items used in the operation of the Employer's business as well as the determination of the sources from which the same shall be purchased; to determine the assignments of work; to maintain order and efficiency in its station and operation; to go out of business or to discontinue any part of its business operation; to determine the qualifications of its Employees; to determine the starting and quitting time, and to decide all other matters relating to the management and operation of the Employer's business. Nothing in this section shall authorize the Employer to violate any of the terms and conditions of this agreement. All Employees in the bargaining units shall perform and work as directed by the Employer and its agents.

**Section 2.** The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management. All of the rights, powers and authority the Employer had at common law or otherwise, prior to entering collective bargaining, are retained by the employer except as expressly and specifically abridged, delegated, granted or modified by this agreement.

**Section 3.** The management shall, when requested, schedule an individual meeting between the requesting Employee or Employees and the management at a time mutually convenient to all parties to discuss employment concerns. Said request shall set forth the subject to be discussed.

This section shall impose no duty upon the Employer other than to meet and listen to Employees. This section shall not be interpreted as a contract reopening provision, or, in any other manner so as to give rise to a duty to bargain on any issue during the term of this contract.

**Section 4.** It is understood that during the term of this Agreement management may, at its sole discretion, out-source portions of its operation. Should this occur, any necessary reduction in force will be handled under the provisions of Appendix II contained in these agreements.

**Section 5.** The parties acknowledge that the FCC is considering major changes in broadcast rules and regulations that may lead to further consolidation of television station operations. Understanding this, the parties acknowledge that the company may assign bargaining unit employees work to oversee simultaneous operations of more than one television station or the simultaneous operation of more than one digital or analog signal or signals of the various television stations that the company may own or manage. The assigned work may include, but is not limited to, master control, maintenance work, transmitter control work or any other work for the operation of the television station or stations, whether or not owned or managed by the Employer.

**Section 6.** The parties acknowledge that the technological changes, including various forms of automation, will occur in the near future. In order to participate in the advantages these changes will bring to the industry, the Employer will be required to invest in new equipment and related software. In order to remain competitive and be in a position to afford these opportunities, the Employer shall not be restricted in the use of such technology nor are there any

commitments by the Company to maintain any positions no longer needed. Nothing herein shall require the Employer to assign such equipment or software to bargaining unit personnel where, in the judgment of the Employer, others are equally or better suited to perform such work. The Employer's exercise of judgment shall be upheld if not made on an arbitrary or capricious basis.

#### **ARTICLE IV- NO STRIKE OR LOCKOUTS**

**Section 1.** The Union and all Employees in the bargaining units, individually and collectively, will not, during the life of this agreement, encourage, cause, permit, condone or take part in any strike, picketing, sit-down, stay-in, slowdown or other curtailment of work or interference with operations in or about the Employer's station, premises or equipment. The Employer will not engage in a lockout during the term of this agreement.

For breach of the agreement or violation of the provisions of this Article IV of this agreement, an Employee may be discharged by the employer or be disciplined in any lesser form as the Employer shall determine appropriate. The question of fact as to whether an Employee has violated any provisions of the first grammatical paragraph of this Section I shall be subject to review through the provisions of the Grievance Procedure of this agreement, but once the fact of a violation is established, then the type or quantity of disciplinary action determined by the Employer shall not be subject to review through the grievance procedure.

**Section 2.** If it is determined that an Employee was disciplined when said Employee had not violated Section 1, said Employee shall be made whole forthwith and all time lost shall be credited as if the Employee had been in the service of the Employer.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be understood to mean and be limited to a dispute by employee or employees with the Employer that the Employer has failed to comply with a specific provision or provisions of this Agreement. When a grievance arises, an earnest effort shall be made to settle such dispute promptly in accordance with the Grievance Procedure described below.

**Section 2.** The grievance procedure shall be as follows:

**Step One:** The grievance shall be presented by the employee or employees concerned to their respective department head with a Union Steward present. The grievance shall be so presented in such manner as shall not unreasonably interfere with the employer's operations and no prior notice of such presentation shall be required. Any grievance not settled by this means may be promptly moved at the election of the aggrieved employee or employees to the second step of the Grievance Procedure.

**Step Two:** The grievance shall be reduced to writing, signed by the aggrieved employee or employees, and referred to their respective department head of the employer by the aggrieved employee or employees and not more than any two (2) Union Stewards and no prior notice of such referral shall be required. The grievance will be submitted in duplicate on forms designed and agreed upon by the Employer and the Union.

The department head will note on the grievance form the employer's answer to the grievance, retain one (1) copy of the grievance form and return one (1) copy to the Steward. Any grievance not settled within fourteen (14) calendar days after being submitted to the processes of this second step may be promptly moved to the Third Step which follows.

**Step Three:** Within fourteen (14) calendar days after receipt of the employer's written answer in step two of the grievance procedure, the business agent or his designated representative of the union shall note on the grievance form the reasons why the employer's answer given in step two is not considered a satisfactory settlement of the grievance and shall deliver one (1) copy of the grievance form bearing such answer to the manager of the employer's station who shall, in person or through the manager's designated representative, within fourteen (14) calendar days following the receipt of such answer in this step meet with the business agent or the business agent's designated representative of the Union and the aggrieved employee or employees for the purpose of discussing the grievance and seeking a satisfactory settlement.

**Step Four:** At the election of the union, within twenty-one (21) calendar days following the meeting of the Station Manager, or the Station Manager's designated representative, with the business agent and/or the business agent's designated representative of the union and the aggrieved employee or employees, if a satisfactory settlement has not been reached for the grievance, the union may within such period deliver written request to the employer, signed by its business agent or the business agent's designated representative, requesting that the grievance be submitted to arbitration. Thereafter, the employer and the union shall jointly enter into a written Submission Agreement which shall define the issue and shall require that the same shall be submitted to the arbitration process of this grievance procedure. An arbitrator shall be chosen by using the processes of the Federal Mediation and Conciliation Service to obtain a list of seven (7) choices of arbitrator. Within seven (7) calendar days following the sharing of such list the parties shall alternately strike the names from such list, one at a time, until but one (1) name remains unstricken, the party to strike first shall be the party who originally filed the grievance. Either the American Arbitration Association normal arbitration or expedited arbitration process may be used as an alternative to the FMCS if mutually agreed upon by both parties. The person whose name remains unstricken upon such list shall be the arbitrator of the grievance, who shall have the authority and the power to hear and determine the same upon the basis of the submission agreement.

The decision of the arbitrator on the issue of the grievance submitted to the arbitrator shall be final and binding upon the employer, the union, and the aggrieved employee or employees, provided, however, the arbitrator shall have no power to rule on matters excluded from the issue of the grievance as defined in the Submission Agreement, or to decide any question, which, under this agreement, is within the right of the employer to decide, nor shall the arbitrator have the power to add to or ignore or modify any of the terms or conditions of this agreement, or any supplemental agreement hereto.



The arbitrator shall have no power or authority to pass upon the arbitrator's own jurisdiction over the subject matter of the grievance or to rule upon the issue of the grievance where the aggrieved employee or employees or the union or its representatives have failed to comply fully with the procedural requirements set forth in this grievance procedure.

In rendering his decision, the arbitrator shall have due regard for the rights and responsibilities of the employer to manage its business and shall so construe this agreement that there will be no interference with the exercise of such rights and responsibilities, except if those rights may be expressly waived or limited by the employer in this agreement. Any award of back wages made by the arbitrator shall be limited to the amount of wages the employee would otherwise have earned from employee's employment with the employer, less any unemployment compensation or other benefits or compensation for personal services that the employee may have received from any source during the period, provided, however, compensation received from additional employment held at the time of wrongful termination or layoff and thereafter continued shall not be offset against an award of back wages.

Each of the parties, the employer and the union, shall bear its own expense in connection with the arbitration, but the fees and expenses of the arbitrator shall be borne equally by the employer and the union.

**Section 3.** Any grievance not appealed from an answer in one step of this grievance procedure to the following step within the time provided therefore herein shall be considered settled on the basis of the last answer and shall not be subject to further appeal, unless an extension of time is mutually agreed upon by the parties in writing.

**Section 4.** No grievance shall be eligible for handling if it has not been presented in Step One within fourteen (14) calendar days following the event that gave rise to the grievance if, after the exercise of reasonable diligence, the employees and the union should have become aware of the event that gave rise to the grievance within that time period.

**Section 5.** The parties agree that it is in their mutual best interest to handle grievances as expeditiously as possible.

## **ARTICLE VI- SENIORITY**

**Section 1.** Seniority will be established within each unit as a whole. "Unit Seniority" shall mean the employee's continuous length of service within each department since the date of his or her most recent regular assignment to that department. Employees voluntarily leaving an assignment to any department for any reason, resigning or being discharged for cause or who may at a later date be re-employed or reassigned to any department, shall retain no seniority rights.

Seniority for part-time employees shall be computed on the basis of hours worked in the aggregate in each department since the date of the employee's most recent regular assignment to that department, and shall be computed in the same format as full-time employees.

**Section 2.** Employees hired after November 10, 2009 shall, for the first One Thousand Forty Hours (1040) of work, be on probation and may be dismissed without notice for any reason by the Employer. During the period of probationary employment, an employee shall be bound by the appropriate minimum rate of pay provided for in this agreement.

**Section 3.** Except as provided below, Unit Seniority as defined in Section 1 above of this Article shall apply to layoffs and recalls which layoffs shall be in the inverse order of seniority and recalls in the order of seniority within the unit, provided, the ability of the employee retained or recalled to perform the available work is relatively equal. This subsection is subject to all applicable laws of the United States, the State of Indiana and any local government, relating to affirmative action plans, and any rules and regulations of any department or agency thereof.

For layoffs and recalls in the Engineering Unit, said layoffs and recalls shall be in the inverse order of the Unit Seniority with each Category, provided the ability of the employee recalled to perform the available work is relatively equal.

The Employer's decision in regard to these matters, while subject to processing under the grievance and arbitration procedure, shall be upheld unless the arbitrator finds by a fair preponderance of the evidence that the decision was made on an "arbitrary and capricious" basis, meaning that the Employer cannot articulate a reason or reasons for its decision that are related to the skills or abilities of the Employees. The relative seniority of Employees shall not be considered by the arbitrator in determining "arbitrary and capricious," nor shall the arbitrator overrule, disregard or fail to credit the validity of the relative abilities or qualifications of Employees articulated by the Employer.

Should it become necessary, at any time, for the employer to lay off any non-probationary employee for lack of work, the Employer shall give the employee at least two (2) weeks' notice in writing of such layoff. On the effective date of employee's layoff, the employer shall grant employee a service letter.

Employees recalled shall receive salary commensurate with length of service at the time of layoff providing that within five (5) days after receiving notice of the vacancy mailed to employee's last address appearing upon employee's Employer's records the employee acknowledges the request to return to work and declares employee's intention to report, the employee does timely report, and providing, further, that employee is actually available for work within two (2) weeks after declaring employee's intention to accept employment, unless some longer time is mutually agreed upon between the employee and the employer.

**Section 4.** Any employee may terminate employee's employment. The Employer can fill any position on a temporary basis pending hiring or recalling a regular employee.

**Section 5.** Each employee on layoff shall at all times keep the employer's office advised in writing, sent by registered or certified mail, return receipt requested, of the current residence address through which mail may be received by such employee and of any changes as they may occur in such mailing address. Any employee on layoff who fails to comply with the

provision of this Section 5, may, at the sole discretion of the employer, not be entitled to the benefits of this Article VI.

**Section 6.** Prior to filling any vacancy, vacant schedules shall be offered to existing qualified employees in order of seniority.

## **ARTICLE VII - WORK WEEK - WORK DAY - WORK SCHEDULES**

**Section 1.** The work week shall consist of the period of one hundred sixty-eight (168) consecutive hours beginning at 12:01 a.m. Monday. The normal work week shall be forty (40) hours consisting of not more than five (5) consecutive days or forty (40) hours of no more than four consecutive days.

**Section 2.** Employees shall be scheduled on a five (5) day-per-week eight (8) hour-per-day or a four (4) day-per-week ten (10) hour-per-day schedule regardless of whether or not any holidays will occur during a work week, exclusive of meal time. When the Employer is unable to schedule a meal period after the start of the third hour and before the end of the fifth scheduled hour, the employee shall eat as operations permit, shall be paid for eating time, and no meal break as such shall be scheduled. Unless allowed elsewhere in this agreement, employees shall not be scheduled off on a holiday unless that day is either an employee's usual and regularly scheduled day off, the employee shall have requested to be scheduled off on that holiday, or there is no work available for employees.

**Section 3.** The Employer shall prepare and post weekly schedules showing hours and days for each employee for the next week. Employees shall be notified thereof, no later than 4:00 P.M. Monday of the preceding week. Each schedule will indicate the hours and days which constitute the normal work week. Part-time employees will not be scheduled for less than three (3) hours in any single tour.

The posted schedules shall not, except as hereinafter provided, be changed subsequent to such posting, the only change allowable shall be to increase the number of hours of the affected employee, unless otherwise mutually agreed to by the Employer and the affected employee. Employees shall be given reasonable notice of such schedule changes, by message delivered to an email address or telephone number provided to the Employer by the employee.

**Section 4.** When an employee's regular work shift begins before midnight but ends after midnight, that shift shall be deemed to occur for scheduling and pay purposes entirely on the day on which the majority of the shift shall occur.

**Section 5.** Employees may, with the approval of management, trade schedules on a daily or weekly basis. Requests for such trades must be received by management no later than five days in advance of the effective date of the trade.

For the first week of each new schedule for each Employee, the provision for two consecutive days off in Article IX, Section 3 of this Agreement shall be waived to facilitate the start-up of the new schedule. For the first and last day of each new schedule, the provisions of Article IX, Section 3, dealing with short turnaround shall be waived to facilitate the start-up of the new schedule and return to the prior schedule.

**ARTICLE VIII - SAFETY**

**Section 1.** The employer shall provide such facilities and protective devices as are required by law for the safety and health of the employees during the hours of their employment.

**Section 2.** No employee shall bypass any transmitter interlock system during its operation. No work shall be done on the internal part of any main TV transmitter unless two (2) people are present.

**Section 3.** Employees shall not be required to furnish their own tools and equipment necessary for the installation, repair and maintenance of equipment. The employer shall provide locks and lockers for the storage of tools. The employee shall not be responsible for the cost of repair of tools or equipment, unless damage is due to grossly negligent operation or handling; the employee shall be responsible for the replacement of any lost tools or equipment.

**ARTICLE IX- HOURS OF WORK AND RATES OF PAY**

**Section 1.** The Production bargaining unit shall be divided into two categories within which all of the employees within the unit shall fall. The categories and their respective classifications are as follows:

- Category I** [RESERVED]
  
- Category II**
  - Class I - Creative Service Producer/Writer Producer
  - Class II - Directors
  - Class III - Senior Newscast Director
  - Class IV - Commercial Videographer
  - Class V
  - Class VI - Promotions Producer/Writer/Photographer/Editor

The Engineering bargaining unit shall be divided into two categories within which all of the employees within the unit shall fall. The categories and their respective classifications are:

- Category I** - Class I Technician
  
- Category II** - Class I Operator

The minimum hourly wage rate for employees under the bargaining units, within the category and classification set forth above, shall be in accordance with the Minimum HOURLY WAGE SCALE as set forth in Exhibit "A" attached hereto and made a part hereof.

**Section 2.** In the Employer's sole discretion, an employee may be employed at, or advanced to a wage rate in the "Length of service" progression contained on Exhibit "A" beyond the employee's length of service or above such progression scale, or be reduced from such point or wage rate to the rate of the scale for the length of service when the employee's performance, ability or experience is sufficient to justify. In applying the wage schedule set forth in Exhibit "A", all employees on the effective date of this agreement in the employ of WPTA shall be given

credit for time they have been heretofore continuously in the employ of WPTA as a bargaining unit employee and have worked within their assigned wage category. No credit shall be given for previous employment with the employer for time employed outside the unit.

An employee moving from one category to another within each unit shall receive one-third (1/3) credit for employee's length of service in a previous pay category within said unit when determining where on the pay progression scale said employee shall be placed.

**Section 3.** Time and one-half will be paid for all hours worked in excess of forty (40) hours in a work week. If an employee accumulates forty (40) hours' pay in a work week for which hours the employee was paid only straight pay, hours in excess thereof will be paid at time and one-half the employee's straight time hourly rate. A full-time bargaining unit employee shall be scheduled so that employee receives at least two (2) consecutive days off. In the event a full-time bargaining unit employee does not have two (2) consecutive days off, employee shall be paid at the overtime rate for all work performed on the day preceding or succeeding employee's scheduled day off. A work schedule where an employee's usual and regularly scheduled days off are Sunday and Monday and thus not granting the employee two (2) consecutive days off within a given work week shall not be a violation of this agreement provided that such a work schedule allows for two (2) consecutive days off when combined with the work schedules of the preceding and following work weeks and provided that such a schedule shall otherwise comply with and be subject to the provisions of this agreement.

If a full-time employee is scheduled so that the employee has less than ten hours rest between work assignments, for those hours which reduce said rest below ten hours, employee shall be paid at the rate of one and one-half times the employee's straight time hourly rate. If a part-time employee is scheduled so that the employee has less than ten hours rest between work assignments, and said part-time employee worked four or more hours on the assignment either prior to or following the rest period, for those hours which reduce said rest below ten hours, said employee shall be paid at the rate of one and one-half times the employee's regular straight time hourly rate.

There shall be no pyramiding or compounding of overtime pay or other forms of premium compensation excluding pay on holidays. If more than one type of premium compensation applies to the same work or hours, only the higher rate shall apply.

**Section 4.** When an employee is recalled for duty after completion of employee's daily assignments and after leaving the place of employment, employee shall be given a minimum of two (2) hours' additional work or a minimum of two (2) hours' additional pay at the applicable hourly rate.

**Section 5.** When an employee is called into work on employee's regular and established day off, employee shall be given a minimum of two (2) hours' work or a minimum of two (2) hours' pay at the applicable hourly rate.

**Section 6.** When an employee is sent out of Fort Wayne on an assignment which requires employee to remain away overnight, employee shall be credited with not less than one eight (8) hour shift for each day employee actually works on such assignment.

When an employee is sent out of Fort Wayne on an assignment from which employee returns on the same workday, employee shall be credited with the total elapsed time spent on such assignment.

Except as heretofore expressly provided, employees shall not be credited with time spent traveling to or from work at studios or transmitters where they are regularly employed, but shall be credited with all time spent thereafter during the day's assignment, such as traveling between studios, remotes, transmitters or other assignments in which travel is required.

**Section 7.** The employer shall reimburse each employee for all reasonable traveling expenses when travel by such employee is required as authorized by the employer. In the event any employee is requested by the employer to use their own automobile for transportation in connection with their assigned duties, the employer shall reimburse such employee at the rate paid non-Bargaining Unit employees for the travel required. If the corporate rate increases, the rate within this agreement shall adjust to that rate. The employer shall have the right to determine the method of transportation, except that employees shall not be required to use their own automobiles unless they consent thereto. Employees who do consent should carry liability insurance of \$100,000/300,000 for their own protection or they may be denied the right to use their vehicles.

Employees shall not be required to use buses where the transportation of equipment is necessary. Employees shall be reimbursed for such travel expense in accordance with usual employer procedure.

**Section 8.** An employee in a pay classification who in any ninety (90) consecutive workday period performs the duties of another pay classification not less than fifty percent (50%) of the scheduled hours on seventy-five (75) of said workdays, shall be moved to said classification. An employee so moved shall be subject to a 340 work hour probationary period, which shall commence as of the date of the reclassification, provided that such probation shall apply to the promotion only and the only action the employer may take under such probation shall be the demotion of the employee to the previous pay classification.

**Section 9.** Employees moving to a different classification shall have their wages set at the level commensurate with their experience in their classification for their category.

## ARTICLE X - HOLIDAY PAY

**Section 1.** Each full-time employee shall receive eight (8) hours pay at employee's regular straight time hourly rate (holiday pay) for each of the following named holidays:

New Year's Day	January 1
Memorial Day	last Monday in May
Independence Day	4th of July
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	fourth Friday in November
Christmas Day	25th day of December

Employees must meet all of the following eligibility requirements:

- (a) Employee must have worked employee's last scheduled shift immediately preceding the holiday and employee's next scheduled shift immediately following the holiday, or have an excused absence for not so working;
- (b) If eligibility requirement (a) above is met by having an excused absence, such absence must not have commenced more than two (2) weeks prior to the holiday or concluded more than two (2) weeks following the holiday.

Nothing in this agreement shall be interpreted so as to prevent or restrict the employer from declaring holidays in addition to those listed above and such additional holidays shall be subject to all provisions of this agreement as if they had been included in the list above.

**Section 2.** When one of the named holidays falls on an employee's regular day off, employee shall receive the holiday pay if employee is otherwise eligible.

**Section 3.** When an employee performs work on one of the named holidays, said employee will receive holiday pay and be paid for the hours worked at one and one-half (1 1/2) times employee's straight time hourly rate.

When an employee is scheduled to work on a holiday which said employee was not otherwise scheduled to work, employee will receive holiday pay and will be paid for the hours worked at two times employee's straight time hourly rate.

When an employee is called in to work on a holiday which said Employee was not otherwise scheduled to work, said employee will receive holiday pay and being paid for the hours worked at two (2) times employee's straight time hourly rate.

**Section 4.** Part-time employees will be entitled to the same holidays but will receive pro-rated pay based on the average scheduled hours worked per week in the previous thirty (30) days.

**Section 5.**

- (a) Employees may request, pursuant to management approval, rescheduling of one of the previously named holidays, provided that such request is made with reasonable notice prior to the date of the named holiday or the date that the requested change will be observed.
- (b) Hours worked on named holidays which have been rescheduled to another day shall be paid at the employee's straight time hourly rate.

**Section 6.** Full-time employees are provided two (2) personal days off each year, to be used in accordance with Company policy.

## ARTICLE XI - VACATIONS

The company provides paid vacation time to full-time employees. On your date of hire, as a full-time employee, you are entitled to a pro-rated week of vacation. (*If your first (1.19 day of full-time work is after October 19th, you are not entitled to vacation time until the following January 1<sup>st</sup>.)*)

On January 1<sup>st</sup> of the calendar year next following your date of hire as a full-time employee, you are advanced two (2) weeks of vacation. On January 1<sup>st</sup> following completion of your fifth (5<sup>th</sup>) consecutive year of full-time service, you are advanced three (3) weeks of vacation. On January 1<sup>st</sup> following completion of your fifteenth (15<sup>th</sup>) consecutive year of full-time service, you are advanced four (4) weeks of vacation.

Vacation hours are advanced on January 1<sup>st</sup> for the current calendar year on the assumption that you will be employed by the company for the entire year.

One week is defined as the hours you are regularly scheduled to work in a pay week. If your normal schedule is 40 hours per week, one week of vacation benefit equals 40 hours. If your normal work schedule is 30 hours, one week of vacation benefit equals 30 hours. If your scheduled hours of work include variations from week to week, normal weekly hours will be based on the budgeted hours for the position.

If you leave during the year, you are entitled only to a pro-rated share of your vacation based on the following formula:

**Number of days you have been employed by the company in the calendar year divided by the number of days in the calendar year times your annual allotted vacation hours.**

If you have taken more vacation time than has been earned according to the formula above, the company is entitled to recover the unearned vacation time that you have used. Vacation time may not be carried forward from year to year.

If your illness or disability occurs after approved vacation has commenced, time off will be considered vacation time and shall not be paid as sick time. If a paid holiday should fall during your vacation, the paid holiday will be applied in lieu of the paid vacation day provided you have prior approval from your supervisor for vacation time which includes a holiday.

Vacation schedules are arranged on a basis of staffing needs within the department and timeliness of the request. The company requests that you do not take three consecutive weeks. However, special circumstances will be considered. See your supervisor for vacation scheduling guidelines for your department.

## ARTICLE XII - INSURANCE

The Company will make available to the bargaining unit employees, such insurance plan or plans as are made available generally to all employees of the Employer on not less favorable terms and conditions as they are made available to all employees of the Employer, It is



understood by the parties hereto that said insurance plan or plans and the benefit thereunder may be modified during the term of this Agreement without further negotiations, so long as such changes are generally applicable to all employees of the Employer, provided that nothing herein precludes the Employer from providing in the future to managerial employees benefits different from those then existing for bargaining unit employees. This provision shall not modify the Company's obligation to provide 'HMO's' as that requirement exists under federal law.

### **ARTICLE XIII - SICK LEAVE**

The company provides paid sick time to regular full-time employees after ninety (90) consecutive calendar days of full-time service if you are absent due to your own non-work related illness, your own non-work related injury or when you provide needed care for a dependent child with an illness or injury. Work related illness or injury is covered by worker's compensation insurance. After the initial 90-day waiting period, sick leave days will be pro-rated over the portion of the first calendar year worked in a regular full-time status. If your 90 day waiting period crosses over into your second consecutive calendar year of regular full-time employment, you will be entitled to seven (7) days of sick leave at the conclusion of your waiting period.

In subsequent calendar years, regular full-time employees are eligible for up to seven (7) days of sick pay during any one (1) calendar year. Employees not actively at work on January 1 must return to work before becoming eligible for sick pay for the new calendar year.

Unused sick pay is not carried over to subsequent years. No payment is made for unused sick pay if an employee resigns or is terminated for any reason.

You must notify your supervisor or department head as early as possible of your inability to report to work. Notification means speaking to your supervisor or department head. Messages left on voice mail, with a co-worker, or via e-mail will not be considered notification. In instances of debilitating injury or illness resulting in your inability to provide notification, a family member or other designated person may contact your supervisor or department head on your behalf. Improper notice may result in denial of benefits. Frequent absence without prior notice and permission may result in corrective action.

If you are scheduled to work on an observed holiday and are unable to work due to illness or injury, you will be paid sick pay in lieu of holiday pay. No alternative holiday will be scheduled.

For your own well-being and the protection of your co-workers, the company reserves the right to request that you bring a doctor's release when you return to work from an absence. During extended absences, we may ask for periodic doctor's statements.

If you have been on sick leave or disabled (including pregnancy), you must contact us immediately after your doctor releases you to return to work and provide a copy of your doctor's written release.

Employees who take sick leave when they are not sick or who abuse the benefit in any way will be subject to corrective action or dismissal. Determination of such abuse will be made by the supervisor subject to review by the top level manager.

To earn this benefit, you must:

1. Have been employed full-time by the company for at least ninety (90) calendar days.
2. Report the nature of your illness to your supervisor or department head, by phone or in person, before the time you are expected to be at work.
3. Unless other arrangements have been made, keep your supervisor informed daily as to when you will return to work.
4. Provide a doctor's certificate when requested.

Employees with extended serious illness or injury may apply for the Short Term Disability benefit. "Extended" means you are unable to work for a period of at least seven (7) consecutive work days due to your own disabling illness or injury. Contact your Administrative Assistant for details.

#### **ARTICLE XIV - ABSENCES**

**Section 1. Funeral Leave.** If you are a full-time employee and there is a death in your immediate family, you will be excused for up to three days without a loss of pay. Immediate family means your spouse, partner in a civil union, child, step-child, son or daughter-in-law, father or stepfather, mother or step-mother, brother or step-brother, sister or step-sister, mother-in-law, father-in-law, grandchild or step-grandchild or any permanent member of your household. The three days must run concurrently and include the day of the funeral.

You may take one day's leave without loss of pay for the day of the funeral for your grandparent, your spouse's or partner's grandparent, brother-in-law, or sister-in-law.

Employees are allowed up to three hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the Company as determined by your supervisor. To be eligible for pay under this provision, you must attend the funeral of the deceased regular employee or retiree. Your request for leave must be approved in advance by your supervisor.

You are expected to return to work after the leave unless you make arrangements with your supervisor to extend this leave on an unpaid basis or to use other accumulated paid leave.

You are not eligible to receive bereavement pay during a leave of absence for any reason.

The Director of Human Resources has authority to change, modify or approve exceptions to this policy at any time with or without notice.

**Section 2. Jury Duty.** The Company encourages you to accept and discharge your full responsibilities as a citizen. If you are absent from work because of jury duty, you will receive regular pay less any compensation from the court for up to a maximum of ten (10) days during any calendar year. The ten days need not be consecutive. Jury duty extending beyond ten (10) days may be unpaid.

In order to be paid for jury duty time, you must provide proof of jury duty notification and any payments received for your jury duty service. If you are dismissed from jury duty before the end of your work shift, you are expected to report for work for the remainder of your workday.

**Section 3. Military Leave.** Employees called to active military service will receive an automatic leave of absence upon presentation of orders. If an employee returns to work within ninety (90) days of discharge or separation, employee will retain all previously earned benefits.

**Section 4. Family and Medical Leave.** Family and Medical Leave ("FMLA") will be granted and administered in accordance with Company policy as it may be amended from time to time unilaterally by the Company.

## **ARTICLE XV - PENSION**

The employer will make available to the bargaining unit employees, such pension or pensions as are made available to non-bargaining unit, non-managerial employees. It is understood by the parties hereto that said pension or pensions may increase or decrease during the term of this agreement, and that the only obligation of the Company is to insure that the same benefits are made available to the above-designated groups.

## **ARTICLE XVI — EMPLOYEE HANDBOOK**

a. Each employee shall be familiar with and comply with the Company's Employee Handbook and other Company policies on employee conduct. Employees may be required to participate in annual training regarding these policies. Violation of these policies shall result in discipline up to and including immediate termination.

b. The administration of the Employee Handbook remains within the Company's discretion.

c. The Employee Handbook may be amended from time to time by the Company in its sole discretion.

## **ARTICLE XVII OUTSIDE EMPLOYMENT**

While employed by the Company, an Employee may not engage in employment or provide services, whether or not for compensation, to any other entity engaged in the television or cable broadcasting industry without the express written permission of the Company. Permission shall not be granted where (1) such employment may involve the employee in situations where it is likely that he or she will have to use or disclose confidential or competitive information belonging to or about the Company; or (2) such employment may restrict or limit the

employee's availability to the Company, including availability for overtime or emergencies. Employees may not engage in employment other than for the Company where it may restrict or limit the employee's availability to the Company, including availability for overtime or emergencies.

**ARTICLE XVIII — ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties relating to hours, wages and terms and conditions of employment, and contains the minimum benefits and terms and conditions of employment that the parties intend to preserve for the term of this Agreement.

**ARTICLE XIX - DURATION OF AGREEMENT AND TERMINATION**

**Section 1.** This agreement shall continue in effect until midnight of the 30th day of June, 2022, and from year-to year thereafter unless either of the parties hereto shall on or before sixty (60) days prior to said date, or any subsequent anniversary thereof, give written notice by certified mail, return receipt requested, to the other party hereto of its desire to terminate, modify or amend this agreement, in which event this agreement shall terminate on said day and month first above written next following the giving of such notice.

Such notice to the Union shall be addressed to it at 5401 Keystone Drive, Fort Wayne, Indiana 46825.

Such notice mailed to the Company shall be addressed to WPTA-TV, at 3401 Butler Road, Fort Wayne, Indiana 46808.

IN WITNESS WHEREOF, this Agreement is executed on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the duly authorized representatives of the respective parties.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO,  
LOCAL UNION NO. 723

WPTA-TV, INC.

\_\_\_\_\_  
Merry Ewing, Vice President and General  
Manager

By: \_\_\_\_\_  
Corey Lehman  
Business Manager

By: \_\_\_\_\_  
Jeremiah Schneider  
Bargaining Committee

By: \_\_\_\_\_  
David Smith, Jr.  
Bargaining Committee

## APPENDIX I

### SEPARATION PAYMENT PLAN

Notice Pay (Article VI, Section 3) and Severance Pay and COBRA Reimbursement are subject to a full release of claims signed by the employee in a form satisfactory to the Company. If the employee fails to sign the release, or revokes it, s/he shall not be eligible for Notice Pay or Severance Pay and COBRA Reimbursement. An Employee who is subject to layoff as a result of a decision by the Employer to subcontract a portion of its business may elect to go on layoff and remain on the Employer's employment rolls or elect to terminate service and receive the following:

Completed Years of Service	Severance Pay	COBRA Reimbursement
0-1	1 week	1 month
1	1 weeks	1 month
2	2 weeks	1 month
3	3 weeks	1 month
4	4 weeks	1 month
5	5 weeks	1 month
6	6 weeks	1 month
7	7 weeks	2 months
8	8 weeks	2 months
9	9 weeks	2 months
10	10 weeks	2 months
11	12 weeks	3 months
12	14 weeks	3 months
13	16 weeks	4 months
14	18 weeks	4 months
15	20 weeks	5 months
16	22 weeks	5 months
17	24 weeks	6 months
18	26 weeks	6 months
19	28 weeks	6 months
20	30 weeks	7 months

The Employer will reimburse an employee who elects to participate in this plan for COBRA premiums for the period indicated above, payable to the employee upon proof of payment to the COBRA administrator.

Separation pay benefits for employees who elect to terminate service shall be paid in a lump sum during the first full pay period after such employee has terminated service or, at the employer's election, on the regular payroll cycle of the employee.

**EXHIBIT "A"**

**MINIMUM HOURLY WAGE SCALE ENGINEERING DEPARTMENT \*  
REVISED SEPTEMBER 3, 2019**

**Technicians**

	<b>9/3/19</b>
New Hire Rate	15.85
Top of Scale (≥36 mos.)	21.27

**Operators**

	<b>9/3/19</b>
New Hire Rate	14.98
Top of Scale (≥36 mos.)	20.07

Full-time employees in the Engineering Unit required to work Second shift (4:00 PM to Midnight) or Third shift (Midnight to 8:00 AM) shall be paid a shift differential as follows:

Second Shift	Fifty cents (\$0.50) per hour
Third Shift	Twenty-five cents (\$0.25) per hour

Employees below Top of Scale will be eligible to receive wage increases as follows:

- Full-time and Part-time employees who are below Top of Scale on September 3, 2019 will receive a 1.0% wage increase effective July 1, 2019. Employees who are below Top of Scale on December 31, 2019 will receive a 1.0% wage increase effective January 1, 2020. Employees who are below Top of Scale on June 30, 2020 will receive a 1.5% wage increase effective July 1, 2020. Employees who are below Top of Scale on June 30, 2021 will receive a 2.0% wage increase on July 1, 2021.

Employees at or above Top of Scale will be eligible to receive bonuses as follows:

- (1) Full-time employees employed and at or above Top of Scale on September 3, 2019 who have not already received a 2019 increase on or after July 1, 2019 will receive a bonus effective September 3, 2019 of 1.0% of their hourly wage rate as of September 3, 2019 times 1040 hours. Employees employed and at or above Top of Scale on December 31, 2019 who have not already received a December 2019 increase will receive a bonus of 1.0% of their hourly wage rate times 1040 hours. Employees employed and at or above Top of Scale on June 30, 2020 will receive a bonus of 1.5% of their hourly wage times 1040 hours. Employees employed and at or above Top of Scale on June 30, 2021 will receive a bonus of 2% of their hour wage times 1040 hours.
- (2) Part-time employees at or above Top of Scale are eligible to receive bonuses of 1.0% (if they have not received a 2019 increase on or after July 1, 2019, or an

increase in December 2019 with respect to the December 31, 2019 bonus), 1.5%, and/or 2.0% of their straight-time hourly wage rate based on the straight-time hours they worked during the preceding six months, on the same terms and schedule set forth in Paragraph 1 above.



**EXHIBIT "A"**

**MINIMUM HOURLY WAGE SCALE PRODUCTION DEPARTMENT  
REVISED SEPTEMBER 3, 2019**

**Director/Assistant Director / Creative Services Producer / Writer-  
Producer/Writer/Commercial Videographer/Editor/Senior Newscast Director  
9/3/19**

New Hire Rate	17.00
Top of Scale (>36 mos.)	21.45

Employees below Top of Scale will be eligible to receive wage increases as follows:

- Full-time and Part-time employees who are below Top of Scale on September 3, 2019 will receive a 1.0% wage increase effective July 1, 2019. Employees who are below Top of Scale on December 31, 2019 will receive a 1.0% wage increase effective January 1, 2020. Employees who are below Top of Scale on June 30, 2020 will receive a 1.5% wage increase effective July 1, 2020. Employees who are below Top of Scale on June 30, 2021 will receive a 2.0% wage increase on July 1, 2021.

Employees at or above Top of Scale will be eligible to receive bonuses as follows:

- (1) Full-time employees employed and at or above Top of Scale on September 3, 2019 who have not already received a 2019 increase on or after July 1, 2019 will receive a bonus effective September 3, 2019 of 1.0% of their hourly wage rate as of September 3, 2019 times 1040 hours. Employees employed and at or above Top of Scale on December 31, 2019 who have not already received a December 2019 increase will receive a bonus of 1.0% of their hourly wage rate times 1040 hours. Employees employed and at or above Top of Scale on June 30, 2020 will receive a bonus of 1.5% of their hourly wage times 1040 hours. Employees employed and at or above Top of Scale on June 30, 2021 will receive a bonus of 2% of their hour wage times 1040 hours.
- (2) Part-time employees at or above Top of Scale are eligible to receive bonuses of 1.0% (if they have not received a 2019 increase on or after July 1, 2019, or an increase in December 2019 with respect to the December 31, 2019 bonus), 1.5%, and/or 2.0% of their straight-time hourly wage rate based on the straight-time hours they worked during the preceding six months, on the same terms and schedule set forth in Paragraph 1 above.