

AGREEMENT

By and Between

**CASCADE PUBLIC MEDIA (KCTS) and INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 46
July 1, 2023 – June 30, 2028**

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CASCADE PUBLIC MEDIA (KCTS) and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46

July 1, 2023 – June 30, 2028

PREAMBLE

This agreement is entered into by and between Cascade Public Media (CPM), hereinafter referred to as the “Employer” and International Brotherhood of Electrical Workers, Local 46, hereinafter referred to as the “Union.”

The purpose of this agreement is to set forth certain terms and conditions of employment, and to promote peaceful labor relations and effective methods for the prompt resolution of any disputes or misunderstandings. The parties agree that it has been and will be their mutual aim to promote systematic and effective employee-management cooperation; fair and reasonable working conditions; effective methods for the prompt resolution of differences, misunderstandings, and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures. The parties agree that it is in their mutual interests to adhere to the language and spirit of this agreement. It is our goal to have a work environment in which dignity and respect prevail in all employee management relations.

As technology has advanced, the description of the physical properties of electrical representation of the original visual and aural scenes has evolved (i.e., analog has become digital and digital has several permutations such as HDSDI, NDI). Both parties agree to meet and confer as needed regarding the impact of the continued evolution of such terms as they may be applicable to the work covered by the technologies and workflow processes described herein. For clarity, language is not intended to alter either the actual scope of the unit covered by this Agreement as practiced by the parties immediately prior to the Agreement, nor to limit the rights of either party regarding the future scope of the Bargaining Unit.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all employees of the Employer in Seattle, Washington, and its transmitter site at 1611 18th Ave., Seattle, Washington 98122, in the following job classifications:

Accounts Payable Specialist	Planned Giving Asst
Accounts Receivable-Specialist	Production Technician III
Broadcast Equipment Technician	Receptionist
Broadcast Systems Technician	Schedule Coordinator

Donor Relations Assistant
Facilities Technician
Media Specialist

Sponsorship Project Specialist - Broadcast
Sponsorship Project Specialist - Digital

Excluded from the bargaining unit are supervisors, managerial employees, confidential employees and guards.

If the Employer acquires or constructs, and thereafter wholly owns and operates, a new production and/or broadcasting facility in Western Washington, employees in the classifications above shall be included in this bargaining unit, and the parties shall bargain regarding the terms and conditions of unit employees in such facility.

If the Employer creates any new classifications at a location covered by this Agreement that have a community of interest with the job classifications listed above, employees in such classifications above shall be included in this bargaining unit, and the parties shall bargain regarding the terms and conditions of unit employees in such facility. This paragraph shall not apply to any classifications in existence at the time of this Agreement.

ARTICLE 2 – NON-DISCRIMINATION/AFFIRMATIVE ACTION

2.1 Non-Discrimination - Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: protected age status, sex, marital status, race, creed, color, national origin, veteran's status, sexual orientation, or the presence of any sensory, mental or physical handicap not pertinent to job performance, or any other protected status under local, state or federal law, except when based upon a bona fide occupational qualification, nor on account of membership or non-membership in the Union.

2.2 Harassment – Neither the Union nor the Employer will tolerate harassment based on any of the criteria listed in Section 2.1 above. Employees shall be covered by the Employer's Anti-Harassment and Discrimination Policy.

ARTICLE 3 - UNION MEMBERSHIP AND DUES DEDUCTION

3.1 Union Membership - All Employees covered by this Agreement shall be required to become and remain members of the Union in good standing as a condition of employment during the term of this Agreement. Employees who are not members of the Union shall make application for Membership therein not later than thirty-one (31) calendar days after employment, or the legally effective date of this Section, whichever is later. The Employer shall make each new Employee in the bargaining unit aware of the membership requirement in writing and a copy of the notice, as supplied by the Union, shall be forwarded to the Union within thirty-one (31) working days. Bargaining unit employees shall be notified by the Union of their right under the law to become "Agency Fee Payers" prior to becoming members of the Union.

3.2 Roster - The Employer shall supply to the Union on an annual basis a roster of all employees covered by this Agreement, containing names, job titles, hire dates, full- or part-time status and rates of pay.

3.3 New Employee Orientation - The Employer will notify a Union steward of new unit employees, and their orientation dates and times, and permit a Union representative to orient all new bargaining unit employees on the policies, procedures and benefits of the Union for ten minutes following the employer's new employee orientation as mutually scheduled.

ARTICLE 4 - STEWARDS AND UNION REPRESENTATIVES

4.1 Stewards - The Union shall have the right to designate two (2) Union stewards who shall be members of the bargaining unit and shall be authorized to take up employee grievances through the grievance procedure of this Agreement. The Union shall promptly notify the Employer of the names of those stewards, and shall submit an updated list to the Employer if any changes occur. A steward shall be permitted reasonable paid time to consult with employees who are considering pursuing grievances, and for processing grievances in accordance with Steps 1 and 2 of the grievance procedure of this Agreement. Time to assist in the research and resolution of legitimate employee grievances on the Employer's property shall be on unpaid time. Stewards shall be on paid time when conferring with the Employer relative to a grievance.

4.2 Union Representative - The Union's representative shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of investigating bona fide grievances and performing other essential functions as a representative of the bargaining unit. The Union representative must first notify the Vice President of Human Resources or designee of their intent to enter the premises, and no interference with the work of the employees or the operations of the facility shall result. The Union representative shall sign in and wear any identification or badge required of any other visitor, and shall comply with other reasonable security policies that do not interfere with the Union representative's activities described above.

4.3 During each year of this Agreement each of the Union's stewards, as designated in Article 4.1 of the Agreement, shall be provided with four (4) hours of release time without loss of pay to participate in steward training programs sponsored by the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Grievance Defined - Within this Agreement a grievance shall be defined as a claim by an employee that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

5.1.A. A grievant, within the meaning of this Agreement, shall be defined as an employee within this bargaining unit who alleges a grievance, or the Union alleging a grievance, under the terms and conditions of this Agreement.

5.2 Time Limits - Time limits set forth in the following steps may be extended only by written mutual consent of the parties hereto. If the grievant does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant shall have the right to proceed to the next step of this procedure.

5.3 Complaint Resolution - The Union shall prevail upon all employees in the bargaining unit, and especially stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the stewards and other Union representatives in an attempt to promptly resolve any complaints that may arise.

5.4 Grievance Withdrawal - A grievance may be withdrawn at any time, in writing, and if withdrawn shall not be submitted again pertaining to the same event.

5.5 Employee Rights - In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination or retaliation. At any step of the grievance procedure the grievant may request the presence of a Union representative.

5.6 Pay for Grievance Meetings - Meetings and discussions with the Employer on the grievance held in connection with this grievance procedure shall normally be held during regular business hours of the Employer. No deduction in pay status shall be made for the grievant for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours. Stewards may have release time as stipulated in Article 4, Section 4.1 for such activities.

5.7 Step One - Employee and Immediate Supervisor - It is the desire of the parties to this Agreement that grievances be addressed informally when possible, and at the first level of supervision. If an employee has a grievance, they must first discuss the matter with the immediate supervisor within fourteen (14) calendar days from the time the complaint began to exist or should have been reasonably known to have existed. The employee and supervisor shall make a good faith effort to resolve the grievance informally within fourteen (14) calendar days of the discussion between the grievant and the immediate supervisor.

5.8 Step Two - Employee and Applicable Manager - In the event the matter cannot be resolved at Step One, and it is the employee's desire to proceed further, the grievance shall be reduced to writing and submitted to the supervisor's manager within thirty (30) calendar days from the time the grievance first began to exist or should have been reasonably known to have existed. The written grievance shall specify the provision of this Agreement allegedly violated, the date it occurred, and the remedy sought by the grievant. A conference between the employee and manager shall then be held at a mutually agreeable time. The manager will endeavor to resolve the grievance and will respond in writing within ten (10) calendar days of that meeting.

5.9 Step Three - Employee and Vice President of Human Resources or Designee - In the event the employee is not satisfied with the reply in Step Two, they may submit the written grievance to the applicable Vice President within ten (10) calendar days of the written decision in Step Two. A conference between the employee, a Union representative, if requested by the employee, the Vice President of Human Resources and the applicable Vice President or designee shall then be held at a mutually agreeable time. The applicable Vice President or designee shall respond in writing within ten (10) calendar days of that meeting.

5.10 Step Four - Arbitration - If the grievance is not satisfactorily resolved on the basis of the foregoing procedure, the Union may, within ten (10) calendar days of receipt of the decision in Step Three, notify the Employer in writing that it desires final determination of the issue by a neutral arbitrator. Upon such notice, the Union shall request that the Federal Mediation and Conciliation Service submit a panel of eleven (11) individuals having arbitration experience appropriate to the issue in dispute and residing in Washington or Oregon, from which each party shall alternately strike names. The remaining name will be designated as the arbitrator. The party seeking arbitration shall strike the first name.

The arbitrator shall hold a hearing and base the decision on the evidence elicited at such hearing. The decision shall be submitted in writing within thirty (30) days of said hearing or submission of post-hearing briefs and be final and binding upon the Employer and the Union.

The arbitrator shall have no power to add to, subtract from, alter or amend the terms of this Agreement.

The applicable fees and expenses of the arbitrator and the agency supplying the arbitrator shall be borne solely by the party that does not prevail in the arbitration; however, in the event neither party should prevail due to a split decision; the arbitrator's fee and expenses and the administrative fee shall be borne equally by the parties. Each party shall be responsible for the expenses of its own witnesses and any other expenses incurred on behalf of that party, including attorney's fees.

ARTICLE 6 – DEFINITIONS

6.1 Probationary Employee - The first one hundred eighty (180) calendar days of continuous employment as a full-time or part-time employee shall constitute the probationary period. When an employee successfully completes their probationary period, seniority will then be retroactive to the employee's date of hire. In the event an employee is terminated during the probationary period, they will not have recourse to the grievance procedure herein. Applicable benefits provided in this Agreement will accrue during this probationary period; however, vacation benefits shall not be used until after successful completion of the probationary period.

6.1.A. A written evaluation will be completed by the supervisor prior to the end of the specified period of probation. Regular employee status is attained through a satisfactory evaluation. If the evaluation is unsatisfactory, the Employer may, by mutual agreement between the Employer and the employee, extend the probationary period for one additional month

6.2 Regular Employee - A regular employee is one who has satisfactorily completed the probationary period and is assigned duties associated with a regular full-time or part-time position as set forth in this Agreement.

6.3 Full-time Employee - A full-time employee is one who regularly works a forty (40) hour workweek in a seven (7) day period. Full-time employees shall be paid on an hourly basis for all

hours worked in the pay period. Absent an emergency as defined in Section 8.6.B.1 or Section 8.6.C.1, full-time employees shall be scheduled for 40 hours in a week.

6.4 Part-time Employee - A part-time employee is one who is regularly scheduled to work a minimum of twenty (20) and less than forty (40) hours per week. Part-time employees shall be paid on an hourly basis for all hours worked in the pay period. Part-time employees shall be eligible to participate in the medical insurance, dental insurance, and vision insurance under the same terms and cost as full-time employees. Part-time employees shall be eligible to participate in the life insurance, accidental death & dismemberment insurance, short and long-term disability insurance, and 401(k) retirement plan benefits programs under the same terms as other employees. Part-time employees are eligible for pro rata sick leave accrual and vacation and personal holiday accrual as described in this Agreement.

6.5 Employer shall use the work week it establishes for non-bargaining unit employees for those employees in the bargaining unit.

6.6 Supplemental Employee - A supplemental employee is one who is regularly or non-regularly scheduled, classified as a position in production, engineering, reception, or broadcast operations, within this Agreement and whose work hours do not exceed nine hundred sixty (960) hours per rolling 12-month period. Work performed by supplemental employees shall be covered by Articles 7.2, 7.3, 7.5, 7.7, 11.2, 19 and 20 of this Agreement. Supplemental employees shall have no other rights or obligations as accorded herein, except as provided in Section 17.4 for employees laid off who have chosen supplemental status.

6.7 Temporary Employee - A temporary employee is one who is hired to work in a department other than production, engineering or broadcast operations during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation or other leave of absence periods, or to temporarily fill a vacated regular position, or to provide unique skills not readily available among bargaining unit employees. Temporary employees are not covered under the terms of this Agreement and shall have no rights or obligations as accorded herein. An employee shall be considered temporary for a maximum of one hundred eighty (180) calendar days; however, this period may be extended to correspond with an extended leave by a regular employee. In the event a temporary employee is converted to regular full-time or part-time status, such time in temporary employment will count toward employee's probationary period. When converted to regular employment, the employee will be credited with seniority for purposes of vacation and sick leave accruals from the most recent date of hire per this paragraph.

6.8 Bargaining Unit - Regular positions will not be filled with part-time or full-time temporary or supplemental employees except as defined in sections 6.6 and 6.7 above. Temporary or supplemental employees may compete for open regular positions or for other temporary or supplemental positions and will be evaluated based upon the same job criteria as any other applicants.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Basic Work Day/Week - The basic work day for regular full-time employees shall consist of eight (8) hours of work to be completed within nine (9) consecutive hours, with a one (1) hour meal break on the employee's own time. Upon approval from the regular employee's supervisor and department head, an employee may request a basic workday consisting of ten (10) hours of work to be completed within eleven (11) consecutive hours, with a one (1) hour meal break on the employee's own time. The normal work week for regular employees shall consist of forty (40) hours of scheduled work within either four (4) or five (5) consecutive workdays, to be determined by the employee's supervisor and department head. Four (4) day work week schedules shall provide at least 72 hours off (of which 48 shall be consecutive) and shall be referred to as a 4/10 week unless mutually agreed otherwise. For five (5) day work week schedules (referred to as a 5/8 week), the Employer shall, provide at least 48 consecutive hours off unless mutually agreed otherwise. If the Employer does not provide the time off as specified, overtime rates shall be paid as described below. If an employee is on a 4/10 week at their own request, the employee may return to a 5/8 week upon a thirty (30) day notice to the employee's supervisor. The basic work day for part-time employees shall consist of a minimum of four (4) continuous hours of work. The Employer shall not schedule a full-time or part-time employee for a split shift without employee consent.

7.1.A. The Employer may schedule employees for a basic workday consisting of ten (10) hours of work to be completed within eleven (11) consecutive hours, with a one (1) hour meal break on the employee's own time, up to a maximum of forty (40) hours per week. Time worked in excess of ten (10) hours for a ten (10) hour shift shall be paid for at the applicable overtime rate, as outlined in 7.3.A and 7.3.B. In scheduling employees for a 4/10 week, the Employer shall endeavor to accommodate particular scheduling difficulties raised by individual employees.

7.1.B. For production employees doing location work, the Employer may schedule employees for a basic week consisting of three days of twelve (12) hours of work to be completed within thirteen (13) consecutive hours, with a one (1) hour meal break on the employee's own time. An employee on such "3/12" schedule shall be paid forty (40) hours of straight time for the first 36 hours of work, and all such time shall be considered worked time for benefit purposes. Time worked in excess of twelve (12) hours in a day or thirty-six (36) hours in a week shall be paid for at the applicable overtime rate, as outlined in 7.3.A and 7.3.B. In all other situations, a "3/12" schedule may be implemented upon mutual agreement.

7.2 Meal Breaks/Meal Penalties (see also Article 20.2.E.) -Employees who work more than five (5) hours on a shift shall be entitled to meal breaks of one (1) hour. The Employer shall make a good faith effort to provide uninterrupted meal breaks. It is the employer's intent that meals not be omitted. For 5/8 employees, the meal break shall commence no earlier than two (2) hours after the start of the shift and no later than (5) hours after the start of the shift. The meal break for employees who work a 4/10 work week shall commence no earlier than three (3) hours after the start of the shift and no later than the start of the sixth hour of the shift. For employees in on-air operations, if the employee is required to work beyond the last hour eligible for a meal break, the employee will be allowed to eat their meal at the duty station on the employer's time,

and no meal penalty shall apply. By mutual agreement, the meal period may be limited to thirty (30) minutes.

7.2.A. If an employee is unable to take a meal break as provided in this Agreement, the Employer shall pay a meal break penalty equal to one hour at the employee's hourly wage rate. Meal penalties shall not be paid for work when a meal is provided by the station. Meal penalties shall not be incurred if the meal break is altered or omitted due to employee request or due to an emergency situation defined in Article 8.6.B.1.

7.2.B. Second Meal Breaks - If it is known that a 5/8 employee will work more than ten (10) hours in a day (not counting unpaid meal breaks), they shall be entitled to a second meal break of one hour's duration on the employee's own time no sooner than nine hours after the start of the shift, but at least 1 hour before the end of the workday. If it is known that a 4/10 employee will work more than twelve (12) hours in a day (not counting unpaid meal breaks), they shall be entitled to a second-meal break of one hour's duration on the employee's own time no sooner than ten hours after the start of the shift, but at least 1 hour before the end of the workday. Meal break penalties shall apply as outlined in Article 7.2.

7.3 Overtime - Time worked in excess of forty (40) hours during a normal work week (either 5/8 or 4/10), and time worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift during a normal workday, shall be paid for at the applicable overtime rate, as outlined in 7.3.B. For 3/12 employees, time worked in excess of twelve (12) hours in a day or thirty-six (36) hours in a week shall be paid for at the applicable overtime rate, as outlined in 7.3.B. below. All overtime must be approved in advance by the employee's supervisor or designee. Holiday pay for Employer recognized holidays shall count as time worked for purposes of computing overtime; no other pay for time not worked shall be counted for the purposes of computing overtime. Overtime hours shall not be computed as part of the forty (40) hour work week.

7.3.A Pay Rates for a Regularly Scheduled Workday - The following pay rates shall apply for all hours worked (exclusive of any 1 hour unpaid meal breaks) during one twenty-four (24) hour period, applicable to supplemental employees and employees who work a 5/8 work week:

- 1 through 8 hours = straight time (one times the hourly rate)
- 9 through 12 hours = time and one-half (1-1/2 times the hourly rate)
- 13 through 24 hours = double time (two times the hourly rate)

The following pay rates shall apply for all hours worked (exclusive of any one (1) hour unpaid meal breaks) during one twenty-four (24) hour period, applicable to supplemental employees and employees who work a 4/10 work week:

- 1 through 10 = straight time (one times the hourly rate)
- 11 through 15 = time and one-half (1-1/2 times the hourly rate)
- 16 through 24 = double time (two times the hourly rate)

The following pay rates shall apply for all hours worked (exclusive of any one (1) hour unpaid meal breaks) during one twenty-four (24) hour period, applicable to supplemental employees and employees who work a 3/12 work week:

- 1 through 12 = straight time (one times the hourly rate)
- 12 through 15 = time and one-half (1-1/2 times the hourly rate)
- 16 through 24 = double time (two times the hourly rate)

7.3.B Pay Rates for Days That Begin as Overtime – When a 5/8 workweek employee is assigned to work in excess of forty hours in a workweek (including sick leave pay and paid holidays for the purposes of this paragraph) and begins a new workday, or when a 5/8 employee is working on a paid holiday, the employee shall be paid the following pay rates for all hours worked (exclusive of any one (1) hour unpaid meal breaks) during that new workday:

- 1 through 8 hours = time and one-half (1-1/2 times the hourly rate)
- 9 through 24 hours = double time (two times the hourly rate).

When a 4/10 workweek employee is assigned to work in excess of forty hours in a workweek (including sick leave pay and paid holidays for the purposes of this paragraph) and begins a new workday, or when a 4/10 employee is working on a paid holiday, the employee shall be paid the following pay rates for all hours worked (exclusive of any one (1) hour unpaid meal breaks) during that new workday:

- 1 through 10 hours = time and one-half (1-1/2 times the hourly rate)
- 11 through 24 hours = double time (two times the hourly rate)

When a 3/12 workweek employee is assigned to work in excess of thirty-six hours in a workweek (including sick leave pay and paid holidays for the purposes of this paragraph) and begins a new workday, or when a 3/12 employee is working on a paid holiday, the employee shall be paid the following pay rates for all hours worked (exclusive of any one (1) hour unpaid meal breaks) during that new workday:

- 1 through 12 hours = time and one-half (1-1/2 the hourly rate)
- 13 through 24 hours = double time (two times the hourly rate)

7.4 Flexible Schedules - Employees shall continue to be allowed to establish flexible work schedules with the approval of the employee's supervisor and department head. Flexible hours will continue to be based on organizational needs, job responsibilities, individual department needs, and supervision requirements. Management and the Union agree that any significant problems arising from flexible work hours or the lack of consideration of flexible work hours shall be discussed at the Joint-Union Management Committee. An employee may request a change to flexible hours by submitting a request in writing to their supervisor and department head. Supervisors will be required to respond to such requests (in writing) as soon as possible, but no later than thirty (30) working days from the date of the original request.

7.5 Rest Periods - Employees shall receive one fifteen (15) minute paid rest period (break) during each four (4) hours worked, or intermittent rest periods equivalent to fifteen (15) minutes.

7.6 Standby Pay - An employee required to be on standby by their supervisor shall be compensated at the rate of \$1.00 per hour, and in return, will remain available to report to duty. An employee on standby will respond to all calls promptly, and if requested to report to a designated worksite, will do so as soon as possible.

7.7 Callback Pay - In the event an employee is called back to work after being released from duty for the day, such employee shall be paid for a minimum of four (4) hours pay at the rate of time and one half (1½) appropriate straight time and/or overtime rate for all time worked during the callback. Any employee (except a supplemental employee) who is called to work on their day off shall be paid a minimum of four (4) hours pay at the rate of time and one half (1 ½) applicable straight time and/or overtime rate.

7.8 Off Duty Work - Employees who are required to perform substantial work-related duties via telephone outside their regular duty hours and away from their duty station shall be compensated in the event any such telephone call is initiated by the Employer. Such time worked shall be credited at a minimum of fifteen (15) minutes of pay at the applicable rate.

7.9 Turn Around Pay - If employees have less than twelve (12) hours' time off between shifts, time falling within the twelve (12) hour period shall be paid for at the rate of time and one-half (1-1/2). This section shall not apply when there is less than twelve hours off duty due to the employee's request. By mutual agreement, the employee may adjust their start time to accommodate the twelve (12) hour turnaround, and no penalty shall apply. Unscheduled overtime shall not be counted in determining whether the employee has worked within the twelve (12) hour period.

7.10 Scheduling for days off and vacation periods shall provide for such days off and vacation periods to begin twelve (12) hours after the completion of the last shift assignment preceding such days off or vacation.

7.11 Shift Differential - A premium of \$.95 per hour for all hours worked shall be paid to an employee who is scheduled to work a majority of their time between the hours of 1600 and 0000. A premium of \$1.50 per hour for all hours worked shall be paid to an employee who is scheduled to work a majority of their time between the hours of 0000 and 0800.

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Notice of Resignation - An employee shall give not less than fourteen (14) calendar days written notice of intended resignation to their supervisor. Failure by the employee to give such notice shall result in loss of any accrued vacation benefits. The Employer will waive this requirement when it determines that such notice was not possible due to circumstances beyond the employee's control.

8.2 Evaluations of Probationary Employees - The performance of a probationary employee shall be evaluated prior to completion of their first one hundred eighty (180) days of employment. During the evaluation process, the employee's immediate supervisor shall counsel them for the purpose of reviewing progress toward regular employee status. Such evaluation shall be set forth in writing, signed by the probationary employee, and placed in the employee's personnel file.

8.3 Performance Management Process - Bargaining unit employees shall participate in the Employer's Performance Management Program under the same terms and conditions as unrepresented employees of the Employer. The Performance Management Program shall include at least the following components: (a) employees will receive written performance evaluations at least annually; (b) employees will be given electronic access to their evaluations; and (c) employees will be given an opportunity to respond to the evaluation in writing and the response, if any, shall be included in the evaluation.

8.3.A. Appeal - The content of an employee's performance evaluation may be grieved through Step 3 of the Grievance Procedure herein. Every effort will be made to resolve the grievance at the lowest possible level of the Procedure.

8.4 Personnel File - Upon written request by an employee to the Vice President of Human Resources, the employee or Union representative shall have access to the employee's personnel file for review. Prior to such review, the Vice President of Human Resources or designee may remove any letters of confidentiality from a third party. The employee shall have the right to have placed in their own personnel file a statement of rebuttal or correction of information contained in the file within a reasonable period of time after the employee becomes aware that the information has been placed in the file. An employee shall be provided a copy of any adverse material when such material will become a part of the employee's personnel file.

8.5 Shift Assignment - The assignment of employees to various shifts within each department shall be determined by the Employer, based upon the employee's skill, ability and dependability in performing the work assigned.

8.6 Scheduling

8.6.A. The Employer shall determine a work schedule for all bargaining unit employees. For employees involved in production, a weekly schedule shall be published and distributed at least seven (7) calendar days prior to the first day of the schedule. For all other employees, a two (2) week schedule shall be published and distributed at least seven (7) days prior to the first day of the schedule. The Employer need not publish or distribute a schedule for those employees whose schedules remain constant. In the event an employee who has a regular schedule is assigned to a different regular work schedule, the employee shall be given seven (7) days written notice of the schedule change. For all notifications, the day notification is given constitutes a day of notification. Notification of changes to a published schedule or a regular work schedule shall be in the form of an email to the employee's company email address or a written document placed in the employee's company mailbox or hand delivered.

8.6.B. Change in Regular Work Schedule- An established work schedule may be amended by the Employer at any time to meet the operational needs of the station. Employees shall be notified of such schedule changes by verbal contact or an email message, and a voice mail message on the number designated by the employee in HR Information System (IS).

When at work, toward the end of their shifts, employees involved in production are responsible for checking email, voice mail and their respective scheduling bulletin boards.

Employees involved in production will be responsible for checking personal voice mail 12 hours before their next scheduled work period. Employees shall acknowledge by voice mail or email receipt of the notification.

Part-time employees involved in production are responsible for checking personal voice mail 12 hours before their next scheduled work period. If called to work on non-scheduled work days, they must contact the Scheduling Desk within two (2) hours of the time a voice mail is left at their contact phone or pager. After two (2) hours, the Employer may offer the work to others on a first-come, first-served basis. If the offer of additional work comes at or after 5:00 p.m., the part-time employees must contact the scheduling desk within 15 minutes to receive additional work.

Except in emergency situations (defined in 8.6.B.1), or by employee request, the Employer will not schedule a 5/8 employee for more than ten (10) consecutive work periods, or a 4/10 employee for more than eight (8) consecutive work periods and will make a good faith effort to accommodate individual employee requests for days off. If the operational needs of the Station are such that an employee is scheduled to work eight (8) through ten (10) consecutive work periods, the employee shall be granted one (1) additional personal holiday to be used within the same calendar year it was awarded.

8.6.B.1. Emergency Situation - An emergency situation is defined as when someone becomes ill, or when someone sustains an injury on the job and must be replaced immediately; or when equipment breaks or fails needing immediate attention; or when any natural disaster, severe weather, power outage, or civil defense emergency occurs. Additional vacation day

8.6.C. Short Notice Pay - In the event an employee is given less than seven (7) calendar days' notice (as described in Section 8.6.B.) of a change from the established schedule, or less than forty-eight (48) hours' notice of a change in daily starting time, or of an extension in the number of hours scheduled in a certain day, except in cases of emergency (see 8.6.B.1.), or in the case of a production emergency (see 8.6.C.1.), all hours worked outside those previously scheduled straight time hours shall be paid at the rate of time and one half (1 ½) of the rate received by the employee during the changed hours, unless scheduled at the request of the employee. For changes of days off, the day notification is given constitutes a day of notification, as long as the notification occurs

before noon. When making schedule changes, the Employer will continue its practice of attempting to accommodate employee personal schedules. Bargaining unit employees will continue their practice of attempting to accommodate schedule changes.

8.6.C.1. Production Emergency - A production emergency is defined as unexpected changes in production schedules involving outside concerns or talent which are not under the control of the Employer. A production emergency must be approved in advance by the Managing Director of Production or designee.

8.6.D. A work schedule for an employee returning from vacation shall be determined and the employee notified of said schedule prior to their departure for vacation. If an emergency situation arises during the employee's vacation that necessitates a change in the vacationing employee's return schedule, no penalty rate shall be applicable. Employees returning from vacation shall be responsible for checking for schedule changes as soon as possible upon return from vacation.

8.7 Temporary Assignment to Higher Position - An employee temporarily assigned by the department manager in writing to a higher-level position for a period of eight (8) consecutive hours or more, not to exceed ninety (90) calendar days, shall be paid at a rate which represents a five percent (5%) increase over their current rate of pay or the minimum of the higher range, whichever is greater.

8.8 Job Openings - All regular full-time and part-time job openings in the bargaining unit will be posted pursuant to the Employer's Recruitment and Hiring Policy. Internal candidates who meet the minimum requirements shall be granted at least an initial interview. However, previous Cascade Public Media employment is not sufficient grounds to reach finalist status in the interview process. All internal candidates shall be notified upon request of the outcome of their application with reasons thereof.

ARTICLE 9 – WAGES

9.1 Wage Rates - Employees in the bargaining unit shall be paid no less than the minimums assigned to each classification as set forth in Addendum B of this agreement. After completion of three (3) years of employment in a classification, if an employee is paid less than 105% of the minimum assigned to the classification, the employee shall be raised to at least 105% of the minimum assigned to the classification, provided that the employee has demonstrated competency in all requirements of the classification. After completion of eight (8) years of employment in a classification, if an employee is paid less than 110% of the minimum assigned to the classification, the employee shall be raised to at least 110% of the minimum assigned to the classification, provided that the employee has demonstrated competency in all requirements of the classification.

9.2 Across the Board Wage Adjustments –After the date of ratification, effective on the July 25, 2023 pay period employees in the bargaining unit shall receive an increase on an individual basis of no less than 4% to their base wage rate. In addition, effective the first full pay period after the date of ratification, each wage minimum will be adjusted as noted in Addendum B.

Effective July 1, 2024, all employees in the bargaining unit shall receive an increase to their wage rate of two and one-half percent (2.5%). In addition, on July 1, 2024, each wage minimum will be adjusted upward by two and one-half percent (2.5%).

Effective July 1, 2025, all employees in the bargaining unit shall receive an increase to their wage rate of two percent (2%). In addition, on July 1, 2025, each wage minimum will be adjusted upward by two percent (2%).

Effective July 1, 2026, all employees in the bargaining unit shall receive an increase to their wage rate of two percent (2%) In addition, on July 1, 2026, each wage minimum will be adjusted upward by two percent (2%).

Effective July 1, 2027, all employees in the bargaining unit shall receive an increase to their wage rate of two and one-half percent (2.5%). In addition, on July 1, 2027, each wage minimum will be adjusted upward by two and one-half percent (2.5%).

It is understood that the wage rates set forth in this Agreement constitute minimums, and that nothing in this Agreement shall be construed to limit the Employer's right to pay above such minimums.

ARTICLE 10 – VACATION

10.1 Accrual - Full-time employees shall be entitled to vacation benefits in accordance with the following schedule:

<u>During year of Employment</u>	<u>Paid Vacation Days Per Year</u>
Year 1	12 days
Year 2	13 days
Year 3	14 days
Year 4	15 days
Year 5	16 days
Year 6	17 days
Year 7	18 days
Year 8	19 days
Year 9	20 days
Year 10	21 days
11th year or later	22 days

10.1.A. Upon completion of the first six (6) months of continuous employment, an employee shall be entitled to use accrued vacation benefits in accordance with section 10.4 herein.

10.2 An eligible part-time employee shall accrue vacation benefits on a per pay period basis in accordance with the above schedule based on their worked hours in the respective pay period.

Upon approval of the Employer, the part-time employee may receive payment in cash for accrued vacation time in lieu of vacation days off.

10.3 The vacation year starts July 1 of each year. An employee may carry over a maximum of 240 hours of vacation. (Note: the “vacation year” is different than the “year of employment” referred to in Section 10.1).

10.4 Vacation Scheduling - Vacation leave must be scheduled and approved by the employee’s supervisor. To the extent possible, vacation leave will be scheduled in accordance with the preference of the employee. When an employee’s vacation must be denied due to operational necessity, the supervisor shall schedule the employee’s vacation at the next earliest possible date requested by the employee. Both parties acknowledge that employees should take vacation each year. The Employer may require employees to take vacation (a) to make sure employees take at least one full week of vacation each year; and (b) to use accrued vacation hours in excess of two hundred and forty (240) hours.

10.4.A. Where two or more employees cannot be released to take vacations at the same time, preference will be given to the most senior employee in terms of continuous service with the Employer, provided the less senior employee had not previously requested the vacation period, and provided further the station’s operations are not jeopardized in the judgment of the Employer.

10.5 Notice of Termination - A regular employee who voluntarily terminates and meets the notice requirements set forth in Section 8.1 of this Agreement, shall be paid for any accrued vacation benefits. Failure by the employee to give such notice shall result in loss of any accrued vacation benefits. The Employer will waive this requirement when it determines that such notice was not possible due to circumstances beyond the employee’s control.

10.6 Vacation Pay - Vacation pay shall be the amount which the employee would have earned had the employee worked during the period of their vacation, at the employee’s regular rate of pay.

10.7 If the Employer makes a change to the accrual rate or maximum amount of accrual for unrepresented employees, either party may request to bargain over solely those issues. Both parties shall commence bargaining specific provisions in Article 10 that determine the accrual rate for vacation days or the maximum amount of accrual for bargaining unit employees. No changes to the accrual rate for vacation days or maximum amount of accrual shall be made during the term of this Agreement without mutual agreement of the parties. Except as specified in this Agreement, the Employer’s policies regarding vacation shall apply to bargaining unit employees.

ARTICLE 11 – HOLIDAYS

11.1 Full-time employees and part-time employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving
9. The day after Thanksgiving
10. Christmas
11. The working day before Christmas
12. Paid Personal Holiday

11.1.A. Holiday Pay for Fixed and Personal Holidays – A full time employee on a 5/8 schedule who qualifies for holiday pay shall be paid 8 hours straight time pay for the holiday. A full-time employee on a 4/10 schedule who qualifies for holiday pay shall be paid 10 hours straight time pay for the holiday.

11.1.A.1. A part-time employee shall be paid holiday pay pro-rated based on the number of hours worked by the employee in the last six full pay periods.

11.1.A.2. Except for those who are regularly scheduled to work on Saturday and Sunday, if a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.

11.2 Work on a Holiday - Whenever a regular, full-time, part-time, or supplemental employee is required to work on a holiday, they shall be paid in accordance with Section 7.3.B, plus holiday pay if eligible.

11.3 Holiday During Vacation - If a holiday falls during a full-time or part-time employee's vacation, the employee shall receive holiday pay for that day and no vacation shall be deducted from the employee's account for that day.

11.4 If the Employer makes a change to the number of days of holidays or the days of the holidays (including the personal holiday) for unrepresented employees, either party may request to bargain over solely those issues. Both parties shall commence bargaining specific provisions in Article 11 that determine the number of days or days of the holidays (including the personal holiday) for bargaining unit employees. No changes to the number of days of holidays or days of the holidays shall be made during the term of this Agreement without mutual agreement of the parties. Except as specified in this Agreement, the Employer's policies regarding holidays shall apply to bargaining unit employees.

ARTICLE 12 - SICK LEAVE

12.1 It is the Employer's intent to fully comply with the federal, state and local law regarding sick leave. To the extent this Agreement or the Employer's policies provide greater rights than the law, the provision that gives the employee the most beneficial right(s) shall apply.

12.2 Full-time employees shall accrue sick leave from the date of hire at the rate of eight (8) hours per month to a maximum of 96 hours of sick leave benefits per year. No employee shall accrue more than 480 hours of sick leave. If an employee accrues 480 hours of sick leave, the employee shall not accrue any more sick leave until their balance is reduced below 480.

Eligible part-time employees shall accrue sick leave on a per pay period basis pro-rated based on their hours worked in the pay period.

12.3 Eligibility - Sick leave benefits shall accrue from date of hire and may be used in accordance with section 12.4 herein after the first month of employment.

12.4 Sick Leave Pay and Notification- Sick leave shall be payable at the employee's regular rate of pay beginning on the first day of a bona fide illness or disability. An employee unable to report to work due to illness or injury shall be required to call the phone number designated by their supervisor no later than two (2) hours before the start of their shift.

12.4.A. Sick leave benefits are only for bona fide illnesses or injuries (including to supplement short term or long term disability benefits), or as otherwise provided in Section 12 of this Agreement. The Employer reserves the right to require reasonable proof of illness or disability after three (3) consecutive days of absence due to illness or disability. Proven abuse of sick leave shall be grounds for discipline or possible discharge.

12.4.B. Sick leave shall be paid only for those hours when the Employee was scheduled to work.

12.5 Medical/Dental/Vision Care - Accrued sick leave may be used for illness in the immediate family that requires that employee to provide necessary medical care of the patient, and for medical, dental and vision appointments of the employee or their immediate family that requires the presence of the employee, provided advance approval has been obtained from the employee's supervisor for such time off work.

12.6 On the Job Injury - Accrued sick leave may be used to supplement the amount received by an employee from Worker's Compensation Insurance, up to the amount of the employee's pay for the hours they would have worked had the employee been available for work. In no event shall such pay make the employee more than whole.

12.7 Illness or Injury During Vacation - In the event of an incapacitating illness or injury during vacation leave, the Human Resources Department may authorize the use of sick leave and the equivalent restoration of any vacation leave otherwise charged during that time. Such

requests shall be in writing and a medical certificate may be requested by the Human Resources Department before restoration is made.

12.8 Death Benefit - In the event an employee should die while in the employ of the Employer, one hundred percent (100%) of any accrued sick leave will be paid to the employee's estate as a death benefit.

12.9 No changes to the accrual rate of sick leave or the maximum amount of accrual of sick leave shall be made during the term of this Agreement without mutual agreement of the parties. Except as specified in this Agreement, the Employer's policies regarding sick leave shall apply to bargaining unit employees.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 It is the Employer's intent to fully comply with the federal, state and local law regarding leaves. To the extent this Agreement or the Employer's policies provide greater rights than the law, the provision that gives the employee the most beneficial right(s) shall apply.

13.2 Definition - A leave of absence is a designated period of approved time that an employee is off the job for a reason other than scheduled vacation, sick or disability leave, or approved professional development training, conferences and meetings.

13.3 Request for Leave - All leaves are to be requested from the Employer's Human Resource Department in writing at least two (2) weeks in advance, except in any emergency situation beyond the employee's control. Such request shall state all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within ten (10) calendar days of receipt of the request.

13.4 Absence from duty without authorization from the employee's supervisor may be the basis for termination from employment and will be considered a voluntary termination. This provision shall not apply to a situation beyond the employee's control.

13.5 Paid Leave - Leave with pay shall not alter an employee's anniversary date of employment, nor otherwise affect compensation or job status with the Employer.

13.6 Leave Without Pay - Leave without pay is approved leave which begins after the employee's applicable accrued benefits have been exhausted. In the event an employee wishes to continue their insurance benefits during such unpaid leave, the employee shall arrange to pay the applicable premium(s) during the leave.

13.7 Types of Leaves of Absence – The Employer will make available the following types of leave:

Family and Medical Leave Act (FMLA) and corresponding Washington state Paid Family and Medical Leave (PFML) law which covers medical leave, family medical leave, parental leave, pregnancy disability, and family participation in military activities;

Jury Duty; and
Bereavement Leave.

Time away for military related purposes will be pursuant to state and federal law.

The terms of the leaves available and the eligibility for such leaves are described in the Employer's policies.

13.8 Return from Leave - In the event an employee wishes to return to work from an approved leave of absence under this Article, the employee will be reinstated to their former or comparable position and at the wage level and benefits commensurate with their position upon their return, unless the employee's position has been eliminated in the interim. Leaves of absence longer than twelve (12) months are subject to review regarding employee's position, wage level and benefits.

13.9 If the Employer makes a change to the types of leave or the amount of leave available for unrepresented employees, either party may request to bargain over solely those issues. Both parties shall commence bargaining the specific provisions in Article 13 that determine the types of leave or the amount of leave available for bargaining unit employees. No changes to the types of leave or the amount of leave available shall be made during the term of this Agreement without mutual agreement of the parties. Except as specified in this Agreement, the Employer's policies regarding leaves of absence shall apply to bargaining unit employees.

ARTICLE 14 - JOB CLASSIFICATION

14.1 Assignment of Responsibilities - The Employer shall assign duties and responsibilities to employees as it deems appropriate. Bargaining unit employees will be classified in one of the positions listed in Article 1 above, but such classification will not limit the Employer's right to make assignments of duties. If the Employer assigns tasks to an employee that would traditionally belong to a lower-rated classification, the employee's wage rate shall not change. If the Employer assigns tasks to an employee that would traditionally belong to a higher-rated classification, so that a majority of the employee's tasks are those of the higher-rated classification, the provisions of Section 8.7 shall apply.

14.2 Scope of Assignment - The Employer may assign non-unit tasks to bargaining unit employees on a temporary basis (i.e., for a specified project or for a specified duration, or to cover for employees on leave or who are otherwise not available to perform the work on a straight-time basis), and such assignment shall not be used to expand or alter the Union's jurisdiction under this Agreement. The Employer may assign unit tasks to non-unit employees on a temporary basis, if such assignment does not reduce bargaining unit positions or hours. Loss of overtime opportunities or extra hours opportunities shall not be considered a reduction in hours or bargaining unit positions under this provision.

14.3 Job Descriptions - The Employer shall maintain job descriptions for the positions covered by this Agreement and shall provide such description to the employee upon request. A complete set of job descriptions shall be on file in the Human Resources Department and shall be available for examination and copying by the Union representative. The job descriptions are for the

purpose of advising employees and supervisors of the general nature of the position and shall not be construed to be limitations on an employee's responsibilities or the Employer's right to assign tasks.

ARTICLE 15 – BENEFITS

15.1 Health (Medical, Vision, Dental) Insurance - The Employer will provide medical, vision, and dental coverage for all bargaining unit employees and their dependents. As changes to such benefits are made in accordance with the terms of this Article, the changes shall be applied to bargaining unit employees and unrepresented employees equally.

15.2 Changes to Medical, Dental, and Vision Plans - Each year, the Employer re-evaluates its benefit package. For this purpose, a Benefits Committee shall be established to periodically review and make recommendations for changes/improvements in the Employee Benefit package. The Committee's function will be limited to an advisory capacity and shall not include any decision-making or collective bargaining authority. Benefits Committee membership shall consist of a minimum of two bargaining unit employees and four non-bargaining unit employees below the rank of director and the Vice President of Human Resources or designee. The Committee's members must be regular employees who participate in the benefits plans and who have been employed by the Employer for at least-six months.

As soon as is practical prior to open enrollment of each year, the Benefits Committee shall meet. Management will give due consideration to the Committee's recommendations, if any, and shall meet with the Committee, upon request, for the purpose of responding to the recommendations and providing reasons for benefit plan decisions for the upcoming plan year. Upon request, Management will also meet with the IBEW Business Representative to address health and/or retirement benefits issues.

15.2.A. If the Employer desires to make changes to the medical, vision and dental coverage, it shall give the Benefits 45 calendar days' notice (or if 45 days' notice is not possible, as much notice as is practical) to provide input before any changes to the plans are made.

15.3 Increase in Premiums - If the premiums for medical, dental, and vision insurance rise, the annual increase shall be borne as follows:

- To determine insurance premiums, the following approach will be used: CPM will engage a third-party vendor with the appropriate skills and experience to determine the rates for the monthly premium for Medical, Dental, and Vision coverage each year. These rates will be shared with the Benefits Committee.
- The Employer shall bear the first four percent (4%) of the increase and will not reduce the benefits overall if the increase is four percent (4%) or less;
- Any increase in excess of four percent (4%), after plan design changes or if no plan design changes are made, shall be borne by the employees.

15.4 Life Insurance, AD&D, STD, and LTD – The Employer will provide a basic life insurance policy an accidental death and dismemberment insurance plan, and short term and long-term disability insurance at no cost to employees. The terms of such plans shall be the same as those provided by the Employer to unrepresented employees.

15.5 401(k) Retirement Plan - Eligible bargaining unit employees shall be included in the Employer's 401(k) Retirement Plan program as described in the Employee Handbook and Summary Plan Description. There will be no mandatory employee contributions. Employee voluntary deferral to the 401(k) program, Employer matching of employee deferral, and vesting is detailed in the Employee Handbook and Summary Plan Description. Additionally, each Plan Year, the Board of Directors decides if a discretionary contribution to the Plan will be made on behalf of qualified employees. The annual discretionary contribution to the Plan for qualified employees is up to five percent (5%) of an employee's gross annual pay, plus five percent (5%) of pay in excess of the Social Security wage base. (Gross annual pay includes bonuses, commissions, shift differentials, overtime, and any pay the employee contributes to the 401(k) Retirement Plan). Any discontinuation or reduction of the discretionary contribution will be addressed at a regularly scheduled or special meeting of the Benefits Committee as referenced in Section 15.2 of this Agreement. The vesting schedule for the discretionary fund contributions is set forth in the Employee Handbook and Summary Plan Description.

Any proposed changes to the Employer's 401(k) Retirement Program are subject to the notice and conference provisions of Section 15.2 of this Agreement.

ARTICLE 16 – SENIORITY

16.1 Definition - Seniority shall be determined from the records of the Employer based on the latest employment date the employee commenced work at the Employer as a regular employee. In the event that two or more employees last commenced work as regular employees on the same date, then their seniority with respect to each other shall be determined from the records of the Employer based on total hours (excluding overtime hours) worked by each of them as supplemental employees. Leaves of absence approved by the Employer shall not affect seniority determinations hereunder.

16.1.A. Loss of Seniority/Employment - An employee's seniority and employment shall be lost for any of the following reasons:

- a) If the employee quits;
- b) If the employee is discharged for just cause;
- c) If the employee when on layoff fails to notify the Employer and report to work as required under Section 17.5 below, after having been notified of reinstatement by the Employer by certified mail, return receipt requested, to the employee's last known address;
- d) Layoff for twelve (12) consecutive months or longer;
- e) Failure to report for work upon the expiration of a leave of absence;

- f) Abandonment of position for three (3) working days or longer, absent mitigating circumstances as determined by the Employer provided the Employer's determination is not arbitrary or capricious.

ARTICLE 17 - LAYOFF AND REDUCTION

17.1 Layoff Definition - A Layoff shall be caused by the Employer's decision to reduce bargaining unit positions, including but not limited to via subcontracting (See Article 24) resulting in the separation of an employee. A Reduction shall mean a reduction in the number of full-time employees that causes a full-time employee to be reclassified as a part-time employee.

17.2 Notification - Where the Employer invokes a Layoff, the Employer will give written notice to the Union and affected employees at least twenty-five (25) calendar days in advance of the effective date of separation from employment. Where the Employer invokes a Reduction, the Employer will give written notice of such Reduction to the Union and seek volunteers as described in Section 17.3.A.1, at least twenty-five (25) calendar days in advance of the effective date of the Reduction. The Employer and Union agree to partner with and meet to try to avoid Layoffs and Reductions and to lessen the impact of the same.

17.3 Order of Layoff - When the Employer determines to conduct a Layoff within a particular classification, the Employer the Layoff shall first be of Supplemental employees, then Temporary employees and then probationary employees within such job classification. If further Layoff within the classification is necessary, seniority will prevail provided skills and performance are equal in the judgment of the Employer.

17.3.A. If the Employer determines that the number of full-time employees in a classification should be Reduced, it shall:

17.3.A.1. Ask for volunteers from the full-time employees in the classification to be re-classified as part-time employees. The Employer will attempt to accommodate its needs based on the volunteers, but may reject volunteers based on skills, ability, and availability.

17.3.A.2. If the Employer's staffing requirements are not met through volunteers, it shall select full-time employees for reclassification as part-time employees in inverse order of seniority, assuming skills, performance, and availability are equal.

17.4 Available Positions - An employee scheduled for Layoff from their present job will first be offered any vacant position within the bargaining unit, provided the employee is qualified for the vacant position in the judgment of the applicable supervisor and department manager. An employee laid off shall be placed on the Employer's list of Supplemental employees to be called when available, and if called, wage rates and benefits shall be negotiated in the same manner as other Supplemental employees. Working as a Supplemental shall not affect the employee's placement on the recall list. In addition to the terms which cover all Supplemental employees,

employees on the recall list working as Supplemental employees shall receive overtime as described in this Agreement, shall receive turnaround pay, pay for working on a holiday, shift differential, and the hours worked shall be counted toward seniority and benefit calculations. Further, the 960-hour limitation on Supplemental employees shall apply. If an employee experiencing Layoff from areas other than production, engineering or broadcast operations desire to work as Temporary employees as needed by the Employer, they shall notify the Employer of such desire. The Employer shall call such employees for temporary work before calling those not on the recall list, provided the employee is qualified for the position.

17.5 Recall List - The Employer agrees to place employees who have experienced Layoff on a recall list for a period of twelve (12) months from the date of layoff. If a position becomes available and the Employer determines to fill it, employees will be recalled to service in the classification from which they were laid off by order of their seniority. To be eligible for recall, the employee experiencing Layoff must keep the Employer informed of their current physical addresses electronically. The Employer's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail to the most recent physical addresses supplied by each laid off employees and contact by email. A laid off employee must notify the Employer in writing or email within ten (10) calendar days after such recall offer has been made by the Employer, and report to work at the time and place stated in the notice. Any employee failing to respond to the recall offer or failing to report to work when and where notified shall be deleted from the recall list. If there are two or more employees on the recall list with equal seniority and relatively equal capabilities to perform the duties of the position, the employee with the earliest date of Layoff shall be recalled. During the time an employee is on the recall list, the Employer may request that the employee verify their continuing interest in being recalled, but no more frequently than every three (3) months.

17.6 Severance – If a bargaining unit employee suffers a loss of employment because of a Layoff, the Employer will provide separation pay as follows: One (1) week of severance pay for each year of completed service up to nine (9) years of completed service, with a minimum of two (2) weeks of severance. An employee having completed ten (10) or more years of service shall receive two (2) weeks of severance pay for each year of service, up to a maximum of twenty-four (24) weeks of severance pay. A part-time employee shall receive severance pay on a pro-rated basis based on percentage of hours worked relative to Full Time Equivalent (FTE) at the time of their severance.

ARTICLE 18 - DISCIPLINE AND DISCHARGE FOR CAUSE

18.1 Counseling - The Employer will make a reasonable attempt to counsel employees prior to disciplinary action or dismissal for just cause. Except in those situations where discharge would be warranted without prior warning, no regular employee shall be discharged, suspended, or demoted without first receiving at least one (1) written warning.

18.2 Just Cause - The Employer may discipline or discharge any regular employee for just cause. The parties agree that included within the concept of just cause is the principle that disciplinary action should be corrective and progressive when appropriate, based upon the seriousness of the affected employee's conduct and/or job performance.

18.3 Notice - The employee shall be provided with a copy of all written warnings and more serious discipline, and the writing shall explain the basis for the action taken and shall advise the employee of their right to grieve the action.

18.4 Union Representative - The employee shall have the right to be accompanied by a Union representative, upon request by the employee, at any disciplinary meeting with supervision.

18.5 Right to Appeal - An employee who believes that they have been disciplined without just cause may appeal such action through the Grievance Procedure herein.

ARTICLE 19 - HEALTH AND SAFETY

19.1 Policy - The Employer shall comply with applicable federal and state health and safety legislation and regulations.

19.2 Safety - All work shall be performed in conformity with applicable safety standards. Employees are encouraged to immediately report any unhealthy or unsafe working conditions to their supervisor. No employee shall be disciplined for reporting any such condition nor be required to work or operate equipment when they have reasonable grounds to believe such action would result in imminent danger to life or safety

19.3 Responsibilities for Vehicles - The Employer is responsible for owned, leased or rented vehicles with regards to their maintenance so as to assure such vehicles are safe for operation. The Employer assumes responsibility and liability only for actions which are taken against an employee's driver's license as a result of citations for unsafe vehicles owned, leased or rented by the Employer. The employee is responsible for inspecting the vehicles used and reporting immediately any unsafe conditions. Employees must adhere to the Vehicle Use and Safety Policy.

ARTICLE 20 - TRAVEL/WORK AWAY FROM PRINCIPAL DUTY STATION

20.1 Travel to Alternative Work Site - A bargaining unit employee who is required by the Employer to travel to a place of work other than their regularly assigned duty station shall be reimbursed for eligible travel costs, in accordance with the Employer's Expense Reimbursement and Travel and Entertainment Expenses Policy. Reimbursements are processed on the same pay date as the pay period for which they were submitted.

20.1.A. The Employer shall decide whether the employee shall report directly to the alternative work site or to their regular duty station first. Whenever an employee is required to report for work at their regularly assigned duty station prior to traveling to a temporary duty station, work time computation shall commence at the time of reporting to the regularly assigned duty station. In such cases, time spent traveling is considered time worked. If the employee is assigned to report directly to the alternative work site, only the difference in commute time from the employee's regular commute shall be considered time worked, provided that the difference is greater than 30 minutes. All time

worked in travel/work away from the principal duty station will be paid in accordance with all Articles of this agreement and the Employer's travel and expense reimbursement policy.

20.2 Terms of Travel –

20.2.A. Unless provided for in this Article, the terms of this Agreement shall apply to travel and travel work. In addition, where not expressly covered by this Agreement, the Employer's Expense Reimbursement and Travel and Entertainment Expenses Policy shall apply. As changes are made in the Employer's travel and expense reimbursement policy, the changes shall be applied to the bargaining unit.

20.2.B. It is the intent of the Employer to provide safe and clean travel, and, where necessary, lodging arrangements, for employees assigned to travel. The mode of travel selected shall consider whether employees are carrying the Employer's equipment.

20.2.C. Time spent preparing equipment for travel and loading the Employer's equipment into vehicles shall be considered time worked. Likewise, time spent unloading and stowing the Employer's equipment shall be considered time worked.

20.2.D. When an employee is assigned to travel by air, the Employer shall pay for luggage charges for the Employer's equipment, or in the alternative, for luggage charges for the employee's luggage if the Employer's equipment counts as a carry on to the plane.

20.2.E. Rest periods and meal breaks, as described in this Agreement, shall be provided to the employee when performing work at an alternative work site. However, if a meal is provided at the work site, the meal break shall be considered a thirty (30) minute, paid meal break, and shall not incur the penalty of an omitted meal break.

20.2.F. For overnight travel, time spent traveling on days off shall be paid as required by the FLSA.

20.2.G. Employees shall take reasonable precautions to protect the Employer's equipment when traveling. If reasonable precautions are taken, the employee shall not be held responsible for damage to or theft of the equipment.

20.2.H. Employees offered production work away from their principal work station that requires an overnight stay, may decline such work.

20.3 Required Training, Conference, and Conventions - If the Employer requires the employee to attend training classes, conferences, or conventions, all fees and related costs will be paid by the Employer. All travel costs will be reimbursed in accordance with the Employer's Expense Reimbursement and Travel and Entertainment Expenses Policy. Required attendance at training classes, conferences, and conventions which are outside of regular working hours and which are work related is considered "paid-time training" and constitutes time worked.

ARTICLE 21 - SAVINGS CLAUSE

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Union shall promptly enter into collective bargaining for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is understood that recognition of such obligation of continuous service is imposed upon both the employees and the Union. It is therefore agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees, and (b) neither the Union, the employees, nor their agents or other representatives shall participate in any way in any strike, including any sympathy strikes, picketing, walkouts, slowdown, boycott or any other interference with the operations of the Employer, nor shall any employee in this bargaining unit refuse to cross a picket line established against the Employer. Any employee who is found to have violated this Article shall be subject to immediate discipline, including possible discharge.

ARTICLE 23 - USE OF FACILITIES

23.1 Bulletin Boards - A bulletin board in the lunchroom will be provided by the Employer for the posting of official Union notices.

23.2 Meeting Room - The Union shall be permitted to use a designated room in the Employer's facility for meetings, provided advance notice is given by the Union to the Vice President of Human Resources or designee and appropriate space is available on the date requested. The Employer will endeavor to provide an alternative meeting space if a schedule conflict should arise where there is any reason to believe that any other use, disruption, or interference during the duration of the scheduled period of use may occur.

23.3 Union Business Leave Time - Employees who request and are approved by their supervisor to absent themselves from work for the purpose of attending and participating in Union business such as meetings, conventions, seminars or other meetings called by the Union, may use accrued vacation time, use the personal holiday if eligible, take a leave of absence without pay.

23.4 Email, Phone and Voice Mail- Employees shall be permitted incidental usage of the Employer's email, phone, and voice mail systems for union-related communications, provided that the usage does not interfere with productivity or delay work. All such usage is subject to the terms of the Employer's technology policies.

ARTICLE 24 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

24.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. Therefore, except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, the Union recognizes the right of the Employer to operate and manage the station facilities, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add or delete positions; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to subcontract or discontinue work for economic or operational reasons; to select and hire employees; to transfer employees; to promote and demote employees; to discipline and/or discharge employees for cause; to lay off employees for lack of funds or work, and to recall employees; to require reasonable overtime work of employees; to promulgate rules, regulations and personnel policies, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

24.2 Subcontracting

The Employer agrees to give the Union at least sixty (60) days advance written notice of its preliminary decision to contract out work covered by Article I of this Agreement. The Employer, upon request, will meet with the Union within two (2) weeks of the written notice to begin good faith discussions related to the subcontracting. "Subcontracting," as used in this Agreement, means the contractual engagement by the Employer of a third party to perform work performed by CPM bargaining unit employees. Any programming produced by a third party and licensed to CPM shall not constitute subcontracting under this Article 24.2.

24.2.A. The Employer shall meet and confer with the Union and provide relevant information concerning the subcontracting, including but not limited to the reason, need, financial impact (if any), affected work and affected employees, alternatives considered and other relevant factors as may be requested by the Union.

24.2.B. The Employer agrees to engage in good faith discussions of options and needs regarding its notification of intent to subcontract. These discussions will include but are not limited to any Union proposed options and reasonable alternatives that could meet the Employer's primary needs, and potential options with subcontractors. This agreement to meet and consider the Union recommended alternatives is not intended to create a duty to bargain over the decision or effects of the decision, nor serve as a waiver by the Union of the right to bargain over the decision or effects of the decision, where the rights would otherwise exist.

24.2.C. The good faith discussions referenced above will commence upon the Employer's written notification in Article 24.2, above. Thereafter, the parties will meet with sufficient regularity and for such duration as to afford good faith bargaining, but not so as to interfere with the Employer's right to manage its business, recognizing that time is of the essence. This language does not affect the application of Article 17 of this Agreement.

24.3 Volunteers – The Employer may use volunteers for bargaining unit work in areas such as member services, development, management of phone volunteers, assisting producers, workshops, and special events in order to supplement the existing workforce on a temporary (including intermittent) basis. The Employer may also continue its current practice with respect to interns. The Union reserves the right to grieve the use of volunteers, and interns outside these areas.

ARTICLE 25 - COMPLETE AGREEMENT

The parties hereto have had an opportunity to raise and discuss all bargainable subjects leading to the adoption of this Agreement. Therefore, the parties hereto for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by mutual consent of the parties in writing at any time during its term.

ARTICLE 26 - JOINT UNION-MANAGEMENT COMMITTEE

26.1 Committee Purpose and Membership - A joint Union-Management Committee is hereby established to provide a forum for communications between the two parties and to deal with matters of general employee/Union and Employer concern. The Committee's function will be limited to an advisory capacity and shall not include any decision making or collective bargaining authority.

26.1.A. Committee membership shall consist of three (3) bargaining unit employees and a Union staff representative and four (4) Employer representatives to include the Vice President of Human Resources or designee.

26.2 Meetings - Committee meetings may be scheduled quarterly at the request of either party, but need not be held if there are no written agenda submitted to the other party one (1) week prior to the established meeting date. Committee meetings in addition to the quarterly meetings may be scheduled if agreed to by the Employer and the Union. Committee meetings shall be held during the Employer's business hours and shall be considered paid time for the bargaining unit employees participating in the meeting.

26.3 Limitations - Committee meeting topics shall be limited to subjects of group rather than individual concern, and the Committee shall not discuss grievances properly processed under Article 16 of this Agreement. Further, it is not intended that this Article 26 obligates either party to negotiate on any matters covered by this Agreement, nor to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

ARTICLE 27 – DURATION

Term of Agreement - The effective date of this Agreement shall be the date of signing and shall continue in full force and effect through June 30, 2028. Should either party desire to amend or terminate this agreement, said party shall serve the other with written notice not less than sixty (60) calendar days prior to the termination date. Should such timely notice be served, bargaining shall commence at a date which will be mutually agreed upon by the parties.

Cascade Public Media (KCTS 9)

Signed this 12 day of July 2023



Carole Williams
Vice President of Human Resources

IBEW Local 46


Signed this 11 day of July 2023




Sean Bagsby
Business Manager, IBEW Local 46

ADDENDUM A – MEMORANDUM OF UNDERSTANDING

Health Savings Account: Should Cascade Public Media management, in the exercise of its discretion, decide in good faith and after considering reasonable alternatives, to discontinue the Health Savings Account or to reduce the discretionary employer contributions, the matter will be addressed at a regularly scheduled or special meeting of the CPM Benefits Committee as referenced in Section 15.2 of the Agreement. Any proposed changes to the Health Savings Account are subject to the notice and conference provisions of Section 15.2 of the Agreement.

Approved: 
Carole Williams
Vice President of Human Resources

Date: 12 July 2023

Approved: 
Sean Bagsby
Business Manager, IBEW Local 46

Date: 7-11-2023

ADDENDUM B – MINIMUM WAGE

Job Title	Year	Minimum	105% of Min.	110% of Min.
Receptionist	2023	\$21.00	\$22.05	\$23.10
	2024	\$21.53	\$22.60	\$23.68
	2025	\$21.96	\$23.05	\$24.15
	2026	\$22.39	\$23.51	\$24.63
	2027	\$22.95	\$24.10	\$25.25
Receptionist Scheduler	2023	\$22.00	\$23.10	\$24.20
	2024	\$22.55	\$23.68	\$24.81
	2025	\$23.00	\$24.15	\$25.30
	2026	\$23.46	\$24.63	\$25.81
	2027	\$24.05	\$25.25	\$26.45
Donor Relations Assistant	2023	\$23.00	\$24.15	\$25.30
	2024	\$23.58	\$24.75	\$25.93
	2025	\$24.05	\$25.25	\$26.45
	2026	\$24.53	\$25.75	\$26.98
	2027	\$25.14	\$26.40	\$27.65
Planned Giving Assistant	2023	\$23.00	\$24.15	\$25.30
	2024	\$23.58	\$24.75	\$25.93
	2025	\$24.05	\$25.25	\$26.45
	2026	\$24.53	\$25.75	\$26.98
	2027	\$25.14	\$26.40	\$27.65
Facilities Tech	2023	\$24.00	\$25.20	\$26.40
	2024	\$24.60	\$25.83	\$27.06
	2025	\$25.09	\$26.35	\$27.60
	2026	\$25.59	\$26.87	\$28.15
	2027	\$26.23	\$27.55	\$28.86
Sponsorship Project Broadcast	2023	\$25.00	\$26.25	\$27.50
	2024	\$25.63	\$26.91	\$28.19
	2025	\$26.14	\$27.44	\$28.75
	2026	\$26.66	\$27.99	\$29.33
	2027	\$27.33	\$28.69	\$30.06
Sponsorship Project Digital	2023	\$25.00	\$26.25	\$27.50
	2024	\$25.63	\$26.91	\$28.19
	2025	\$26.14	\$27.44	\$28.75

	2026	\$26.66	\$27.99	\$29.33
	2027	\$27.33	\$28.69	\$30.06
Job Title	Year	Minimum	105% of Min.	110% of Min.
AR Specialist	2023	\$25.50	\$26.78	\$28.05
	2024	\$26.14	\$27.44	\$28.75
	2025	\$26.66	\$27.99	\$29.33
	2026	\$27.19	\$28.55	\$29.91
	2027	\$27.87	\$29.27	\$30.66
AP Specilaist	2023	\$25.50	\$26.78	\$28.05
	2024	\$26.14	\$27.44	\$28.75
	2025	\$26.66	\$27.99	\$29.33
	2026	\$27.19	\$28.55	\$29.91
	2027	\$27.87	\$29.27	\$30.66
Media Specialist	2023	\$27.00	\$28.35	\$29.70
	2024	\$27.68	\$29.06	\$30.44
	2025	\$28.23	\$29.64	\$31.05
	2026	\$28.79	\$30.23	\$31.67
	2027	\$29.51	\$30.99	\$32.46
Production Tech III	2023	\$28.00	\$29.40	\$30.80
	2024	\$28.70	\$30.14	\$31.57
	2025	\$29.27	\$30.74	\$32.20
	2026	\$29.86	\$31.35	\$32.85
	2027	\$30.61	\$32.14	\$33.67
Broadcast Equip Tech	2023	\$34.00	\$35.70	\$37.40
	2024	\$34.85	\$36.59	\$38.34
	2025	\$35.55	\$37.32	\$39.10
	2026	\$36.26	\$38.07	\$39.88
	2027	\$37.16	\$39.02	\$40.88
Broadcast Systems Tech	2023	\$34.00	\$35.70	\$37.40
	2024	\$34.85	\$36.59	\$38.34
	2025	\$35.55	\$37.32	\$39.10
	2026	\$36.26	\$38.07	\$39.88
	2027	\$37.16	\$39.02	\$40.88

ADDENDUM C – MEMORANDUM OF UNDERSTANDING

The Following are job classifications historically recognized as bargaining unit positions which have been removed from Article 1 – Recognition but which will be added to the collective bargaining agreement in the event the Employer reinstates the classifications:

Accounting Assistant
Accounts Payable Lead
Accounts Receivable Lead
Administrative Assistant
Assistant to Scheduling Coordinator
Audio Technician
Broadcast Specialist
Broadcast Technician
Broadcast Technician III/Operational Lead
Cash Receipts Assistant
Check Processor/Accounting Assistant
Customer Services Representative
Development Assistant
Donor & Audience Relations Coord.
Donor & Audience Relations Rep.
Donor Communication Specialist
Engineering Technician
Facilities Services Assistant
Mailroom Assistant
Maintenance Technician II & III
Learning Services Assistant
Media Librarian/Archivist
Member Services Assistant
Member Services Representative
Member Services Representative Lead
Outreach Assistant
Post Production Technician
Production Assistant
Production Technician II
Traffic Specialist
Traffic Specialist II
Underwriting Assistant
Underwriting Coordinator
Unit Manager
Viewer Services Representative
Viewer Services Representative Lead

Approved: _____

Carole Williams

Date: 12 July 2013

Vice President of Human Resources

Approved: 
Sean Bagsby
Business Manager, IBEW Local 46

Date: 7-11-2023