

**LABOR AGREEMENT BETWEEN
CASCADE PUBLIC MEDIA AND
PACIFIC NORTHWEST NEWSPAPER GUILD/CWA LOCAL #37082
Nov. 30, 2021, through Sept. 30, 2024**

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Preamble

This agreement is entered into by and between Cascade Public Media (CPM), hereinafter referred to as the "Employer" and Pacific Northwest Newspaper Guild, CWA Local 37082, chartered by the NewsGuild-Communications Workers of America (AFL-CIO), hereinafter referred to as the "Guild," for itself and on behalf of all employees of the Employer described in Article I.

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 I: Recognition

The Employer recognizes the Guild as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full time and regular part time editorial department employees employed at or out of the Employer's Seattle, Washington facility, excluding supervisors, managerial employees, confidential employees and guards (as defined in the National Labor Relations Act), as certified by the National Labor Relations Board in Case No. 19-RC-244486.

Article II: Definitions

Section 1 – Probationary Employees: The first one-hundred and 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.

Section 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.

Section 3 – Full-time Employee: A full-time employee is one who is scheduled to work approximately forty (40) hours in a seven (7) day period.

Section 4 – Part-time Employee: A part-time employee is one who is scheduled to work at least twenty (20) and less than forty (40) hours in a seven (7) day period.

Section 5 – On-Call Employee: An on-call employee is one who works less than twenty (20) hours per week and on an on-call, as-needed basis. On-Call employees are not covered by the collective bargaining agreement.

Section 6 – Exempt Employee: An employee who is exempt from the overtime provisions of state and federal law.

Section 7 – Non-Exempt Employee: An employee who is subject to the overtime provisions of state and federal law.

Section 8 – Temporary Employee: A temporary employee is one who is hired directly by the Employer (not through an agency) to work when additional work of any nature requires a temporarily augmented workforce or, in the event of an emergency, to relieve regular employees because of illness, to work during PTO or other leave of absence periods, 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 for the first ninety (90) days of employment and shall have no rights or obligations provided herein. In the event a temporary employee is converted to regular full-time or part-time status, such time in temporary employment will count toward the employee's probationary period. When converted to regular employment, the employee will be credited with seniority for purposes of Paid Time Off (PTO) and Extended Sick Leave (ESL) accruals from the most recent date of hire.

Section 9 – Independent Contractor: An independent contractor may be hired directly or through an agency to perform bargaining unit work under the same circumstances enumerated in Section 8; however a contractor is generally one who is in business for him/herself and is responsible for his/her own employment taxes. Independent contractors are not covered under the terms of this agreement and shall have no rights or obligations provided herein.

Article III: Management Rights and Responsibilities

Section 1. The Guild recognizes that the Employer has the obligation of serving the public with the highest quality of services, efficiently and economically. Therefore, except to the extent specifically limited, abridged or relinquished by the terms and provisions of this Agreement, the Guild recognizes the right of the Employer:

- (a) 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;
- (b) 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 transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to discontinue bargaining unit work; or to subcontract bargaining unit work to third parties for economic or operational reasons, so long as said subcontracting does not result in the layoff or elimination of bargaining unit employees/positions; subcontracting that causes layoff/elimination of bargaining unit employees/positions will be bargained with the Guild.
- (c) 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; to require reasonable overtime work of employees;
- (d) To make and enforce rules, regulations and policies, practices and procedures for employee conduct, performance and safety, and, from time to time, to change or abolish such policies, practices, and procedures; provided such right shall not be exercised as to violate any of the specific provisions of this Agreement;
- (e) To take such measures as the Company may determine to be necessary for the orderly or economical Company operation, following notice to the Guild and an opportunity to request bargaining over the effects of the decision and its implementation.

Section 2 – Editorial Decisions: The Company retains the sole and exclusive right to determine all content and editorial matters, including but not limited to determining what content to publish or air; determining what platforms to use for publication or dissemination of content; determining programming and programming standards; introducing new content and modifying or ending content; and determining coverage areas. Content and editorial decisions are not subject to the grievance and arbitration provisions of this Agreement.

Section 3. Temporary Employees and Fellows: The Employer may use temporary employees and independent contractors to perform bargaining unit work in order to supplement the existing workforce on a temporary (including intermittent) basis. The Employer may also continue its current practice with respect to fellows.

Article IV: Employment Practices

Section 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 PTO benefits. The Employer will waive this requirement when it determines that such notice was not possible due to circumstances beyond the employee's control. Examples of such circumstances include an emergency within the employee's family, the requirement by a subsequent employer to begin service within 14 calendar days, and the employee accepting a new job that requires substantial relocation, all with documentation provided by the employee.

Section 2 – Performance Management Process: Bargaining unit employees shall participate in the Employer's performance management program under the same terms and conditions as unrepresented employees of the Employer.

Section 3 – Evaluations of Probationary Employees: The performance of a probationary employee shall be evaluated approximately 30 days prior to completion of his/her first one hundred and 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. Regular employee status is attained through a satisfactory evaluation. If the evaluation is unsatisfactory, the Employer may, by mutual agreement with the employee, extend the probationary period for one additional month. Employees may be terminated during the probationary period without recourse to the grievance procedure.

Section 4: Part-time and temporary employees will be given an opportunity to interview for full-time jobs within the same or similar work classifications for which they are qualified.

Article V: Guild Membership

Section 1 – Guild Membership: All Employees covered by this Agreement shall be required as a condition of employment to either (1) become and remain a member of the Guild in good standing no later than 45 days after hire, or after the effective date of this Agreement, whichever is later, or (2) pay a fair share representation fee in lieu of membership.

Section 2 – Fair Share Representation Fee: As all employees in the bargaining unit, Guild members and non-members alike, are entitled to fair representation by the Guild, employees shall pay Guild dues or a fair-share representation fee that is lawfully assessed by the Guild on Guild members, as a condition of employment.

Section 3 – Interference: There shall be no interference or attempt to interfere with the operations of the Guild.

Article VI: Guild Orientation, Information

Section 1 – Employee Orientation: The Employer will notify a Guild steward of new unit employees, and their orientation dates and times, normally not less than one week before the orientation, and permit a Guild steward to orient all new bargaining unit employees on the policies, procedures and benefits of the Guild following the employer's new employee orientation as mutually scheduled by the employee and the shop steward. The Employer will not interfere with and will remain neutral with respect to the Guild's orientation or membership enrollment process for new employees.

Section 2 – Information.

- 1) The Employer shall supply to the Guild on a quarterly basis a roster of all employees covered by this Agreement, containing:
 - a) names, job titles, classifications, hire dates, gender, race/ethnicity, date of birth, full- or part-time status and rates of pay;
 - b) other salary changes and other forms of compensation, including reasons, amounts and effective dates;
 - c) Employee resignations, retirements, deaths and other revisions, and effective dates.
- 2) Within one month of hiring a new employee, the Employer shall furnish the Guild in writing with the data specified in Section (a) above.
- 3) Employees and/or the Guild have the right to review the employee's personnel file by making an appointment with the Human Resource Director or designee. Barring exigent circumstances, the appointment shall be granted within two business days of the request. An employee may place a response to anything contained in his/her/their personnel file with which they disagree.
- 4) Prior disciplinary actions will be considered for purposes of future discipline on a case by case basis, depending on the seriousness of the prior and current offense, and the age of the prior offense.

Article VII: Stewards and Guild Representatives

Section 1 – Stewards: The Guild shall have the right to designate Guild stewards who shall be members of the bargaining unit and shall be authorized to take up any employee representation matters, including grievances through the grievance procedure of this Agreement. The Guild shall notify the Employer within five (5) working days of appointment of the names of those stewards and shall submit an updated list to the Employer if any changes occur. Time spent assisting in the research and resolution of employee grievances shall be on unpaid time. Stewards shall be on paid time when conferring with the Employer relative to a grievance.

Section 2: The Guild shall have the right to designate a reasonable number of stewards, but in no case more than the greater of three (3), or one-fifth of the number of bargaining unit employees, rounded up to the next whole number.

Section 3 – Guild Representative: The Guild's representative shall be permitted to enter upon the Employer's premises at reasonable times for purposes including investigating potential or active Guild grievances, ascertaining compliance with this Agreement, and administration of this Agreement.

Section 4: The Guild representative must make a good faith attempt to notify the Human Resources Director or designee four (4) hours in advance, using the Director's preferred method of communication, of the Representative's intent to enter the premises.

Section 5: Requests for access to the Employer's premises shall not be unreasonably denied but shall not interfere with the normal conduct of the Employer's operation. The Guild and the Employer recognize that deadlines are an element of journalism, but also recognize that bargaining unit work is frequently fluid in nature, and that work can commonly be completed at flexible times during the day or week.

Section 6: The Employer shall provide access to the Guild to conference rooms, subject to normal scheduling availability and procedures, to talk to bargaining unit employees.

Section 7: The Guild representative shall sign in and wear any identification or badge required of any other visitor, and shall comply with other reasonable security policies.

Article VIII: Grievance Procedure

Section 1 – Grievance Defined: A grievance shall be defined as a claim by the Guild that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

- (a) A grievant, within the meaning of this Agreement, shall be defined as the Guild alleging a grievance, under the terms and conditions of this Agreement.
- (b) The Guild may designate an employee representative or committee of its own choosing to take up grievances with the Employer.

Section 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.

Section 3 – Complaint Resolution: The Guild 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 Guild representatives in an attempt to promptly resolve any complaints that may arise.

Section 4 – Grievance Withdrawal: A grievance may be withdrawn at any time, in writing, and if withdrawn shall not be submitted again.

Section 5 – Employee Rights: In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination or retaliation.

Section 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 employees directly involved in the grievance for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours. Stewards or Guild-designated representatives may have release time as stipulated in Article IX, Section 1 for such activities.

Section 7 – Grievance Procedure:

- (a) *Informal Resolution – 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. The employee or employees and the employee's or employees' immediate supervisor shall make a good faith effort to resolve concerns informally. If such informal redress does not provide a resolution the Grievant deems satisfactory, the matter may be moved into the formal grievance procedure.

- (b) *Step One – Grievant and Applicable Manager:* The formal grievance procedure shall begin with the grievance being presented in writing to the applicable manager or to another manager, accompanied by Human Resources, within forty-five (45) calendar days from the time the complaint began to exist or should have been reasonably known to have existed. The written grievance shall specify the provision(s) of this Agreement allegedly violated, the date or approximate date it occurred, and the remedy sought by the grievant. A meeting between the Grievant, the employee or employees involved, if requested by the employee or employees involved, and the manager shall be held at a mutually agreeable time. The manager will provide a written decision within ten (10) calendar days of the meeting.
- (c) *Step Two – Employee and Vice President or Designee:* In the event the Grievant is not satisfied with the reply in Step One, the Grievant may submit the written grievance to the applicable Vice President within ten (10) calendar days of the written decision in Step One. A conference between the Grievant, the employee(s) involved if requested by the employee or employees involved, 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.
- (d) *Step Three – Joint Conciliation/ Arbitration Committee:* In the event the Grievant is not satisfied with the reply in Step Two, the parties may agree that a Joint Conciliation and Arbitration Committee be convened for the purpose of considering the grievance. The Joint Conciliation and Arbitration Committee shall comprise two (2) Guild members and two (2) Employer representatives. It shall be the duty of the Joint Conciliation and Arbitration Committee to investigate and render impartial decisions upon any matter referred to it. Any decision concurred in by a majority of the committee shall be the decision of the committee and shall be accepted by the parties to this agreement.
- (e) *Step Four – Arbitration:* In the event the Joint Conciliation and Arbitration Committee fails to render a majority decision upon any matter referred to it within twenty (20) days, or in the event the grievant is not satisfied with the reply in Step Two but the parties do not agree to convene a Joint Conciliation and Arbitration Committee, either party may request that the matter be submitted for final and binding arbitration. Such arbitration shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association.
- (i) The costs of such arbitration, including the arbitrator's fee, shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of

a stenographic transcript without express consent; provided, however, that if one party requests a stenographic transcript and the other party is unwilling to pay its share of the fee, the party unwilling to pay its share of the fee shall forego a copy of the transcript.

- (ii) The decision of the arbitrator shall be final and binding upon all parties.
- (iii) The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement as explicitly set forth herein. Any decision rendered shall be within the scope of the Agreement and shall not change any of its terms or conditions. The arbitrator shall not have authority to add to or subtract from or modify any of the said terms of the Agreement, or to limit or impair any rights of the Guild or rights of Management not at issue in the current dispute. No decision of the arbitrator in one case shall create a basis for retroactive adjustments in any other case.
- (iv) Except as otherwise required by local, state or federal law, a grievance shall not be processed under this Agreement, on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf, in any court or government agency, a claim, complaint or suit, complaining under Federal, State or local law or regulation, of the action grieved.

Section 5: The Employer shall have the option of utilizing the procedures outlined in Steps 3 and 4 of the foregoing in the event of a complaint against the Guild involving questions of interpretation or application of this Agreement.

Article IX: 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 Guild. It is therefore agreed that during the term of this Agreement,

- (a) the Employer shall not lock out its employees, and;
- (b) neither Guild, 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 by another union against the Employer.

In addition, no employee in the performance of their job duties shall refuse to cross a picket line established by any union against another employer, unless the Employer can cover the employee's assignment with another employee or independent contractor, or the Employer determines the assignment can be removed. If such reassignment results in the loss of work for a full day, that employee may take an excused, unpaid day. Any employee who is found to have violated this Article shall be subject to disciplinary action, up to and including possible discharge.

Article X: Non-discrimination

Section 1: Employees shall be covered by the Employer's Anti-Harassment and Discrimination Policy. The Employer will review proposed changes to the Anti-Harassment Policy with the Guild at a Guild-Management Committee meeting.

Section 2 – Non-Discrimination: Neither the Employer nor the Guild shall discriminate against any employee by reason of the following status: age, sex, marital status, pregnancy, race, creed, color, national origin, immigration or citizenship status, veteran's status, sexual orientation, gender identity, political ideology, genetic information, status as a domestic violence victim or a family member of a domestic violence victim, or the presence of any sensory, mental or physical condition, except when based upon an employee's inability to perform the essential functions of the position, with or without reasonable accommodation, nor on account of membership or non-membership in the Guild.

Section 3 – Parental Status: The Employer will not consider an employee's parental status with regard to assignments, work, transfers/promotions or other opportunities.

Section 4 – Harassment: Neither the Guild nor the Employer will tolerate harassment. Employees found to have engaged in harassment will be subject to disciplinary action, up to and including termination.

Section 5 – Retaliation: The Employer prohibits retaliation against an employee for raising an issue of discrimination or harassment, or participating in an investigation, as more fully set forth in the Anti-Harassment and Discrimination Policy.

Section 6: Notwithstanding the Employer's Anti-Harassment and Discrimination Policy, no non-supervisory employee shall be subject to discipline for the following:

- (a) Failing or declining to confront a person who is engaging in conduct, or is responsible for material, that is offensive, harassing or discriminatory.

- (b) Failing or declining to report to the Employer conduct or material that the employee witnesses or of which the employee has knowledge, that may be considered offensive, harassing or discriminatory. Employees are encouraged to report such conduct, material or knowledge so that the employer may effectively enforce its policies. Employees are required to answer truthfully and participate fully in any employer investigation of suspected misconduct under the Employer's policy.

Section 7: If the Guild is informed by the Employer that the Employer is conducting an investigation into a grievance or employee complaint regarding an allegation of harassment, discrimination or retaliation, the Guild agrees to suspend any investigation into an employee complaint or grievance regarding an allegation of harassment, discrimination or retaliation under the Employer's Anti-Harassment and Discrimination Policy until after the conclusion of the Employer's investigation. The Employer will not seek to infringe upon the Guild's ability to communicate with any employee accused of, or alleged to be a victim of, harassment, discrimination or retaliation. If an employee who is neither the alleged victim nor the accused in the investigation brings information related to the investigation to the Guild, the Guild will not question the employee but will encourage the Employee to communicate that information to the Employer.

Article XI: Health and Safety

Section 1: Workplace safety is a high priority for the Employer, both in promotion and practice. The Employer strives to maintain a clean, safe, healthful place of work for employees, and endeavors to comply with all applicable federal, state and local regulations regarding safety.

Section 2: Employee complaints of unsafe working conditions will be promptly investigated and, if valid, remedied within a reasonable time period.

- (a) Employees should bring safety concerns to their supervisor and the Safety Committee immediately.
- (b) If an employee reasonably believes the performance of a job assignment will be hazardous to their health or safety, the employee should bring the concern to the attention of the supervisor. After discussion, the employee may decide to decline to accept the assignment without reprisal or loss of pay.

Section 3: The Employer will:

- (a) provide employees with personal protective equipment, as determined by the Employer to be appropriate and necessary;

- (b) provide an ergonomic assessment of an employee's work station, upon request, and, after discussion with the employee of the assessment, provide equipment determined by the Employer to be reasonable and necessary in a timely manner. Upon request from the employee, the Employer will provide a written explanation of the decision to provide equipment and deny equipment.

Section 4: The Employer maintains a Safety Committee that is responsible for reviewing safety practices in the workplace. The Guild will identify two (2) employees for membership on the Safety Committee.

Article XII: Hiring

Section 1: The Employer is committed to building a team that represents diversity of thought, experience and personal background. Diversity enhances the relevance and substance of our work and is essential in fulfilling our mission to inspire a smarter world. The DEI Change Management Council is focusing in part on recruitment and retention as important pillars that support the goals of diversity and inclusion. At least two Guild members will participate in and regularly attend the DEI Change Management Council and/or the Subcommittee focusing on recruitment and retention.

Section 2: The Employer will interview at least two qualified people from traditionally underrepresented groups, including race, ethnicity, gender identity, sexual orientation and/or disability for each job. If the Employer is unable to attract such candidates in the interview process following diligent recruiting and outreach effort, the Employer shall inform the Guild and may proceed with the selection process.

Section 3: The Employer shall circulate, internally and externally, information about open bargaining unit positions in a manner that is designed to improve the recruitment of candidates who identify as part of traditionally under-represented groups, including race, ethnicity, gender identity, sexual orientation and/or disability.

Section 4: The final hiring decision for unit positions shall be made by management following interviews and/or other participation by a hiring committee which will include Guild members, who will be selected by the Guild from a list of no fewer than five (5) potential participants identified by the Employer. Guild members shall comprise the greater of:

- (a) No less than 2 of the total hiring committee membership;
- (b) One-third ($\frac{1}{3}$) of the total hiring committee membership;

- (c) In the case of a three- or four-person hiring committee, inclusion of one Guild member shall be deemed to have satisfied this section.

Section 5: Diversity goals may be considered at any point in the hiring and promotion process.

Section 6: The Employer agrees to review biannually the Department's Diversity, Equity and Inclusion (DEI) initiatives with the Guild Management Committee, to report on progress, review non-confidential data, solicit input and update as necessary.

Article XIII: Transfers and Promotions

Section 1. No employee shall be transferred by the Employer to another position, job classification or change in location lasting longer than fourteen (14) consecutive days without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, except when transfer reduces the employee's FTE or is to avoid layoff, nor shall an employee be penalized for refusing to accept such a transfer. "Transfer" does not include change in job assignment or the start or end of a telecommuting arrangement.

Section 2. No employee shall be required to accept a promotion except by mutual consent, and no employee shall in any way be penalized for refusing to accept a promotion.

Section 3. An evaluation period of three (3) months will follow transfer or promotion to a represented position, which may be extended by mutual agreement between the Guild and the Employer. During the evaluation period, a promoted employee shall receive the minimum salary in the higher classification which is higher than the employee's former salary. Either the Employer or the employee will have an option of the employee returning to the former position during the evaluation period. If the employee's former position has been filled, the newly hired employee may be transferred to a vacant position for which they are qualified, or laid off and placed on the recall list.

Section 4. The Employer's promotional standards for represented positions shall not exceed those required to perform the job. Subject to the prior operation of any recall list, present employees who meet the minimum requirements for a vacant position in a higher classification or a lateral transfer will be considered along with external candidates and will receive at least an initial interview. Employees shall be made aware of vacancies via posting on a bulletin board and via at least one electronic method such as email or digital internal messaging.

Article XIV: Professional Development

Section 1: The Employer supports development opportunities that align with the goals and strategic priorities of CPM for Employee professional development, including conferences,

lectures, and workshops. Funding for these training opportunities will be budgeted on an annual basis based on CPM's current budget priorities. If the expenses related to attending the conference or other professional development opportunities are fully funded by outside funding or by scholarship, the Employer will make every effort to allow the Employee to participate in the training or conference.

Section 2. Bargaining unit employees shall continue to be given paid time away from their regular schedule to participate in approved work-related training or professional development opportunities.

Section 3. Employees may request the Guild bring professional development issues to the Guild Management Committee for discussion. Given that funding for professional development is included in the Employer's annual budget, a request from the Guild to have a Guild Management Committee meeting scheduled within 15 days of the start of the fiscal year shall be given additional priority.

Article XV: Equipment

Section 1: The Employer shall provide and pay for newsgathering equipment deemed necessary by the Employer to perform the primary job duties.

Section 2: If company-owned equipment is damaged or stolen and an employee is found to have caused the damage or loss intentionally, recklessly or with gross negligence, the employee may be responsible for reimbursing the Company for the cost.

Section 3: Employees may ask in writing to use personal equipment for occasional use. If such use is approved in advance by the Employer in writing, the Employer agrees to reimburse employees for damaged or stolen personal property used in the performance of work assignments for the depreciated value of the item, less any reimbursement received by employees from other sources, including by the Employer's or employee's insurance policies.

Section 4: If an employee uses personal equipment without obtaining advance written approval and the equipment is damaged, lost or stolen, the Employer has no obligation to provide reimbursement.

Article XVI: Events

Section 1: Employees may be asked to participate in events including but not limited to forums, debates, podcasts, broadcast segments and live events.

Section 2: Employees who may be requested to participate in an event will be informed of the event prior to the finalization of Cascade Public Media's event details and any marketing of the event that identifies the employee. Employees may decline to participate without retaliation.

Section 3: Employees participating in events such as forums, debates, panels or podcasts are understood to have expertise in the event's subject matter. Employees, therefore, will have the opportunity to collaborate on questions and content for the event if they deem necessary. Employees will follow Cascade Public Media guidelines and participate in Cascade Public Media training and support (coaching, resources, events team guidance) to prepare for such events.

Article XVII: Employee Bylines

Section 1. An employee's byline or credit line shall not be used over the employee's reasonable and legitimate protest regarding the material facts contained in the story, or regarding unethical conduct. The right to withhold is personal to the employee involved, and may not be used in concert with other employees.

Section 2. Substantive changes in work submitted by an employee shall be brought to the employee's attention before publication with the goal of ensuring accuracy.

Section 3. If a question arises as to the accuracy of published material, the Employer will consult with the employee who prepared the material, whenever practicable, before making a correction or retraction.

Article XVIII: Outside Activity

Section 1. Employees may engage in freelancing outside of working hours provided such activity does not interfere with the employee's performance for the Employer, and provided such activities do not consist of or include services performed in competition with the Employer.

- (a) Employees must make a prompt and full disclosure in writing to their supervisor of any paid or unpaid outside journalism or media services and outside media requests that are being pursued by the Employee. The employer shall have the right to deny approval to perform such services, provided they are in violation of this Article, and shall demonstrate the violation in writing within twenty-four (24) hours. Decisions shall be made on a case by case basis, and for the purposes of this article, "in competition with the Employer" shall mean directly in competition with or with the potential to undermine, "scoop," or detract from coverage produced by the Employer.

- (b) Examples of possible violations include conduct or activity that may raise questions as to the company's honesty or impartiality, compromise the confidentiality of Employer information, or any situation that may create a conflict between an employee's personal interest and the interest of the Employer.
- (c) Employees shall be permitted to identify themselves as employees of Crosscut and/or Cascade Public Media in the course of providing biographical information and/or describing experience connected to outside activities, but no employee shall use the name of the Employer or the employee's connections with the Employer or any feature title or other materials of the Employer to otherwise further the employee's outside activities, nor use Employer-owned equipment or facilities in the course of any outside activities, without the express permission of the Employer.
- (d) The Employer shall have a right of first refusal for content ideas brought to them by employees. Upon refusal by the Employer, the employee shall be free to produce such content elsewhere, subject to the terms of this article.
- (e) Employees will be expected to update and sign Employer Ethics/Conduct and Reporting Policy annually.
- (f) The parties recognize that non full-time staff may perform professional services for media outlets with an expectation they disclose and obtain approval of any potential conflicts of interest with their supervisor.

Section 2. Media appearances are considered distinct from freelancing, and are understood to include, but not be limited to, interviews of, speaking engagements by, or inclusion on a panel of, an employee. The primary distinction between freelancing and media appearances is that freelancing is considered the production of original content by the employee.

Section 3. Employees may identify themselves as Crosscut and/or Cascade Public Media employees when doing approved freelance work or media appearances. If commenting on an issue not associated with the employee's work at CPM, the Employee must disclose that they are doing so as an individual and not in a representative capacity for CPM.

Article XIX: Layoff and Recall

Section 1 – Definitions:

- (a) A layoff is the elimination of bargaining unit positions resulting in the separation of an employee or employees.

(b) Seniority for purposes of this Article is defined as the length of service from an employee's most recent hire date to the present, less leaves of absence of 30 days or longer. Seniority is broken by discharge, resignation, twelve (12) months of layoff, or being eliminated from the recall list.

(c) Classifications refer to those job classifications listed in Appendix A of this Agreement.

Section 2 – Notification: The Employer will give written notice of layoffs to the affected employees and the Guild at least thirty (30) working days in advance of the effective date. The Employer and the Guild shall immediately enter discussions for the purpose of seeking other payroll savings measures, first giving consideration to voluntary layoffs, implementation of which would require mutual agreement of the Employer and the Guild. Subsequent discussion may consider but need not be limited to:

(a) Implementation of the Washington state Shared Work program;

(b) furloughs;

(c) Deferral of contractually required pay increases.

If these discussions do not result in savings deemed satisfactory by the Employer, layoffs may proceed thirty (30) working days following the initial written notice. Laid off employees will be eligible for severance benefits according to the terms of the plan then in effect.

Section 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, the Employer will lay off the least senior employee in the classification, provided the remaining employees will be competent to perform the remaining work, but shall have the right to designate one (1) employee in each classification, regardless of length of service, to be protected from layoff. This designation may be used for purposes that include Employer diversity goals.

Section 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.

Section 5 – Recall:

(a) The Employer agrees to place employees who have been laid off on a recall list for a period of twelve (12) months from the date of layoff.

- (b) If a position becomes available and the Employer determines to fill it, employees will be recalled for service in the classification from which they were laid off by order of their seniority.
- (c) 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 emailing to the most recent addresses supplied by laid off employees and to the Guild and by mailing notices by certified mail to the most recent addresses supplied by laid off employees.
- (d) A laid off employee must notify the Employer in writing within ten (10) calendar days after such recall offer has been mailed and emailed 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, declining an offer of recall, or failing to report to work when and where notified shall be deleted from the recall list. 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.
- (e) 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. Diversity goals may be considered at any point in the recall process.

Article XX: Severance Pay

Section 1: Employees who have been terminated due to layoff as provided for in this Agreement are eligible for one (1) week of severance pay per completed year of service. The minimum severance amount is two (2) weeks, and the maximum is twelve (12) weeks.

Section 2: If a regular employee obtains another regular position within the organization prior to their scheduled last day (regardless of FTE), no severance will be paid. Any former employee may apply for a position after their separation date. If they are selected, severance will still be paid regardless of the length of the break in service.

Section 3: Severance pay is computed based on the employee's regular rate of pay on the effective date of layoff.

Section 4: All severance payments will be subject to the employee signing a separation and release agreement according to the timeline listed in the agreement.

Article XXI: Holidays

Section 1: Full-time and part-time employees are eligible for the following paid holidays:

- a) New Year's Day
- b) Martin Luther King, Jr. Day
- c) Presidents Day
- d) Memorial Day
- e) Juneteenth
- f) Independence Day
- g) Labor Day
- h) Thanksgiving
- i) The day after Thanksgiving
- j) Christmas
- k) The working day before Christmas
- l) Paid personal holiday

Section 2: If a holiday falls on a Saturday or a Sunday, it will be observed on a day determined by management, with the practice being that the holiday shall be observed on a weekday that immediately precedes or immediately follows the day on which the holiday fell; or, when relevant, on a weekday that immediately precedes or immediately follows a weekday that is already an observed holiday.

Section 3: Employees may choose to select another religious holiday in lieu of Christmas as a paid holiday within that calendar year.

Section 4: Employees may request to use PTO days or unpaid days off to observe religious holidays; said request shall not be denied unless it creates an undue hardship for the employer.

Article XXII: Paid Time Off (PTO)

Section 1 – Purpose. PTO provides employees with more flexibility to use their time off to meet personal needs while recognizing their individual responsibility to manage their time. With PTO, employees accrue a specific amount of time each pay period, and they determine how they will use it. Taking time off to care for personal or family needs is essential to the well-being of us all. As such, CPM provides a paid time off (PTO) plan designed to cover absences for vacation, personal or family illness, doctor appointments, volunteer activities, and any other reason of employees' choice.

Section 2 – Eligibility. All regular status employees scheduled to work 20 or more hours per week are eligible. Employees may access any accrued hours for personal illness once those hours are accrued, and for all other purposes, on or after their 90th day of employment.

In accordance with the City of Seattle and Washington State, CPM is considered a Tier 2 employer. Tier 2 employers must provide temporary employees not hired through a staffing agency, accrual of at least one hour of leave for every 40 hours worked in Washington State, beginning on their date of hire.

Section 3 – Accruals. All full-time employees will accrue PTO hours according to length of employment, based on the following schedule:

Years of service	Hours per Pay Period	Days per Year
0-2 years	6.67 hours	20 days
3-5 years	7.33 hours	22 days
6-10 years	8 hours	24 days
11+ years	9 hours	27 days

Part-time regular status employees will accrue PTO on a pro-rated basis depending on the FTE.

For purposes of this policy, the accrual year begins on the employee's date of hire.

Section 4 – Use. The amount of PTO available is recorded each payday on employees' pay stubs in the CPM payroll system. PTO is paid at the regularly scheduled pay rate. Non-exempt employees may use PTO in increments of 15 minutes. Exempt employees may use PTO in minimum increments of one hour.

If the need for the leave is foreseeable, employees must provide at least two weeks advanced notice. Employees will attempt to schedule leave in a way that does not unduly disrupt their department's business. If the leave is unforeseeable, employees must report their absence to their supervisor as soon as practicable. Verification for unscheduled absences, including verification from a health care provider where appropriate, may be required after three consecutive days of absence. If such verification requirement results in an unreasonable burden or expense, employees may contact Human Resources.

Retaliation for using PTO for allowed paid sick leave purposes is prohibited.

Section 5 – Carry-Over and Maximum Accruals. Although employees may carry over unused PTO time from year to year, there is a maximum, or cap amount of 240 hours of PTO time that can be carried over.

Employees are responsible for monitoring and taking their PTO over the course of a year so that they do not lose time accrued when the current fiscal year ends.

Section 6 – PTO Payout. Employees who give not less than fourteen (14) calendar days written notice of intended resignation, or who are laid off pursuant to this agreement, are eligible to receive a maximum payout of 240 accrued, unused PTO hours. Temporary employees forfeit all unused PTO hours upon termination of employment.

Employees who are rehired within twelve months after separating employment will have their previous employment counted toward the PTO eligibility waiting period and their forfeited paid leave be restored.

Section 7 – Extended Sick Leave (ESL). Extended Sick Leave (ESL) is paid time off accrued beyond the maximum accrual of PTO.

Accrual. Time beyond the maximum 240 hour carry-over allowance of PTO will be deposited in an employee's extended sick leave (ESL) account. The maximum accrual of ESL is 480 hours. Time deposited in the extended sick leave (ESL) account may not be transferred back to the accrued PTO account.

Employees on Extended Sick Leave (ESL) for 30 days or longer will not accrue PTO.

Use. Extended Sick Leave can be used for absence due to personal illness after an employee has used five (5) consecutive working days of PTO for missed work time. If an employee does not have PTO to cover the first five consecutive days, then the employee must take unpaid leave before using ESL. Absence due to personal illness beyond five (5) consecutive working days will be deducted from the extended sick leave account as long as accrued time is available. When there is no accrued time in the extended sick leave account, absence due to personal illness will be deducted from the PTO accrual.

Unscheduled PTO taken and ESL time taken will not be considered as time worked for overtime purposes.

An employee returning to work part-time following an extended sick leave may continue to draw from the extended sick leave account for the time not worked until a full release is given by the physician. Recurrence of the same illness within 30 calendar days of returning to work from an

extended sick leave may be considered a continuation of the incident and charged to extended sick leave.

Time away from work because of vacation, illness of a family member, funeral attendance (not covered by Bereavement Leave), or other personal business is to be reported as PTO. Absence due to personal illness is to be reported as PTO for the first five consecutive working days per incident.

A Change of Status Form changing the employee's status to ESL must be processed before any absence may be deducted from the extended sick leave account.

CPM will require acceptable medical documentation of illness or disability before allowing any charges to extended sick leave benefits. Leave for personal illness should be taken in the following order: five days of PTO, extended sick leave, remaining PTO, leave without pay.

Payout upon Separation. No cash payment will be made for time in the extended sick leave account.

Section 8 – Transition to PTO/ESL Program. Employees will continue to accrue and use vacation and sick leave pursuant to Cascade Public Media's leave policies through June 30, 2022.¹ The PTO/ESL Program will be implemented on July 1, 2022. At that time, employees' Vacation and Sick Leave accruals will be moved to their PTO banks effective the date of implementation of the PTO/ESL Program; provided that hours in excess of 240 will be placed in the employee's ESL bank. Employees may request to cash out up to 30 hours of accrued PTO in July 2022 and 20 hours in July 2023. Employees must have more than 40 hours in their PTO bank to be eligible to cash out PTO.

Article XXIII: Leaves of Absence

Section 1 – Intent: It is the Employer's intent to fully comply with the federal, state and local law regarding leaves. To the extent this Agreement or the Employer's policies provide greater rights than the law, the provision that gives the employee the most beneficial right(s) shall be in effect.

Section 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 PTO, ESL or disability leave, or approved professional development meetings.

Section 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

¹ Until July 1, 2022, when this contract refers to "PTO" it shall be interpreted as referring to "Vacation," and when it refers to "ESL" it shall be interpreted as referring to "Sick Leave."

situation beyond the employee's control. Such a request shall state all pertinent details and the amount of time requested.

Section 4 – Leave without Authorization: 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.

Section 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.

Section 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. Leave without pay for periods of 30 days or longer will suspend the employee's anniversary date.

Section 7 – Coordination of Benefits: Employees taking leave that qualifies for the Washington State Paid Family Medical Leave program (WSPFML) benefits shall be entitled, but not required, to use any accrued PTO and/or ESL to supplement their WSPFML benefits such that the amount that the combined weekly dollar value they receive from WSPFML and from company paid time equals the dollar value of straight-time weekly base pay the employee would have received in a regular work week. In no event shall an employee earn more than forty (40) hours of straight-time pay in any week through a combination of WSPFML, PTO/ESL, pay for time worked and other forms of CPM base pay.

Section 8 – Types of Leaves of Absence: The Employer will provide, at a minimum, the following types of leave: FMLA and corresponding state law for medical leave, family medical leave, parental leave, pregnancy disability, domestic violence leave, and family participation in military activities; Military Leave; Jury Duty; and Bereavement Leave.

Section 9 – Parental Leave: Parental leave is leave that qualifies for the Washington State Paid Family Medical Leave program (WSPFML) benefits. Parental leave shall be understood to apply to biological parents, adoptive parents and foster parents, without regard to gender. An expecting mother shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job.

Section 10 – Domestic Violence Leave: An employee who is the victim of domestic violence, sexual assault, or stalking, or whose family member is a victim of domestic violence, sexual

assault or stalking, may take necessary unpaid leave and thereafter return to their job. This leave may be taken intermittently, or as a reduced leave schedule. During unpaid leave, the employee shall remain eligible for all company-subsidized benefits provided the employee pays the employee share of the premium required in this Agreement.

Section 11 – Bereavement Leave: In the event of a death in an employee's immediate family, that employee may take up to three (3) days of paid bereavement leave. Such leave must be taken within twenty-one (21) calendar days following the death, unless other arrangements are approved in advance by the employee's supervisor. Immediate family includes spouse, domestic partner, parents, grandparents, brothers/sisters-in-law, children, stepchildren, sisters, brothers, parents-in-law, sons/daughters-in-law or other relatives who reside in the employee's household. Bereavement leave is granted for each death that occurs in the immediate family. Leave must be requested through the payroll system. If the deceased is the employee's parent, child or spouse, the employee may use up to two additional days' PTO or Extended Sick Leave. An employee may use available PTO or personal day for days immediately preceding or following days spent on bereavement leave that would have otherwise been normally scheduled workdays.

Section 12 – Emergency Leave Bank:

- (a) Employees may donate unused PTO hours to the emergency leave bank, designed to support employees during times of personal need due to serious health conditions. Those in need of the time and who meet the requirements established herein may make a request to access emergency leave bank hours. PTO donations to the Emergency Leave Bank roll over from year to year but expire at the end of the following fiscal year.
- (b) Procedure
 - (i) Written requests to receive emergency leave time may be made by the employee at any time to the Human Resources Department.
 - (ii) Requests for donations must be approved by Human Resources.
 - (iii) Emergency leave time taken may not exceed an eligible employee's FTE.
 - (iv) Emergency leave time may be used during the 14-day short-term disability elimination period and/or to supplement short-term disability benefits, but may not be used to supplement long-term disability.
 - (v) Emergency leave time is limited and may not exceed 80 hours (pro-rated by FTE), within a rolling 12-month period.

- (c) Eligible recipient: An employee is eligible to receive donated PTO if they are on approved FMLA leave and meet the following criteria:
- (i) Has exhausted their PTO and ESL time, leaving the employee in a leave-without-pay situation.
 - (ii) Is not eligible for benefits under the Workers' Compensation program.
- (d) Eligible donor: An employee is eligible to donate accrued PTO time if they meet the following criteria:
- (i) Can do so without causing their PTO balance to fall below 120 hours.
 - (ii) Is willing to donate at least 8 hours in 8 hour increments of PTO time.

Section 13 – Return from Leave: In the event an employee wishes to return to work from an approved leave of absence under this Article, the employee will be reinstated to their former or comparable position and at the same wage level and benefits held prior to the leave, unless the employee's position has been eliminated.

Section 14 – Employer Policies: Except as specified in this Agreement, the Employer's policies regarding leaves of absence shall apply to bargaining unit employees. Should the Employer institute a new leave policy or make a change to an existing policy for nonrepresented employees, such new policy or change shall apply to employees covered by this Agreement, in the same way as non-represented employees. The Employer agrees to notify the Guild of the policy or policy change and provide a copy to the Guild within ninety (90) days of issuance.

Article XXIV: Benefits

Section 1 – Health (Medical, Vision, Dental) Insurance: The Employer will provide medical, vision, and dental coverage for all bargaining unit employees and their dependents subject to Plan eligibility requirements. Employees' share in the cost of health care premiums, and the Employer's contribution to any Health Savings Account in which employees are eligible to participate, is on the same basis as unrepresented employees. Any changes to such benefits shall be applied to bargaining unit employees and unrepresented employees equally.

Section 2 – Employee Assistance Program: The Employer will cover up to six (6) mental health counseling sessions annually through the Employee Assistance Program.

Section 3 – 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.

Section 4 – 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. Any changes to Employer matching contributions will be on the same basis as those provided by the Employer to unrepresented employees.

Section 5 – Changes to Health and Retirement Benefits: If the Employer desires to make changes to medical, vision and dental coverage, or to the retirement plan benefit, it will give the Guild 45 calendar days' notice (or if 45 days' notice is not possible, as much notice as is practicable) to provide input before any changes to the plans are made.

Upon request of the Guild, two Guild members may participate in the Benefits Committee meetings to review and make recommendations for changes to 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.

Article XXV: Transportation and Parking

Section 1 – Transportation and Parking: The Employer will contribute the value of fifty (50) percent of the cost of a monthly ORCA transit pass to the ORCA purse of employees with an ORCA transit pass.

Section 2 – Ridesharing: Employees shall be reimbursed for the cost of rideshare uses, including a tip of up to twenty-five (25) percent, when ridesharing is used in the course of work for Cascade Public Media.

Section 3 – Bikesharing: Employees shall be reimbursed for the cost of bikeshare uses when bikesharing is used in the course of work for Cascade Public Media.

Article XXVI: Wages

Section 1 – Wage Rates –

1. *Wage Rates Effective October 1, 2021:* Employees will continue to be covered by CPM's Merit Pay Plan. Employees' wages may be adjusted according to CPM's Merit Pay Matrix, following supervisor recommendation and management approval, based on (1)

the availability of budgeted funds and (2) employee performance. To be eligible for a merit increase, an employee must have completed their introductory period. Increases may be prorated based on date of hire. Merit pay and funding decisions are not subject to the grievance and arbitration procedures of this contract.

2. *Wage Rates Effective October 1, 2022*: Employees in the bargaining unit will no longer be covered by CPM's Merit Pay Plan. Employees in the bargaining unit shall be paid no less than the minimums assigned to each classification as set forth in Appendix A of this Agreement.

- a. 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's salary shall be increased to at least 105% of the minimum assigned to the classification. After completion of six (6) 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. After completion of nine (9) years of employment in a classification, if an employee is paid less than 115% of the minimum assigned to the classification, the employee shall be raised to at least 115% of the minimum assigned to the classification.

- b. Years of experience referred to in minimum wage provisions shall mean years of experience in the specified job classification at Cascade Public Media. Appropriate credit shall be considered at the time of hire for other comparable experience in other news or information media at the discretion of the employer.

- c. Effective the first full pay period after October 1, 2022, employees with three (3), six (6) or nine (9) years in a classification will be moved to a minimum wage rate of 105%, 110% or 115%, respectively, of the minimum assigned wage rate for the classification.

Section 2 – Across-the-board increases –

1. Effective the first full pay period after October 1, 2022, all employees in the bargaining unit shall receive an increase to their base wage rate of one and one-half percent (1.5%). In addition, each wage minimum will be adjusted upward by one and one-half percent (1.5%).
2. Effective the first full pay period following October 1, 2023, all employees in the bargaining unit shall receive an increase to their base wage rate of one and one-half percent (1.5%). In addition, each wage minimum will be adjusted upward by one and one-half percent (1.5%).

Section 3 – Contract minimums. 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 2021 – 2024 Agreement.

Article XXVII: Joint Guild-Management Committee

Section 1 – Committee Purpose and Membership: A joint Guild-Management Committee is hereby established to provide a forum for communications between the two parties and to deal with matters of general employee/Guild and Employer concern. The Committee's function will be advisory and shall not include any decision making or collective bargaining authority.

Section 2 – Committee Participation: Committee participation shall consist of three (3) bargaining unit employees and three (3) Employer representatives. The bargaining unit representatives may be two bargaining unit employees and a Guild staff representative, or three bargaining unit employees, at the Guild's discretion, and may change at each meeting. The Employer representatives will include the Director of Human Resources or designee, and will include at least one newsroom manager.

Section 3 – Meetings: Committee meetings may be scheduled quarterly at the request of either party, but need not be held if there are no written agenda items submitted to the other party one (1) week prior to the established meeting date. Committee meetings in addition to the quarterly meetings may be scheduled if agreed to by the Employer and the Guild. Committee meetings shall be held during the Employer's business hours and shall be considered paid time for the bargaining unit employees participating in the meeting.

Section 4 – Subject matter: Committee meeting topics shall be limited to subjects of group rather than individual concern, and the Committee shall not discuss matters properly processed under the grievance procedure of this Agreement. Discussion of a matter in a committee meeting does not preclude the matter from being processed under the grievance procedure of this Agreement. Further, this Article does not obligate either party to negotiate regarding any matters covered by this Agreement, nor to alter, limit, restrict, or reduce prerogatives of either party otherwise provided in this Agreement.

Article XXVIII: 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 federal, state and local 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 Guild 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 XXIX: Complete Agreement

The parties 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.

Any proposed changes to working conditions not covered by this agreement and constituting a mandatory subject of bargaining must be presented to the guild with four (4) weeks notice prior to proposed implementation, unless such notice is impracticable under the circumstances, in which case as much notice as practicable will be given, so the parties may engage in collective bargaining.

The parties agree that this Agreement may be amended at any time during its term by mutual consent of the parties in writing.

Article XXX: Duration

This Agreement shall be effective upon the date of ratification, Nov. 30, 2021, and shall continue in full force and effect through Sept. 30, 2024. 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. If neither party serves the required notice, this agreement shall be automatically renewed for a period of one (1) year from the expiration date and thereafter for one (1) year upon each anniversary date of that date until such notice is given.

Dated this seventeenth of December, 2021

CASCADE PUBLIC MEDIA

THE NEWSPAPER GUILD/CWA LOCAL 37082

Carole Williams

Director of Human Resources

Kaitlin Gillespie

Administrative officer

Appendix A: Wages

Effective October 1, 2021 – September 30, 2022

Schedule A: Producer, videographer, staff reporter, social media editor, newsletter editor, associate opinion editor, associate news editor, copy chief and podcast producer

Minimum

\$60,048

Schedule B: Staff photographer, video editor

Minimum

\$65,213

Schedule C: Associate photo editor, senior video producer

Minimum

\$68,474

Effective October 1, 2022 – September 30, 2024

Schedule A: Producer, videographer, staff reporter, social media editor, newsletter editor, associate opinion editor, associate news editor, copy chief, podcast producer

Year	Minimum	105% of Minimum	110% of Minimum	115% of Minimum
2022	\$60,949	\$63,997	\$67,044	\$70,092
2023	\$61,863	\$64,957	\$68,050	\$71,143

Schedule B: Staff photographer, video editor

Year	Minimum	105% of Minimum	110% of Minimum	115% of Minimum
2022	\$66,191	\$69,500	\$72,810	\$76,120
2023	\$67,184	\$70,543	\$73,902	\$77,262

Schedule C: Associate photo editor, senior video producer

Year	Minimum	105% of Minimum	110% of Minimum	115% of Minimum
2022	\$69,501	\$72,976	\$76,451	\$79,926
2023	\$70,544	\$74,071	\$77,598	\$81,125