

AGREEMENT

By and Between

**CASCADE PUBLIC MEDIA (KCTS) and INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 46
Date of signing – June 30, 2021**

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AGREEMENT
by and between
CASCADE PUBLIC MEDIA (CPM)
and
IBEW, LOCAL 46

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.

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 its facility currently located at 401 Mercer Street, Seattle, Washington, and its transmitter site at 1611 18th Ave., Seattle, Washington 98122, and its remote truck(s) and its satellite uplink truck and production van, in the following job classifications:

Accounting Assistant	Maintenance Technician
Accounts Payable Lead	Accounts Receivable Lead
Broadcast Technician	Production Technician
Broadcast Technician III/Operational Lead	Receptionist
Check Processor/Accounting Assistant	Schedule Coordinator
Development Assistant	Traffic Specialist
Donor & Audience Relations Rep.	Underwriting Coordinator
Donor & Audience Relations Coord.	
Facilities Technician	

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, 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 **Dues Deduction** - The Employer agrees to conduct a dues check-off payroll deduction from such Employees as state their desire in writing to the Employer, such payroll deductions to be withheld on a regular monthly basis and remitted to the Union periodically as agreed to by both parties, through and including June 30, 2020. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wages of such employee. Article 3.2 shall cease to be effective on June 30, 2020.

3.2.A. **Remittance of Dues** - The Employer shall remit to the Union monthly all bargaining unit dues deducted for the preceding month.

3.2.B. Monthly Listing - The Employer shall provide the Union with a monthly listing of all employees in the bargaining unit with Union dues deductions for that month.

3.3 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.

3.4 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 three (3) 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 Human Resources Director of his/her 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.

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, he/she 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 General Manager or Designee - In the event the employee is not satisfied with the reply in Step Two, he/she 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 Director 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 his/her 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, he/she 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 not more than thirty-nine (39) 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, 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 contract. 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.

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. For five (5) day work week schedules (referred to as a 5/8 week), the Employer shall, except during pledge programming, provide at least 48 consecutive hours off. During pledge programming, the Employer shall make a reasonable effort to provide 48 consecutive hours off. 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 his/her 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 his/her 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 does not get 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 during pledge 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), he/she 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), he/she 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.

7.2.C. 5/8 - 4/10 Meal Break Conflicts - In the case of two or more employees assigned to the same production, post-production or transmission team, where said employees normally work on both a 5/8 and a 4/10 work week, the meal break provisions for all employees assigned to such team shall be those provisions in 7.2, 7.2.A and 7.2.B which are applicable to the majority of employees constituting such team. If employees of different work week schedules are equally divided, the meal break provisions in 7.2 and 7.2.A for the 5/8 work week shall apply.

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 fixed 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 has already worked in excess of forty hours in a workweek (including sick leave pay and fixed holidays for the purposes of this paragraph) and begins a new workday, or when a 5/8 employee is working on a fixed 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 has already worked in excess of forty hours in a workweek (including sick leave pay and fixed holidays for the purposes of this paragraph) and begins a new workday, or when a 4/10 employee is working on a fixed 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 has already worked in excess of thirty-six hours in a workweek (including sick leave pay and fixed holidays for the purposes of this paragraph) and begins a new workday, or when a 3/12 employee is working on a fixed 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)

EXCEPTION TO THE ABOVE RATES: During KCTS pledge programming, all applicable overtime hours worked on live studio pledge productions will be paid at the rate of time and one-half.

7.3.B.1. Whenever overtime work is required, the Employer shall determine the employees needed to work overtime on the basis of their relevant experience and availability. Overtime shall be distributed as equitably as possible among qualified employees.

7.3.B.2. Employees shall receive monetary payment as compensation for overtime worked; however, upon mutual agreement, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment. All compensatory time must be used in the same pay period in which it is earned.

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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her first one hundred eighty (180) days of employment. During the evaluation process, the employee's immediate supervisor shall counsel him/her 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 continue to 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. Performance management procedures are set forth in Addendum A of this Agreement.

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 Human Resources Director, the employee or Union representative shall have access to the employee's personnel file for review. Prior to such review, the Human Resources Director or designee may remove any letters of confidentiality from a third party. The employee shall have the right to have placed in his/her 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 face to face contact, a live telephone conversation or an email message, and a voice mail message on the number designated by the employee in HR Information System.

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 home 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 home 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) compensatory day to be used in the same pay period in which it is earned or within two weeks of accrual.

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.

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 his/her 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 with the Director of Human Resources. However, previous KCTS 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 – Effective the first full pay period after the date of ratification, all employees in the bargaining unit shall receive an increase to their base wage rate of six percent (6%). In addition, effective the first full pay period after the date of ratification, each wage minimum will be adjusted upward by six percent (6%).

Effective July 1, 2019, all employees in the bargaining unit shall receive an increase to their base wage rate of one and one-half percent (1.50%). In addition, on July 1, 2019, each wage minimum will be adjusted upward by one and one-half percent (1.50%).

Effective July 1, 2020, all employees in the bargaining unit shall receive an increase to their base wage rate of one and one-half percent (1.50%). In addition, on July 1, 2020, each wage minimum will be adjusted upward by one and one-half percent (1.50%).

Ratification bonus: For bargaining unit employees employed by CPM as of the date of ratification, and who are also employed by CPM as of the date of payout, the Employer will pay a ratification bonus of two thousand dollars (\$2,000.00), to be payable the first full pay period following the date of signing.

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. No employee shall suffer any loss of compensation as the result of the execution of this 2018 – 2021 Agreement.

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 his/her 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 his/her 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. Independence Day
6. Labor Day
7. Thanksgiving
8. The day after Thanksgiving
9. Christmas
10. The working day before Christmas
11. 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. A part time employee who works the same days each week and who qualifies for holiday pay shall be paid the number of hours that the employee would ordinarily have been scheduled for on such day, at straight time.

11.1.A.1. A part-time employee who works a fluctuating schedule 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, he/she 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 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 his/her 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.

12.2 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.

12.3 Those employees who, as of the effective date of this Agreement, have more than 480 hours of sick leave accrued shall retain the hours in excess of 480 as Extended Sick Leave. Thereafter, such employees shall participate in the sick leave program as described above in Section 12.1, including the maximum of 480 hours. No additional hours will be added to Extended Sick Leave.

Extended Sick Leave may be used:

To supplement Short-Term and/or Long-Term Disability benefits, up to 100% of pay. If an employee is on Long-Term Disability and his/her employment relationship with the Employer ceases because the employee is no longer expected to return to work as a result of the disability, any remaining Extended Sick Leave hours shall be paid to the employee or the employee's estate.

For the purposes and under the conditions described in Section 12.4.

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. A technical department employee unable to report to work due to illness or injury shall be required to call the phone number designated by his/her supervisor no later than two (2) hours before the start of his/her shift. Receptionist employees unable to report to work due to illness or injury must call the phone number designated by their supervisor as soon as they are aware that they cannot report to work. All other employees unable to report to work due to illness or injury must call the phone number designated by their supervisor no later than 8:30 a.m. Failure to provide notice as required by this paragraph may result in the loss of paid sick leave for that day. The Employer shall give consideration to extenuating circumstances that would make such notice requirements impossible.

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. 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/Optical 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 optical appointments of the employee or his/her 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 he/she 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 If the Employer makes a change to the accrual rate of sick leave or the maximum amount of accrual for unrepresented employees, either party may request to bargain over solely those issues. Both parties shall commence bargaining the specific provisions in Article 12 that determine accrual rate of sick leave or the maximum amount of accrual of sick leave for bargaining unit employees. 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 Family and Medical Leave Act of 1993 (FMLA) and Washington State law regarding leaves. To the extent this Agreement or the Employer's policies provide greater rights than the FMLA or State law, the provision that gives the employee the most beneficial right(s) shall be in effect.

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, paid sick or disability leave, or educational meetings at the Employer's request.

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 his/her 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 provide the following types of leave:

FMLA and corresponding state law for medical leave, family medical leave, parental leave, pregnancy disability, and family participation in military activities;

Military Leave;

Jury Duty; and

Bereavement Leave.

The terms of the leaves provided 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 his/her former or comparable position and at the same wage level and benefits held prior to the leave, unless the employee's position has been eliminated in the interim.

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 Health & Retirement 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. Health and Retirement Committee membership shall consist of two bargaining unit employees and four non-bargaining unit employees below the rank of director. 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 one year. A Union staff representative and the Chief Financial and Administrative Officer or designee shall act as advisors to the Committee.

As soon as is practical but no later than September of each year, the Health & Retirement Committee shall meet monthly through the beginning of open enrollment to review and make recommendations to management regarding the station's medical, dental and vision insurance plans, renewal options, new plan options, trending, costs, benefit design changes and wellness. 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 Health & Retirement Committee 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:

- The Employer shall bear the first four percent (4%) 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.

15.3.A. To determine the amount of increase in the premiums, the following calculation shall be used: total cost of Year One January monthly premium for Medical, Dental, and Vision, divided by the total number of employees enrolled in January, in all three categories equals the average cost of premium per employee. Based on projected costs for January of Year Two, the same calculation will be made and compared to Year One average cost.

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 target annual discretionary contribution to the Plan for qualified employees is 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 Health & Retirement 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 17.6 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 twenty-four (24) 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

17.1 Layoff Definition - A Layoff shall be caused by the Employer's decision to reduce bargaining unit positions 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 decides to lay off bargaining unit employees that will result in the separation of an employee, the Employer will give written notice of such layoffs to the affected employees at least twenty-five (25) working days in advance of the effective date of layoff. Where the Employer decides on a reduction in bargaining unit positions, the Employer will give written notice of such layoff and seek volunteers as described in Section 17.3.A.1, above at least ten (10) working days in advance of the effective date. The Employer agrees to advise the Union of layoffs and Reductions affecting bargaining unit employees.

17.3 Order of Layoff - When the Employer determines to conduct a Layoff within a particular classification, the Employer shall first lay off supplemental employees, temporary employees and then probationary employees within such job classification. If further layoffs within the classification are 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.

17.3.A.3. As additional hours become available, they shall be shared equitably between full-time employees who have been reclassified as part-time, subject to skills, ability, and availability.

17.4 Available Positions - An employee scheduled to be laid off from his/her 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 laid off employees in 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 been laid off on a recall list for a period of twenty-four (24) 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. In order to be eligible for recall, laid off employees must keep the Employer informed of their current addresses in writing. The Employer's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail to the most recent addresses supplied by laid off employees. A laid off employee must notify the Employer in writing within ten (10) calendar days after such recall offer has been mailed 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 his/her continuing interest in being recalled, but no more frequently than every three (3) months.

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 his/her 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 he/she has 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 he/she has reasonable grounds to believe such action would result in immediate 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.

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 his/her regularly assigned duty station shall be reimbursed for eligible travel costs, in accordance with the Employer's travel and expense reimbursement policy, within ten (10) working days after receipt submittal. If the bargaining

unit employee was issued an advance, he/she will be required to return any portion of the advance remaining after all allowable expenses have been accounted for within ten (10) working days of the date of return or purchase of specified item, whichever is later.

20.1.A. The Employer shall decide whether the employee shall report directly to the alternative work site or to his/her regular duty station first. Whenever an employee is required to report for work at his/her 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 travel and expense reimbursement 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 travel and expense reimbursement 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 Director 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, or use compensatory time in the same pay period in which it was earned.

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

At the time of the ratification of this Agreement, it is understood that the Employer has no pending plan to subcontract work of bargaining unit employees. The Employer agrees to give the Union at least sixty (60) days advance written notice of its preliminary decision to contract out work that would foreseeably result in the layoff of bargaining unit employees. 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, which directly causes the layoff of bargaining unit

employee(s). 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 and work-study students. The Union reserves the right to grieve the use of volunteers, interns, and work-study students 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 Director of Human Resources or designee.

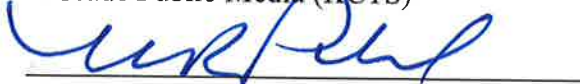
26.2 Meetings - Committee meetings shall be scheduled quarterly at a regularly scheduled time (i.e. the 3rd Tuesday of the month @ 11:00 am), but may be cancelled one (1) week prior to meeting date if there are no written agenda items submitted to the other party for discussion by that date. Committee meetings shall be held during the Employer's business hours. Employee members shall be on paid release time for meeting attendance; however, meeting times are not construed as work time and no overtime shall be claimed or paid for meetings attended outside the employee members' regular working hours.

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, 2021. 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)



Michell Pihl
Chief Financial and Administrative Officer

Signed this 5th day of September 2018

IBEW Local 46



Bud Allbery
IBEW Local 46, Business Manager

Signed this 4 day of September 2018

ADDENDUM A – PERFORMANCE MANAGEMENT PROCESS

A performance appraisal process will take place annually to evaluate the quality of each employee's individual performance.

Performance Plan:

At the beginning of each review cycle, after an employee has successfully passed his/her probationary period, received a promotion, or job reclassification, each employee and the respective manager will meet to develop a performance plan for the fiscal year that will include the following elements:

- Core Competencies
- Job Competencies
- Key Job Responsibilities
- Personal Job Goals

Before identifying Personal Job Goals, each work group will conduct at least one meeting to which all work group employees will be invited. At the meeting, work group management will present station and group goals for the coming fiscal year, as well as other strategic initiatives and expectations that will affect members. The purpose of the meeting is to help the work group and employees understand and discuss station and departmental goals and strategic initiatives and to align Personal Job Goals with the expectations of the work group.

Following the meeting, the employee and supervisor shall develop each employee's Personal Job Goals. If requested by the employee, the supervisor shall first suggest such goals. Goals may be modified as necessary through the fiscal year through consultation with the employee's supervisor. The process does not require a set number of goals each time; the number and content of the goals will be determined by work group needs, personal skill, and work flow development.

Performance Execution

During the review cycle, managers will communicate with employees regarding their ongoing performance. Employees will be responsible for completing the performance plan.

Performance Assessment and Review

Employees will complete a self-assessment of their performance by the end of the period. Managers will then prepare an assessment of the employee's performance and conduct an annual assessment meeting.

If an employee acquires significant permanent additional duties as a result of Personal Job Goals, upon request of the employee or the Union, the matter shall be referred to the Joint Union Management Committee. The request shall be reasonably prompt after the employee believes that significant permanent duties have been added. The Committee shall consider whether a

change to the employee's job description and/or salary is warranted, the issues shall be referred to bargaining between the Employer and the Union for final determination.

ADDENDUM B – MINIMUM WAGE

Effective Upon Ratification

<u>Job Title</u>	<u>Minimum Rate</u>	<u>105% of Minimum Rate</u>	<u>110% of Minimum Rate</u>
Accounts Payable Lead	\$20.77	\$21.80	\$22.84
Accounts Receivable Lead	\$20.77	\$21.80	\$22.84
Broadcast Technician II	\$23.07	\$24.22	\$25.37
Broadcast Technician III	\$24.79	\$26.03	\$27.27
Check Processor/Accounting Assistant	\$18.07	\$18.98	\$19.88
Development Assistant	\$17.98	\$18.88	\$19.78
Donor and Audience Relations Coordinator	\$23.87	\$25.06	\$26.25
Donor and Audience Relations Representative	\$20.40	\$21.42	\$22.44
Facilities Technician	\$17.98	\$18.88	\$19.78
Maintenance Technician II	\$29.57	\$31.05	\$32.53
Maintenance Technician III	\$30.95	\$32.50	\$34.05
Production Tech II	\$23.07	\$24.22	\$25.37
Production Tech III	\$24.79	\$26.03	\$27.27
Receptionist	\$14.62	\$15.35	\$16.08
Schedule Coordinator	\$18.35	\$19.27	\$20.18
Traffic Specialist	\$18.35	\$19.27	\$20.18
Traffic Specialist II	\$21.98	\$23.08	\$24.18
Underwriting Coordinator	\$17.98	\$18.88	\$19.78

Effective July 1, 2019

<u>Job Title</u>	<u>Minimum Rate</u>	<u>105% of Minimum Rate</u>	<u>110% of Minimum Rate</u>
Accounts Payable Lead	\$21.08	\$22.13	\$23.18
Accounts Receivable Lead	\$21.08	\$22.13	\$23.18
Broadcast Technician II	\$23.41	\$24.58	\$25.75
Broadcast Technician III	\$25.17	\$26.42	\$27.68
Check Processor/Accounting Assistant	\$18.34	\$19.26	\$20.18
Development Assistant	\$18.25	\$19.16	\$20.07
Donor Communication Specialist	\$21.08	\$22.13	\$23.18
Donor and Audience Relations Coordinator	\$24.23	\$25.44	\$26.65
Donor and Audience Relations Representative	\$20.71	\$21.74	\$22.78
Facilities Technician	\$18.25	\$19.16	\$20.07
Maintenance Technician II	\$30.02	\$31.52	\$33.02
Maintenance Technician III	\$31.42	\$32.99	\$34.56
Production Tech II	\$23.41	\$24.58	\$25.75
Production Tech III	\$25.17	\$26.42	\$27.68
Receptionist	\$14.84	\$15.58	\$16.32
Schedule Coordinator	\$18.62	\$19.56	\$20.49
Traffic Specialist	\$18.62	\$19.56	\$20.49
Traffic Specialist II	\$22.31	\$23.43	\$24.55
Underwriting	\$18.25	\$19.16	\$20.07

Effective July 1, 2020


<u>Job Title</u>	<u>Minimum Rate</u>	<u>105% of Minimum Rate</u>	<u>110% of Minimum Rate</u>
Accounts Payable Lead	\$21.39	\$22.46	\$23.53
Accounts Receivable Lead	\$21.39	\$22.46	\$23.53
Broadcast Technician II	\$23.76	\$24.95	\$26.14
Broadcast Technician III	\$25.54	\$26.82	\$28.10
Check Processor/Accounting Assistant	\$18.62	\$19.55	\$20.48
Development Assistant	\$18.52	\$19.45	\$20.37
Donor Communication Specialist	\$21.39	\$22.46	\$23.53
Donor and Audience Relations Coordinator	\$24.59	\$25.82	\$27.05
Donor and Audience Relations Representative	\$21.02	\$22.07	\$23.12
Facilities Technician	\$18.52	\$19.45	\$20.37
Maintenance Technician II	\$30.47	\$31.99	\$33.51
Maintenance Technician III	\$31.89	\$33.48	\$35.08
Production Tech II	\$23.76	\$24.95	\$26.14
Production Tech III	\$25.54	\$26.82	\$28.10
Receptionist	\$15.06	\$15.81	\$16.57
Schedule Coordinator	\$18.90	\$19.85	\$20.79
Traffic Specialist	\$18.90	\$19.85	\$20.79
Traffic Specialist II	\$22.65	\$23.78	\$24.91
Underwriting Coordinator	\$18.52	\$19.45	\$20.37

ADDENDUM C – MEMORANDUM OF UNDERSTANDING

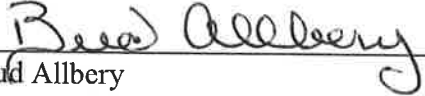
The parties to this memorandum agree that all UW employees assigned to KCTS prior to the license transfer date who accept employment with the KCTS Association on or before June 30, 1989 will receive full credit for the following:

- accrued vacation and sick leave
- seniority

With regard to seniority, employees will receive credit for time employed at KCTS, both before and after the license transfer date.

Approved: 
Mitchell Pihl
Chief Financial and Administrative Officer

Date: 9/5/18

Approved: 
Bud Allbery
Business Manager, IBEW Local 46

Date: 9-4-2018

ADDENDUM D – MEMORANDUM OF UNDERSTANDING


1. If a bargaining unit employee suffers a loss of employment because of a layoff resulting from the application of Article 24.2-Subcontracting, the Employer will provide separation pay in the amount of one (1) week per year of completed service, with a minimum separation pay of two (2) weeks, and maximum separation pay of twelve (12) weeks, pro-rated by the employees assigned hours (full-time, part-time) based on a forty (40) hour workweek. Example: A full-time employee with ten (10) years of completed service shall receive ten (10) weeks of separation pay. A part-time employee with ten (10) years of completed service assigned to work twenty-four (24) hours per week shall receive the equivalent of six (6) full-time weeks of separation pay (.6 x ten (10) weeks).

2. Enhanced separation pay for the period from the date of ratification through June 29, 2021:

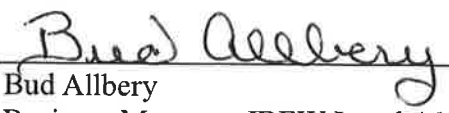
If a bargaining unit employee suffers a loss of employment because of a layoff resulting from the application of Article 24.2-Subcontracting between the date of signing of the 2018 - 2021 collective bargaining agreement through and including June 29, 2021, the following separation pay formula will apply:

The Employer will provide separation pay in the amount of two (2) weeks per year of completed service, with a minimum separation pay of four (4) weeks, and maximum separation pay of twenty-four (24) weeks, pro-rated by the employees pay status (full-time, part-time) based on a forty (40) hour workweek. Example: A full-time employee with ten (10) years of completed service shall receive twenty (20) weeks of separation pay. A part-time employee with ten (10) years of completed service assigned to work twenty-four (24) hours per week shall receive the equivalent of twelve (12) full-time weeks of separation pay (.6 x twenty (20) weeks). Beginning June 30, 2017, the separation pay formula contained in paragraph 1, above, shall apply.

3. The Employer and the Union agree that they waive any additional effects bargaining over separation pay should a layoff occur resulting from the application of Article 24.2-Contracting Out. The Union and the Employer reserves their rights with regard to effects bargaining over matters other than separation pay.

Approved: 
Michell Pihl
Chief Financial and Administrative Officer


Date: 7/5/18

Approved: 
Bud Allbery
Business Manager, IBEW Local 46

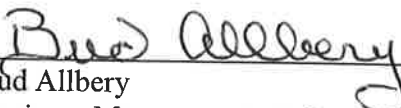
Date: 9-4-2018

ADDENDUM E – MEMORANDUM OF UNDERSTANDING

Health Savings Account: Should KCTS 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 KCTS Health & Retirement 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: 
Michell Pihl
Chief Financial and Administrative Officer

Date: 9/5/18

Approved: 
Bud Allbery
Business Manager, IBEW Local 46


Date: 9-4-2018

ADDENDUM F – 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:

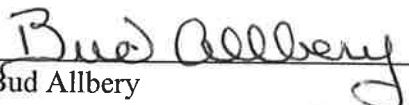
Audio Technician
Administrative Assistant
Assistant to Scheduling Coordinator
Broadcast Specialist
Cash Receipts Assistant
Customer Services Representative
Donor Communications Specialist
Engineering Technician
Facilities Services Assistant
Learning Services Assistant
Mailroom Assistant
Media Librarian/Archivist

Member Services Assistant
Member Services Representative
Member Services Representative Lead
Outreach Assistant
Post Production Technician
Production Assistant
Underwriting Assistant
Unit Manager
Viewer Services Representative
Viewer Services Representative Lead

Approved: 

Mitchell Pihl
Chief Financial and Administrative Officer

Date: 9/5/18


Approved: 

Bud Allbery
Business Manager, IBEW Local 46

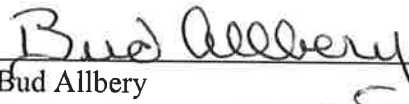
Date: 9-4-2018

ADDENDUM G – MEMORANDUM OF UNDERSTANDING

During the negotiations for the 2018 – 2021 collective bargaining agreement (“Agreement”), the parties agreed on the discontinuation of the Donor Communications Specialist classification and the creation of new Donor and Audience Relations Representative and Donor and Audience Relations Representative-Coordinator classifications. The parties agreed that incumbents in the discontinued position would be placed appropriately in the new positions effective May 1, 2017. Furthermore, the parties agreed that the Donor and Audience Relations Representative classification would have a start rate of twenty dollars (\$20.00) per hour, and the start rate for the Donor and Audience Relations Representative – Coordinator position would have a start rate of twenty-three dollars forty cents (\$23.40). These new rates would be payable the first full pay period after the date of ratification of the 2018 – 2021 Agreement, retroactive to May 1, 2017, the date on which employees were reclassified into these positions. Furthermore, these positions will receive a general wage increase of two percent (2%) effective the first full pay period after the date of ratification.

Approved: 
Michell Pihl
Chief Financial and Administrative Officer

Date: 9/5/18

Approved: 
Bud Allbery
Business Manager, IBEW Local 46

Date: 9-4-2018