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IDnum 52 **Language** English **Country** United States **State** NY

Union UE (United Electrical, Radio, and Machine Workers of America)

Local Local 404

| Occupations Represented |
|---|
| Broadcast and sound engineering technicians and radio operators |
| |

Bargaining Agency WBAI Radio, PACIFICA FOUNDATION

Agency industrial classification (NAICS):

51 (Information)

BeginYear 1996 **EndYear** 1997

Source <http://www.glib.com/contract.html>

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Notes 1) UE no longer represents WBAI, see <http://www.glib.com/union.html> for more, and 2) the part of the Contract that talks about Unpaid Staff was struck down by the NLRB in 1999, see http://www.glib.com/nlrb_08-26-99_1.html for the ruling.

Contact R. Paul Martin, rpm@glib.com

Full text contract begins on following page.

The Current WBAI Contract

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WBAI, PACIFICA FOUNDATION, AND

UNITED ELECTRICAL, RADIO, & MACHINE WORKERS OF AMERICA (UE)

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WBAI, PACIFICA FOUNDATION, &
UNITED ELECTRICAL, RADIO, AND MACHINE WORKERS OF AMERICA

Agreement entered into as of July 20, 1995 between Pacifica Foundation, its successors and assigns, hereinafter called Employer or Manager or Management and said Foundation owning and operating radio station WBAI-FM in New York City, New York, hereinafter called Station, and the United Electrical, Radio, and Machine Workers of America, and its affiliate, UE Local 404, hereinafter called the Local or UE or Union.

SECTION I RECOGNITION

A. The Employer recognizes the UE as the sole exclusive bargaining agent for all paid and unpaid, full time or part time programming, technical, bookkeeping, and clerical workers, excluding the Manager, Assistant Manager, and Program Director for the purposes of collectively bargaining in respect to wages, hours of employment, and all other conditions of employment.

B. The Chief Engineer is recognized as a member of the bargaining unit but under any circumstances will be responsible for transmitter operation in order to maintain sub-carrier service.

C. Management reserves the right to create additional Management positions, such as business manager and development director, which are exempt from the bargaining unit provided that they have supervisory roles. The new positions shall not replace existing jobs.

D. Management will not perform work normally performed by bargaining unit members except in an emergency.

E. The Union recognizes the right of Management to create Management positions.

F. The Union recognizes the right of Management to promote employees in accordance with the provisions of the agreement.

SECTION II SALE OF STATION

The Employer further agrees that in the event of the sale of the Station, the new owner(s) shall recognize the UE as the sole bargaining agent for the staff and shall accept this collective bargaining agreement in full. Pacifica Foundation agrees to notify the Union six months in advance of an impending sale, frequency change, power change as defined by F.C.C. regulations, or relocation of the station premises, and, in the event of a complete shutdown of the Station, shall meet with the Union to discuss the reasons for and alternatives to a Station shutdown, and any other effects not specifically covered by this agreement.

SECTION III MANAGEMENT RIGHTS

The Union recognizes that subject to the express provisions of this Agreement and of applicable State and Federal law and the Rules and Regulations of the Federal Communications Commission, the supervision, Management, and control of WBAI, its operations, and business are the exclusive functions and rights of the Pacifica Foundation.

SECTION IV MANAGEMENT RESPONSIBILITIES

A. The Manager shall hold meetings open to all Paid and Unpaid Staff at least three times a year, attendance at any one of which shall be compulsory for Paid and Unpaid Staff, but either Union or Management may call one additional meeting.

B. The Program Director shall also hold meetings, separate

from the General Manager s meeting, with all Paid and Unpaid programming Staff at least two times a year, attendance at any one of which shall be compulsory, but either Union or Management may call one additional meeting. Management will ensure that directors and coordinators (as defined by Pacifica Personnel Policy) shall convene a meeting of all members of their area at least three times a year, but either Union or Management may call one additional meeting.

C. The Manager shall report on audience building, affirmative action, state of the station, fundraising, and other such matters she/he deems pertinent. The Manager shall establish and post an agenda for meetings in consultation with the Union. Management must give 14 days written notice of these meetings.

SECTION V UNION BULLETIN BOARD

Management shall provide the Union with a bulletin board in the Station for Union use.

SECTION VI UNION MEMBERSHIP

It shall be a condition of employment that all Paid Staff of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of the Agreement shall remain in good standing. Those Paid Staff who are not members at the execution date of this Agreement shall, on or before the 31st day following the execution date of the Agreement, become and remain members in good standing of the Union. It is understood that, for the purpose of this Union membership provision, a member in good standing is obligated only to tender the periodic dues uniformly required as a condition of acquiring or retaining membership.

SECTION VII CHECK-OFF & DUES DEDUCTION AUTHORIZATIONS

For the duration of the Agreement, the Employer shall deduct from the first paycheck of each month dues and promptly remit same to UE Local for those employees in the bargaining unit whose written and signed authorizations (on the following form) are received by the Employer. Dues deduction authorization form:

Name: _____ Effective Date: _____

To (Company and Location): _____

Social Security #: _____

Please deduct from my pay each month my monthly dues as a member of Local 404 of the United Electrical, Radio, and Machine Workers of America (UE) in the amount certified to you heretofore and/or from time to time hereafter, by the United Electrical, Radio, and Machine Workers of America as being the regular monthly membership dues of such Local; and remit the amount so certified and deducted to such Local in accordance with this authorization and assignment. In addition, please deduct my initiation fee of \$15.00 as part of the first month's deduction of membership dues and remit same to the said Local.

SECTION VIII DEFINITIONS OF STAFF

A. FULL TIME STAFF include persons paid to work not less than 35 hours per week for Employer.

B. PART TIME STAFF include persons paid to work from 10 to 35 hours per week for Employer.

C. HALF TIME STAFF include persons paid to work at least 17.5 hours per week, but less than 35 hours per week.

D. A TEMPORARY EMPLOYEE is a person paid to work for a short period of time, not to exceed three months. Work study positions shall not be considered temporary employee positions and shall not be used to replace temporary employees.

E. INTERIM STAFF include persons who fill paid positions vacant due to leaves of absence, vacations, maternity or paternity leave, resignations, suspensions, discharge, etc., and shall last from three months to one year. Work study positions shall not be considered interim employee positions and shall not be used to replace interim employees.

F. UNPAID STAFF shall consist of those persons who shall have filled an Unpaid or Paid WBAI Staff position for not less than four months, and who shall work for WBAI at least ten hours per month or twenty hours over a two month period, including preparation and producing of programs and other station operations. Persons who work as marathon telephone volunteers do not qualify as Unpaid Staff. Following discussions with the Program Director and the person he or she designates, producers will participate in on-air fundraising to balance out programming and fundraising requirements. No Staff shall be considered Paid and Unpaid Staff simultaneously.

G. CONTRACT PERSONS/CONSULTANTS include persons who work for under six months at a specific temporary job, which shall always be posted for a minimum of three weeks, except in emergency to be agreed upon by Manager and Shop Stewards and Union President. Contract workers are not to be used to replace eliminated Staff positions, not to be used to impinge on Staff functions, and not to be used to alleviate chronically understaffed jobs. If Employer wants contract worker to continue past six months, she/he shall consult with Union to determine whether a permanent hire should take place.

SECTION IX GRIEVANCE PROCEDURE

When a disagreement arises between Management and Staff over disciplinary actions, wages, hours, and working conditions, a grievance may be filed.

STEP 1. The station steward(s) and the WBAI employer representative shall discuss the grievance orally. The aggrieved worker(s) shall be present unless circumstances prevent his/her/their participation. If the matter is not satisfactorily settled within ten days, or within an

extended period of time mutually agreed upon in writing, it shall be referred to STEP 2.

STEP 2. The grievance shall be submitted in writing by a designated Union Committee or a Union-designated representative to the Employer. Within ten days, the Employer shall submit a written answer to the grievance. The Union-designated representatives and the employer representative shall meet within ten days of the time said answer is submitted by the Employer. Special meetings at STEP 2 on a matter deemed to be of great importance or urgency by the Union officers and/or steward(s) shall be held within one day after a request by the Union.

STEP 3. All grievances not settled by STEP 2 shall be submitted to a Grievance Review Committee, consisting of one representative chosen by Management, one member chosen by the Union, and a third party agreed upon by the Union and Management. The Grievance Review Committee will usually consist of three people, but if either side requests an expansion, both Management and the Union may select two representatives each to serve on the Committee with the mutually agreed upon fifth party. This committee will render a decision binding on both parties within two weeks of its first meeting. The Grievance Review Committee shall not have the power to amend, abrogate, modify, or delete any of the terms of this Collective Bargaining Agreement. Retroactivity, if any, shall be decided by the Committee.

SECTION X NONDISCRIMINATION

Neither Employer nor the Union shall engage in or tolerate discrimination based on race, religion, creed, age, disability, sex, sexual orientation, national origin, Union activities, or political beliefs. Employer and Union will make every effort to bring the ethnic and sexual composition of the Paid and Unpaid Staff as closely as possible in line with the ethnic and sexual composition of the signal area of WBAI. Special care shall be taken to train and promote those who, by reason of race, sex, or sexual orientation have experienced discrimination in the past.

SECTION XI NO STRIKE BREAKING

No worker will be required to pass a legitimate picket line as defined by UE Local 404 or be assigned, transferred, or required to go to any radio station, transmitter, or studio at which a strike is in progress, or to originate, duplicate, or transmit by any means, a program or programs especially for such a station. No worker will be required to broadcast or process in any way any program or program material produced at any facility while a strike is in progress at that facility. The provisions of this Section will be enforceable only to the extent that they are compatible with existing law. STRIKE SANCTION: Employer will be given 24 hours notice in writing of an impending strike. Employer will be immediately notified of application for strike sanction in writing.

SECTION XII HIRING

A. Definition of Terms (see SECTION VIII--DEFINITIONS OF STAFF)

B. Within ten (10) days of an employee giving notice or Management giving notice of discharge, if Management decides that the job will be filled, the job must be posted. The posting shall be up for four weeks for permanent positions, and two weeks for interim and temporary, unless the Union and Management agree to a waiver. The hiring process may be extended by Employer if no suitable applicant is found. The Union shall have a bulletin board in the station where such notice shall be posted. All job postings will be dated, and copies for all Shop Stewards and Union Officers will be placed in a designated Union mailbox, and the mailbox of each Shop Steward and Union Officer located at the station. For the purpose of advising the Employer of the qualifications and suitability of prospective permanent and interim employees, Employer shall convene a committee called the Applicant Review Committee. This committee shall consist of the Manager or her/his designated representative, the director or coordinator of area in which the applicant's position exists, Paid Staff member of the area if applicable, an Unpaid Staff person from the same area, and a non-voting Affirmative Action Officer. Selection for each of the representative positions on the Applicant Review Committee shall be made by those whose position is to be represented within fourteen days of Manager's request, unless both parties agree to an extension. If no selection is made within the appointed time, Management may appoint the members of the Applicant Review Committee. The final decision on hiring is the responsibility of the General Manager.

C. The Applicant Review Committee shall schedule and conduct interviews (either in person or telephonically) with job applicants and no permanent employee shall be hired until an interview by the Applicant Review Committee has been completed, and a recommendation submitted in writing to the Manager, which shall be completed within three days after the interview. If for some reason, the Director or coordinator of area in which the applicant's position exists, Paid Staff person, or the Unpaid Staff person cannot participate in the Committee, these individuals can be drawn from the nearest relevant department.

D. The Affirmative Action Officer shall be jointly appointed by both Management and Union, report to both, and shall serve at the pleasure of both for a one-year term. The Affirmative Action Officer will insure that affirmative action guidelines are followed in all hires. In the case of interim jobs of a foreseeable and recurring nature, an Applicant Review Committee shall be constituted and meet at least once to consider applicants and make a recommendation to Employer. The Employer shall post written notice of each hire, and will notify all unsuccessful candidates as soon as possible after the position has been filled.

E. Transfers: Management shall make no lateral transfers of Paid Staff from one department or position to another without the

consent of the person being transferred, following consultation with the Chief Steward and subject to the grievance procedure.

F. It is the continuing policy of Management that the provisions of this agreement shall be applied to all qualified employees and that such persons shall be given equal employment opportunity, in accordance with existing State and Federal laws, without regard to race, color, religious creed, national origin, sex, sexual preference, age, veteran status, or mental or physical handicap as defined by law.

Without limitation of the foregoing, it is the ongoing policy of Management to take positive action to assure compliance with all applicable State, Federal or Municipal laws in the area of equal employment opportunity and to support and apply Pacifica Foundation s and WBAI s programs of affirmative action for the employment and advancement of qualified females, minorities, disabled persons, disabled veterans and veterans of the Vietnam era.

SECTION XIII PROBATION

All new Paid Staff shall be on probation for the first three months of employment, during which time, if a worker's performance is deemed unsatisfactory, he or she may be dismissed without further cause. After the probationary period, Paid Staff shall become Union members and shall be considered permanent. Upon implementation of this Contract, all Paid Staff already employed for three months shall be considered permanent.

SECTION XIV WORK WEEK

The work week of a full time employee will be 35 hours in a seven day period: Part time employees shall work from 10 - 34 hours per week in a seven day period as agreed upon between employer and employee. Each employee is entitled to two consecutive days off within each seven day period.

Operations Assistants shall be considered full time employees if they work 70 hours in a fourteen day period.

SECTION XV PAY RATE COMPUTATION

A. Hourly wages for all employees shall be computed at their full time monthly rate of pay divided by 152 (one hundred fifty-two) when it is necessary to make an hourly computation of wage rates. No changes in pay schedule shall be made without consulting the Union.

B. Late paychecks: There will be a \$15 penalty for each employee for any paycheck tendered five working days late. The penalty accrues for every five days late thereafter.

C. Seniority increments: There shall be seniority increments of \$20/month for full time employees for each year of seniority, pro-rated for part time employees.

D. All Paid Union employees shall receive a three percent

increase in wages retroactive to April 1, 1995, and an additional three percent increase in wages effective October 1, 1995.

E. Full time wages will be a minimum of \$15,000 per year, effective May 15, 1987, with part time wages proportionally appropriated. Half time salaries will be a minimum of \$8,500 per year.

F. The local officers and Union stewards shall participate in the station's annual budget process. Stringer fees, claims for back wages, and contract work payments shall be included in this discussion.

G. Employees have the right to request reevaluations of their positions and pay based on the principle of "equal pay for equal work," where substantial changes in work performed merit such evaluation.

H. Employees may, at their option, receive their pay by direct deposit to their bank account, effective October 1, 1995.

I. Effective October 1, 1992, substitute employees shall be paid twelve dollars (\$12.00) per hour.

Effective October 1, 1993, substitute employees shall be given a 5% increase to \$12.60 per hour.

SECTION XVI LAYOFFS

A. The Employer will notify the Union and affected employees in writing of economic layoffs at least thirty days before layoffs take place, and the Employer agrees to actively explore with the Union all economic alternatives to the proposed layoffs. If after full exploration of the alternatives the Employer determines to exercise economic layoffs, the Employer will first observe Steward and Officer seniority preferences and will then use affirmative action and seniority criteria in determining Staff layoffs.

B. STEWARD & OFFICER SENIORITY: On request of the local, no more than two (2) elected Shop Stewards will be given preference at the time when layoffs take place. One elected Local Officer, upon request of the Local, will be given seniority preference at the time when layoffs take place in the Station in which he/she is employed. No more than three Stewards and Officers shall be subject to this provision.

C. If Employer determines economic layoffs in the bargaining unit are unavoidable and proposes to the Union that pay reductions be implemented to deal with the financial problems, and if employees agree to such a proposal, the Employer agrees to reduce station Management salaries by the same percentage as Union Staff salaries. Management salaries shall not increase until the conditions of economic layoff are no longer in effect.

D. If the Union determines to grieve any such layoffs, it shall do so by filing a written grievance within three days after the effective date of the layoffs. Any such grievance shall be initiated at Step 2 of the grievance procedure. Employer will give

individuals thirty days notice of layoffs or in lieu of such notice, thirty days pay.

E. Laid-off Paid Staff are entitled to continue health benefits at no cost to the Staff person for 3 (three) months, or until other comparable part time or full time employment is found, whichever occurs first. Health benefits may continue for up to 18 (eighteen) months from termination at the expense of the laid-off Paid Staff person.

SECTION XVII RECALL

A. Before hiring new employees covered by this Collective Bargaining Agreement, the Employer shall recall all employees on layoff within the previous one year from the work area in which the vacancy exists in order of their seniority. Employer will make every effort to recall employees into their former jobs.

B. The laid-off employees shall be responsible for keeping the Union and/or Employer informed in writing of his/her current address. If within ten days of receipt of a mailgram to return to work, such laid-off employees have not informed the station Management in writing of her/his intent to accept the recall, Management shall deem the person to be no longer available. After informing the Station Manager of his/her intention to return to work, the employee shall do so within 16 days of receipt of recall notice. Failing to observe the above time limitations, such employee shall forfeit all rights to any job with the Employer.

SECTION XVIII DISCHARGE

A. Upon conclusion of the probationary period, not to exceed three months, Paid and Unpaid Staff may be discharged only for just cause. The employee shall be notified of termination in writing and a copy shall be sent to the Union. Employer shall state in the discharge message to the employee and the Union the reason for such discharge.

B. Notice of discharge: Written notice of discharge shall be given to the employee involved not less than two weeks prior to the termination of employment, consistent with the conditions of progressive discipline, as explained in D.

C. Severance Pay: In the event Employer fails to give employee two weeks advance notice, Employer must pay one (1) week's salary for each year of continuous service, up to a maximum of four (4) weeks at the beginning of the first year of the contract, five (5) weeks at the beginning of the second year, and up to a maximum of six (6) weeks at the beginning of the third year of the contract, upon termination of employment.

D. The principle of progressive discipline shall govern all relationships between Employer and its workers. This means that no adverse action shall be taken against a worker unless preceded by adequate warning and/or criticism of work or conduct. Additionally, no more severe measures shall be implemented against an employee until less severe methods have been tried and failed.

The above principle of progressive discipline does not mean that Employer may not issue a severe discipline prior to first having issued a mild one. If the issuance of a mild discipline prior to first having issued a more severe one would seriously impair the stable functioning of Employer, then Employer shall be free to issue such discipline, including immediate discharge without severance pay, subject to arbitration process described under Grievance Procedure, as it considers appropriate, without being deemed to have violated the principle of progressive discipline. The disciplinary measures available in order of severity are: 1) Written warning; 2) Probation; 3) Suspension without pay; 4) Discharge. Written warning shall include the specific criticisms and the nature of the measures which are required to show improvement. When a worker is placed on probation she/he shall receive written notification not only of the specific criticisms giving rise to the probation, but also of a clear definition of the conditions of probation and the measures necessary to restore the worker to full rights. Suspension must be accompanied by a clear written statement of Employer's expectations of the worker upon his/her return to work. No issuance of probation, suspension, or discharge shall be made without there first being at least one informal meeting between the worker, a representative of the Union (if so requested by the worker), and a representative of Employer. With respect to discharges, if the worker grieves the discharge, the grievance shall commence at step 2 of the grievance machinery. The provisions of this article do not apply to temporary employees and volunteers.

Disciplinary measures taken five or more years previously shall not be used against a worker, nor be counted as an element of progressive discipline.

SECTION XIX SENIORITY

Seniority shall be measured by the total length of employment by Employer. When an employee has had a prior paid position at any radio station, bureau, or service operated by Employer that was terminated other than by discharge for just cause within the past five years, such employment shall be credited to total seniority of an employee at WBAI-FM. In the event a former employee returns to WBAI-FM within the limitations set forth immediately above, the employee's seniority upon return shall be fixed at that level of seniority that the employee held on the effective date of her/his prior departure from the Employer station, bureau, or service involved. Prior temporary employment or employment paid for by WBAI-FM, administered or procured grants, or government funds will be credited toward such employee's seniority if it was for three or more consecutive months.

SECTION XX VACATIONS

Full-time WBAI employees, including interim employees, shall be entitled to a paid vacation according to the following schedule. Part-time employees', including interim employees, vacation entitlement will be calculated proportionally based upon hours worked per month.

A. First year of employment: Vacation with pay (at regular

pay rate) shall accrue at the rate of one day per month after the first two months. No vacation can be taken prior to six months' continuous employment. After an employee has worked for six months, she/he is eligible to borrow the remaining vacation time for that year.

B. Second year of employment: Paid vacation shall accrue at the regular rate of 1 1/4 days per month up to a maximum of 15 work days per year. Prior to 18 months' continuous employment, employee can take two weeks vacation.

C. Third year of employment: Paid vacation shall accrue at the rate of 1 2/3 days per month up to a maximum rate of 20 work days per year, or two pay periods.

D. Fourth year of employment: Paid vacation shall accrue at the rate of 2 1/12 days per month up to a maximum rate of 25 work days per year, or five weeks.

E. Carryover: Vacation credits shall be carried over from one year to the next. Employees shall be allowed to carry over all their vacation time from the preceding year for up to 18 (eighteen) months from the end of the calendar year in which the time was accrued.

F. Vacation shall begin on the day immediately following an employee's regular day off. A holiday falling within a vacation shall entitle the employee to an extra day of vacation, consecutive within that vacation.

G. If an employee has been discharged or resigned, up to 12 (twelve) months of accumulated vacation shall be paid. If employee has resigned without notice, accumulated vacation time shall be withheld.

H. If an employee has been discharged or resigned and has borrowed vacation time for the rest of that year, that borrowed vacation time shall be withheld from the final paycheck.

SECTION XXI HOLIDAYS

Holidays are New Year's Day, Dr. Martin Luther King Jr. s Birthday, Presidents' Day, International Women's Day, May Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and two days of the employee's choice. If an employee is required to work on a holiday, she/he will have the option of taking another day off or adding a day to her/his accumulated vacation as compensation. If the employee has been discharged, laid-off, or resigned, compensation for accumulated holiday time not taken will be paid. If any of the above listed holidays falls on a weekend, the employee shall receive either the following or preceding weekday off per the Holiday Schedule posted by Manager at the start of the calendar year. Substitute workers must be paid. A substitute worker is someone who fills in for anyone on payroll.

SECTION XXII COVERAGE OF DUTIES

When an employee is to be absent due to a scheduled vacation for two months or less, a temporary hire shall fill in for the lost work time at the request of a Paid or Unpaid Staff member in the affected department. First consideration will be given to the qualified current station workers. When an employee is to be absent due to an unpaid, Management-approved leave, he/she shall be given a full-time replacement. No temporary hire will last more than two months without an Applicant Review Committee being formed for an interim or permanent replacement hire subject to the hiring procedure. Persons holding that temporary position may be discharged without cause.

SECTION XXIII LEAVES OF ABSENCE

A. Leave of absence: A regular employee who has completed two years of service may take a leave of absence without pay and without loss of seniority or benefits, upon approval of Management. Given adequate prior notice, Employer shall not unreasonably withhold permission for an educational leave that would improve job performance and contribute to station functioning.

B. Parenthood leave. Employer shall, upon written application, grant any regular employee a special leave of absence of up to twelve months for maternity/paternity reasons, with full reinstatement privileges and without loss of seniority. The interim hire may last up to twelve months for maternity/paternity leaves. If both parents are employees, then only one may take a leave of absence, or both may negotiate a shared leave. Female employees shall be entitled to six weeks of paid maternity leave; male employees shall be entitled to five weeks of paid paternity leave; single parents shall be entitled to twelve weeks maternity/paternity leave.

SECTION XXIV MEDICAL PLAN

The Employer agrees to continue at its sole expense its present insurance plan or its equivalent for all eligible paid employees. Management shall pay full family coverage for all eligible paid employees. The Union and Management agree that WBAI has an informal domestic partners policy, and that the joint Union-Management Health Benefits Committee shall seek overall health insurance coverage with that policy. The insurance benefits for all eligible paid employees shall be as per the attached schedule.

SECTION XXV HEALTH LEAVE

Paid Staff are entitled to twelve paid days off per year for personal health leave. Employees with two or more years of seniority may request up to 14 additional paid health leave days per year in case of serious illness or injury. If an employee takes five (5) or more of these additional days in a row the employee must provide a note from a doctor. Management may not unreasonably withhold the additional health leave.

SECTION XXVI DENTAL PLAN

The Employer agrees to continue at its sole expense the current or equivalent Guardian New York Dental PPO Plan, as per following schedule:

IN-NETWORK

OUT-OF-NETWORK

Calendar year deductible

\$50*

\$50

Annual maximum

\$1,000

\$1,000

Preventive and diagnostic services

100%

100%

Basic Services

100%

80%

Major Services

60%

50%

All major out-of network benefits are based on usual, customary and reasonable rates for a given area.

Complete free choice of dentist at point of service.

Out-of-network claims paid up to the 90th percentile.

*Deductible waived in-network on preventive and diagnostic services.

Should the Pacifica National Board mandate more comprehensive coverage, the parties to this agreement agree to reopen this section.

SECTION XXVII HEALTH & SAFETY

A. Employer and Union recognize the right of the employees to secure, safe, healthy, and non-toxic working conditions. The Staff shall become familiarized with the different types of potential job hazards and the correct methods used to control them.

B. A Health & Safety Committee will be established consisting of representatives from Staff and employer. Its function shall be to provide health and safety education for incoming employees, to monitor health and safety conditions in the station, and to review complaints regarding any unsafe or hazardous working conditions at the station.

C. Any worker has the right to walk off a job that poses an imminent hazard to her/his safety and/or health, without loss of pay.

D. Smoking will be permitted only in areas designated by the Health & Safety Committee and in accordance with federal, state, and local regulations.

E. Any dispute regarding health and safety that cannot be settled by the Health & Safety Committee shall be subject to the Grievance Procedure.

F. It is expressly understood by both Management and the Union that under no circumstances are these health and safety provisions to be construed to grant Management authority to unilaterally implement any type of program of drug and alcohol testing without the prior consent of the Union.

G. Management and the Union agree to comply with the provisions of the Americans with Disabilities Act of 1990.

Management shall take reasonable steps to provide reasonable accommodations to disabled workers and applicants as required by the Americans with Disabilities Act. Should such accommodation have an adverse effect on bargaining unit members, Management shall negotiate with the Union prior to its implementation. Nothing in this agreement shall supersede an employee's statutory legal rights and/or remedies.

SECTION XXVIII DISABILITY

A. Disability: Staff eligible for disability compensation under the New York State Unemployment Insurance Code shall make application for such benefits when they become physically unable to work.

B. Disability Insurance: The joint Union-Management Committee shall explore the possibility of providing "Disability Income Insurance" or equivalent disability insurance for all eligible Staff.

SECTION XXIX TRANSPORTATION & REIMBURSEMENT FOR EXPENSES

A. All persons required to travel in connection with WBAI or Pacifica Foundation business shall be reimbursed, provided such travel or transportation is authorized by the Employer [such as for moving of equipment]. Allowance for use of private car shall be \$.30 per mile; taxi fares shall be reimbursed in full.

B. Workers shall not be required to use their own automobiles unless it is a condition of hire or they consent thereto. Consent for use of automobiles for station functions regarding current workers shall be made under separate agreement between the Union, Employer, and affected employees.

C. For all authorized expenditures made in connection with their work assignments, employees and others entitled to reimbursement for expenditures shall be reimbursed within thirty days following procedures prescribed by Employer.

SECTION XXX CHILDCARE ALLOWANCE

A. Employer shall reimburse WBAI workers, including temporary employees, for childcare expenses for children through age 12 years, up to a maximum of \$125.00/child/month for full time workers. Part time workers will be reimbursed at the rate of \$.73 per child for each hour worked, up to \$125.00 a month maximum. Employee will submit proof of expenditure for expenses incurred for childcare services for WBAI workers.

B. Employer shall reimburse Unpaid Staff for care of children under 12 years of age or those who require special attention while Staff perform regularly assigned station duties approved by their department head, at \$.73 per child per hour worked, up to a maximum of \$125.00 per month. Part time Staff will be reimbursed at the rate of \$.73/child for each hour worked. Employee will submit proof of expenditure for expenses incurred for childcare.

SECTION XXXI NEW TECHNOLOGY

In the event of the consideration of the introduction of any new technologies, Management shall notify the Union, via certified mail, in writing six (6) months in advance. Once notification is given, the Union and Management shall meet to discuss the possible impact on workers and their jobs at the station. Copies of this notice shall be given to all Shop Stewards and Union Officers.

SECTION XXXII BEREAVEMENT LEAVE

Employees shall be entitled to up to three (3) days paid bereavement leave in the event of the death of a member of the employee s immediate family. For purposes of this section, immediate family shall include: spouse or domestic partner, child or step-child, parent or step-parent, sibling, mother-in-law or father-in-law, grandparent, grandchild or other relatives residing in employee s household. If an employee has a death in the family as described above during his or her vacation, the employee will still be eligible for pay under this section. In addition, the employee will have the opportunity to reschedule vacation at a later date.

SECTION XXXIII MISCELLANEOUS

A. In the event that any Federal or state legislation, or government regulation, causes invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect.

B. EMPLOYEE CONTRIBUTION TAX SHELTERED ANNUITY PLAN

Effective October 31, 1992, Pacifica has established a Tax Sheltered Annuity (TSA), 403(b) plan for employee contributions. Employees shall be informed how to exercise their option to make contributions to the plan no later than December 31, 1992.

SECTION XXXIV AUTHORITY OF UNION REPRESENTATIVES

A. Union representatives may request relief from Employer

from her/his duties at any time to investigate and settle grievance issues and present them to Employer without loss of seniority or benefits. Relief from duties shall be granted by Employer immediately, except when doing so might cause injury to persons, damage to property, or interruption of broadcasting or production of programming, which under reasonable judgement of the Station Manager will be harmful or disruptive to the continuity of programming or broadcasting at WBAI. If the Station Manager so finds, the Union Representative shall be relieved at the earliest possible moment at which she/he can be relieved without any of the aforementioned consequences.

B. When any Union Representative is relieved from duty on her/his regularly scheduled shift to attend to grievance matters, she/he shall not lose any pay therefrom, but she/he shall complete the handling of the grievance as promptly as possible and return to work as soon as the handling of the grievance is completed.

C. Upon written notice, Employer will grant a Union member leave for the performance of Union business without loss of benefits or seniority. Given at least two weeks prior notice, Employer will give any Union member elected as a local delegate unpaid leave to attend district or national convention, or to participate in negotiations without loss of seniority or benefits.

SECTION XXXV MODIFICATION & TERM OF AGREEMENT

A. Ninety days before the expiration of this Agreement, either party may propose modifications, revisions, or additions to the provisions of this Agreement. Negotiations shall begin sixty days before the expiration of this Agreement.

B. This Agreement shall remain in full force and effect until the thirty first day of March 1996, and shall continue in full force for one year unless Notice of Modification in writing by registered mail is given by either party at least ninety days before the next expiration date of this Agreement. Nothing herein contained shall prevent the parties hereto, if they so desire, from modifying any part of this contract by consent, without the necessity of redrafting the entire Agreement.

C. Legal notification by Employer as specified herein shall be accomplished by notifying UE Local 404, 370 Grand Street, Paterson, New Jersey 07505, with copies to all Shop Stewards, Union Officers and the current UE Field Representative.

D. Legal notification by Union as specified in this contract shall be accomplished by notifying Pacifica Foundation, 3729 Cahuenga Blvd. West, No. Hollywood, California 91604 and WBAI-FM, 505 Eighth Avenue, New York, New York 10018.

E. All notices required by this agreement are to be in writing and shall be mailed first class, certified, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers and sealed with

their respective seals, the day and year first above written.

PACIFICA FOUNDATION/WBAI-FM

By:

By:

By:

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE) FOR
AND ON BEHALF OF ITSELF AND ITS
LOCAL NO. 404

By:

July 18, 1995

LETTER OF AGREEMENT

A. The Program Council will be the central forum for discussion and implementation of program policy, content, and format at WBAI. It will be the main institution for producer input into programming decisions for discussion of long-term programming goals, for on-air fundraising and audience-building, for planning, and for evaluation of the results thereof. The Program Council will review program quality and standards, and will conduct annual reviews of WBAI's goals with respect to air sound, audience-building, listener support, community access, and training.

B. Recognizing that the Program Council is a new and experimental process at the Station, it is recommended that the Program Council's processes and structure be reviewed at regular intervals, i.e. every 6 (six) months, by the General Manager and Union Officers with the assistance, if necessary, of outside consultants. The purpose of such reviews is to assure that program planning be efficient, open, fair, nonsexist, and nonracist. The following structure is submitted to WBAI as a beginning to an evolving process. The Council itself may design procedures for its internal work, such as agenda setting and/or subcommittee work.

C. The Program Council shall include the Program Director, Executive Producer of Arts, Executive Producer of Information, one News employee, Operations Director, and one representative elected by unpaid producers from information, arts, and at large.

D. The Program Council shall make programming recommendations by consensus when possible, by majority when necessary. Final decisions shall rest with the Program Director and/or General Manager.

E. It is understood that the owner of WBAI's license, Pacifica Foundation, is bound by the terms of that license and

relevant federal statute and regulations to maintain control of the air, and the licensee has delegated this responsibility to the chief officer of the station, the General Manager.

F. The Program Director, Executive Producer of the Arts, Executive producer of Information, and/or Operations Director shall review/evaluate programming using standards established by the Council and shall report such reviews/evaluations to the Council.

G. The Program Council shall meet a minimum of every two weeks.

H. All members of the Program Council are required to attend all meetings, absent a valid excuse.

I. The makeup of the Program Council shall remain in place for three months following ratification of the Union Contract.

PRODUCERS' RIGHTS

1. A producer shall be sent written warning when the Program Council, Program Director or Executive Producers is/are considering cancelling a program at least two programs in advance.

2. A producer shall have the right to appeal to the Program Council any permanent decision made with respect to his/her program.

3. Producers trying to get on the air at WBAI must submit program ideas to appropriate programming Staff in writing. The Program Council may establish standards for evaluating proposals.

4. All procedural issues of the Program Council may be grieved.

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)
July 18, 1995

If you are in accord with the foregoing, please indicate approval by signing below.

Very truly yours,

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)

Christine Costello

ACCEPTED FOR:

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA (UE)

PACIFICA FOUNDATION/WBAI

By:

July 20, 1995

United Electrical, Radio & Machine Workers
18 Church Street, 2nd Floor
Paterson, New Jersey 07505

LETTER OF UNDERSTANDING

This is to confirm that Pacifica's current policy mandates participation of Paid Staff, Unpaid Staff, and Local Board representation and the Executive Director on any screening committee for General Manager. Current practice at WBAI is to include three representatives elected by Paid Staff, three representatives elected by Unpaid Staff, and three representatives elected by the Local Board. If there is any change contemplated in either this policy or practice, the Union will be given notice of these discussions and will be given opportunity to provide input. Final authority to hire or fire a General Manager rests with the Pacifica Executive Committee.

Similarly, the current practice of the Station is to allow representatives of Paid and Unpaid Staff to participate in the screening committee of the Program Director. If any change is contemplated in this practice, the Union shall be given every opportunity to provide input into such discussions. Final authority to hire or fire a Program Director rests with the General Manager.

Executive Director

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