



November 1, 2023 – March 31, 2026

**Collective Bargaining Agreement between CWA Local
9415 and KPFA (Pacifica Foundation)**

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PREAMBLE

This Agreement is entered into as of November 1, 2023, between Pacifica Foundation, its successors and assigns, (“Employer”) which owns and operates radio station KPFA-FM and KPFB-FM in Berkeley, California, and the Communications Workers of America (“Local” or “CWA”).

This Agreement shall be binding upon the transferees, successors and assigns, including an entity resulting from any affiliation or merger (hereinafter “successors”) of the Employer. The Employer promises that in such an event it will undertake every possible effort to secure an enforceable agreement, in writing, of the successor to assume the Employer’s obligations under this Agreement.

The Employer agrees to notify the Union of any such event at least ninety (90) days prior to the effective date of any such transaction.

Section 1 - Recognition

The Employer recognizes CWA as the sole exclusive bargaining agent for all paid employees employed by Employer at its KPFA and KPFB facility in Berkeley, California excluding all confidential employees, managerial, and supervisory employees as defined by the National Labor Relations Act. Such excluded employees include: the General Manager, Assistant Manager/Development Director, Assistant to the Manager, Program Director, Operations Manager, Bookkeeper-Business Managers, Donor Relations Manager, Fund Drive Manager, and Chief Engineer. Also excluded from this recognition are all non-statutory Employees under the NLRA who are hired after August 1, 1997. Any individuals employed at Pacifica’s KPFA-FM or KPFB-FM facility in Berkeley, California, who are now or hereafter performing their work at said facility under another collective bargaining agreement, shall not be covered by this Agreement.

SECTION 2 - MANAGEMENT RIGHTS

A. It is understood and agreed that the Employer shall retain all of its customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the Employer had prior to the signing of any Collective Bargaining Agreement, including rights herein listed as examples, are to be retained by the Employer except as any of these rights, powers, functions or authorities are specifically abridged or modified by expressed written agreement with the Union.

B. It is further agreed that the following examples of management rights shall not be deemed to exclude other rights not herein listed. The management rights covered herein include the right to hire, classify, assign, promote, demote, suspend, or discharge employees; the right to locate or relocate work assignments; the right to establish safety regulations, codes of ethics and conduct, employment policies, shifts and rest periods, and changes due to technological advancements during the life of this Agreement.

C. Any decision of management, which is not otherwise subject to the requirements set forth in this Agreement, shall be fully within the discretion of the Employer. CWA agrees that Employer decisions concerning subjects which are not precluded by expressed provisions in this Agreement shall not be the subject of decisional or effects bargaining during the term of this Agreement. Notwithstanding the above, Employer shall engage in effects bargaining with the Union with respect to a sale, swap of frequencies or shut down of KPFA.

D. If the employer desires to revise an existing work rule or establish a new rule, which is not part of this Agreement, the Union will be given advance notice of the proposed rule change and be provided with an opportunity to meet and confer, and engage in impact and effects bargaining as is customary under applicable federal labor law.

SECTION 3 - UNION SECURITY

A. Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract. For the purpose of this Section, "employee" shall mean any person entering into the bargaining unit.

B. Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty (30) days after the effective date of this Agreement, until the termination of this Agreement.

C. The condition of employment specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirtieth day following the employee's return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Employer and leaves of absence of more than one month duration.

D. The Employer may inform employees and applicants for employment of their rights and obligations under the provisions of this Section. The Employer shall also provide a one hundred and twenty (120) minute period of time during the first week of employment for union designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours in a meeting room provided by the employer. No management employee or designee shall be present or monitor the meeting. Such meetings shall be on paid time for the employees and attendance shall be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer shall provide to the union the names and job assignments of the new hires.

E. The Employer shall inform The Union of all new hires covered by this agreement within thirty (30) days of hire date.

F. At least thirty (30) days prior to creating new job titles that purport to be excluded from this agreement, management shall offer to meet and confer with the union.

G. Union agrees to fully defend, indemnify and hold harmless the Employer for any liabilities, and costs it may incur as a result of its having performed the Employers obligations under this Article.

SECTION 4 - PAYROLL DEDUCTION OF UNION DUES AND REPORTS

A. The Employer agrees to make deductions of proportionate amounts of monthly Union membership dues or amounts equal to Union membership dues, hereinafter referred to as "dues", assessments, authorized arrearages, and initiation fees from the pay of an employee, upon receipt of a dues deduction authorization card, signed by such employee, each payroll period, and to pay over to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer's normal payroll procedures. Samples of deduction authorization cards are included in Appendix A of the Agreement.

B. If, for any reason, the Employer fails or is unable to make the authorized deduction from pay in any payroll period, the Employer will deduct the accumulated authorized deduction in an ensuing payroll period or periods the employee's pay is sufficient. In case the accumulated amount exceeds the amount of authorized deductions, the deductions shall be made in an ensuing payroll period or periods at up to four (4) times the authorized amount until the accumulated amount is deducted.

C. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed when an individual on leave is returned to the payroll.

D. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained-for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return to a bargained-for position, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

When an employee who has authorized the Employer to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues will be based on the higher rate of pay for as long as the employee remains in the higher classification.

E. The rate or amount of the dues deduction for all members, for any job title and wage classification may be changed by the Union notifying the Employer in writing of the dues change. Following notice from the Union, such change in dues rate or amount will be deducted from future wage payments in accordance with the Employer's regular payroll practice.

F. The Company Employer shall furnish the Union a monthly statement within ten (10) days of the close of the calendar month in which dues were deducted. The statement will be transmitted in electronic format including the following information for each employee having dues, assessment and/or initiation fee deduction authorization on file:

1. First name, last name and middle initial (if applicable);
2. Full-Time or Part-Time status;
3. Amount of dues, assessment or fees deducted;
4. Employee number or other unique identifier,
5. Base hourly wage rate;
6. Classification;
7. Work location;
8. Mailing address, including city, state and zip code; and
9. Date of Hire

The information listed above will be taken from Employer records and will be sent to the Union with the dues collected no later than ten (10) days after the end of the preceding month during which deductions were made; however, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith.

G. The Union agrees to fully defend, indemnify and hold harmless the Employer for any liabilities and costs it may incur as a result of it having performed the Employer's obligations under this article.

SECTION 5 - GRIEVANCE PROCEDURE

A. The Employer and the Union agree that timely interaction on issues can eliminate the cause for most grievances. While Management retains the right and responsibility to make decisions, which affect the station's operations, the parties will endeavor to jointly evaluate and plan proposed actions that affect the employees, the Union, and the Employer.

B. A grievance shall be defined as a complaint, dispute, controversy, difference or grievance, including disputes as to whether a matter is a proper subject for the grievance procedure, between the Union and the Employer and/or between employees and the employer, which may arise involving the interpretation, application or performance of the express terms of this agreement, employee discipline, or involving other conditions of work. All grievances shall be settled, determined, adjusted, and processed solely and exclusively in accordance with the procedures set forth in this agreement.

C. A grievance shall be presented in writing to an employee's or group of employees' immediate supervisor or the supervisor most directly responsible for the action being grieved within thirty (30) calendar days after the occurrence of the incident or event giving rise to the grievance or within thirty (30) calendar days after the employees(s) should reasonably become aware of the facts or circumstances constituting the grievance, whichever is later. The written grievance shall indicate the nature of the grievance, the facts upon which it is based, the provisions of the agreement allegedly violated and the remedy sought. The parties shall meet and discuss the grievance within fourteen (14) calendar days after the presentation of the grievance and management shall answer the grievance in writing within fourteen (14) calendar days after its presentation or the date of the meeting, whichever occurs later.

D. If the matter is not resolved at the first step, within fourteen (14) calendar days of the supervisor's response, the Union shall present the grievance to the General Manager in writing. The parties shall meet and discuss the grievance within fourteen (14) calendar days and attempt to resolve the grievance. The General Manager will respond in writing within fourteen (14) calendar days of the meeting.

E. If the parties cannot adjust or dispose of any grievance as set forth above, either party may, within thirty (30) calendar days of the second step reply, invoke arbitration by notice to the American Arbitration Association, with immediate copy to the other party. Arbitrators shall be selected by mutual agreement of the parties from panels submitted by the American Arbitration Association.

F. The arbitrator shall interpret this agreement in connection with issues properly presented to them for resolution consistent with the terms of this agreement and such resolution shall be

final and binding. The Arbitrator has no authority or power to add to, take from, disregard, modify or alter any of the provisions of this agreement. The Arbitrator shall be limited to make whole remedies and shall not have the power to levy punitive damages.

G. The cost of arbitration, including the fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall pay any fees, wages or expenses of its own representatives and witnesses.

H. Unless parties agree in writing to extend the time periods herein, failure to meet time limitations in this grievance/arbitration procedure shall constitute a waiver of the Grievance.

SECTION 6 - NON-DISCRIMINATION

A. Neither Employer nor the Union shall engage in or tolerate discrimination with regard to race, religion, creed, age, disability, sex, sexual orientation, marital status, national origin, a special disabled veteran, a disabled veteran, a veteran of the Vietnam era, union activities or political beliefs or any other discrimination which violates federal or state laws. The Employer shall follow Affirmative Action policies and shall seek a broad and diverse applicant pool when making new hires. It is KPFA's and CWA's commitment to have and maintain compliance with Corporation for Public Broadcasting requirements for a fully diverse workforce at all levels of employment, to promote programs, which support this policy and make decisions on employment and promotion to further the principle of equal employment opportunity. Employer shall take reasonable steps to maintain a working environment free of sexual harassment, racial discrimination and physical threats by non-employees including vendors and contractors.

B. No director, officer, manager or employee of the Employer shall be entitled to inspect or copy the employment file or any personal records of any employee covered by this agreement without either: (1) the express written consent of the identified employee, or (2) an absolute need to know the information in question, such that this knowledge is essential to the inspecting person's ability to perform their job. (The Employer specifically waives any rights that it may have under California Corporations Code section 6334 to the extent that they are inconsistent with the terms of this paragraph).

SECTION 7 - NO STRIKE BREAKING, NO STRIKE, NO LOCKOUT

A. The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.

B. The Union, its officers, agents, members and employees of the Employer covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit downs, job actions, stoppage of work, slowdowns, retardation of work procedures, boycott, sympathy strikes, corporate campaigns or any acts that interfere with the Employer's operations.

C. Any violation of the foregoing provisions may be made the subject of disciplinary action, including discharge.

D. The Union shall, upon demand by the Employer, shall instruct any employee who engages in any conduct inconsistent with the above provisions to immediately cease such actions.

E. This no-strike provision does not apply to situations where the safety and/or health of the employees is threatened.

F. No employee shall be assigned, transferred or required to go to any non-KPFA radio station, transmitter, studio or property while a lawful strike sanctioned by CWA is in progress, or to originate, duplicate, or transmit by any means, a program or programs especially produced for a non-KPFA station where a lawful strike sanctioned by CWA is in progress. At the Union's request, the Employer will consult with the Union regarding requiring an employee to broadcast or process in any way any program or programs material produced at any facility where a strike is in progress at that facility. The provisions of this section will be enforceable only to the extent that they are compatible with existing law. The Employer will be given seventy-two (72) hour notice of an impending strike. The Employer will also be notified and given seventy-two (72) hour notice of application of strike sanction, prior to such strike sanction becoming effective.

SECTION 8 - DEFINITION OF TERMS AND HIRING

A. Definition of Terms:

1. "Employee" refers to Paid Staff only, and excludes non-statutory employees (e.g., anyone who meets the state and federal legal criteria to work as an independent contractor).
2. "Temporary Job" is one with a defined end date, hired to either complete a specific task or fill in for an absent employee. Should an employee be kept in a temporary position or positions longer than 3 consecutive months, they shall enjoy all the rights and benefits that attach to an interim job, except that A Temporary Job shall not become a Regular Job.
3. "Interim Job" is one that lasts 3 months to no more than 1 year. Should a interim employee be kept in their position longer than 1 year, they become a regular employee.
4. "Regular Job" has no end date. Any regular employee who fills an interim or temporary position shall continue to enjoy all the rights and benefits of a regular employee without interruption.
5. Part-Time Job is a job whose regular weekly hours are less than those defined in Section 10 as Full Time.
6. "Internship" is a temporary position created principally to advance the learning and experience of the intern (rather than to meet the labor needs of the employer). Interns shall not be used to fill regular jobs. Internships shall last no longer than one (1) year. Exceptions and extensions must be approved by the Union. Interns may be paid or unpaid. If paid, the union must approve any arrangement under which interns employed by KPFA are paid less than the base wage in this contract.

B. Open Hire

All regular and interim job openings at KPFA, including for jobs outside the bargaining unit, shall be posted internally for no fewer than thirty (30) days. Internal posting shall consist of 1) posting the job announcement to employer's website; 2) physically posting the job description in a place accessible to

all employees on the employer's premises; and 3) circulating the job description electronically via whatever channel management customarily uses to make all-staff announcements.

C. The employer will not hire Security Services except for protection of employees, volunteers, the public and property.

D. The Employer will post this agreement on staff website pages accessible to all employees.

E. Orientation

The employer will also provide new employees a copy of, or link to, this agreement and up to date enrollment information for all Pacifica/KPFA benefits they are eligible for within the first month of employment.

SECTION 9 - PROBATION

All new employees shall be on probation for the first six (6) months of their employment. All benefits due to the new employee will commence after three (3) months. At any time during the probationary period the Employer may discipline or terminate them without cause. If a probationary employee is disciplined, the employee may grieve such discipline through the first two steps of the grievance procedure in Section 6. Such grievance cannot proceed to arbitration.

SECTION 10 - WORK WEEK

The work week of a full time employee will be forty (40) hours in a seven (7) day period, with part-time employees working proportionate times. Each employee is entitled to two (2) consecutive days off within each seven (7) day period.

SECTION 11 – GENERATIVE ARTIFICIAL INTELLIGENCE

The Employer shall not use technologies such as generative artificial intelligence to simulate a specific named employee's voice for broadcast, without written approval by the employee whose voice is simulated.

Section 12 - Layoff and Recall

Should it become necessary to reduce the workforce due to lack of work or other reasons including economic necessity, employees shall be laid off in the following manner.: in cases where skill, ability, knowledge and job performance are all equal, or could be equal in the opinion of the Employer after reasonable orientation and training, seniority shall prevail. Those who will be laid off shall be notified as soon as possible, normally thirty (30) working days, but in no case less than fifteen (15) working days before such layoff is to take place. The employer agrees to actively explore alternatives to the layoff(s) before the effective date of the layoff, if so requested by the Union. The layoff list shall be provided to the union steward. Laid off employees shall be responsible for keeping the Union and the Employer informed in writing of their current address. A regular employee who is laid-off may choose to bump to another job in their department where skill, ability, knowledge and job performance are all equal, or could be equal in the opinion of the Employer after reasonable orientation and training.

Before hiring any new regular employees, the Employer will recall all laid off regular employees on the seniority list unless no remaining laid off regular employee is qualified to do the available job. When regular employees are recalled, the last regular employee laid off shall be the first to be rehired, if skill, ability, knowledge, and job performance are equal in the opinion of the Employer, or could be equal after reasonable orientation and training. Recall notification will be sent by certified mail. Any regular employee who has been laid off for nine (9) months and has not been recalled shall be considered terminated.

Laid-off employees shall be paid severance totaling one (1) week of pay per year of seniority minus any accrued time off otherwise payable to the employee upon termination. Severance may be paid over time, at the employee's normal rate of pay, and halted if and when the employee resumes work pursuant to recall or bumping rights. There shall be a minimum of two (2) weeks' severance pay, and a cap of ten (10) weeks' severance pay. Until bargaining over the wage reopener described in Section 19b concludes, there will be a minimum of four (4) weeks' severance pay, and a cap of twelve (12) weeks' severance pay.

SECTION 13 - DISCIPLINE/DISCHARGE

A. **Just Cause:** The Employer shall have the right to discharge any Employee for just cause. "Just cause" is stated to be a flexible concept related to the facts of a particular case, with no predetermined formula applicable to all cases.

B. The Union and Employees recognize the rights of the Employer to make reasonable work assignments. It is understood the Employer recognizes and will adhere to the concept of progressive discipline and will apply steps as appropriate in each case. Discipline may be in the form of a verbal reprimand, a written reprimand entered into the Employee's personnel file, a suspension without pay, or a discharge.

C. Material relating to disciplinary actions in an Employee's personnel file, which has been in the file for longer than three (3) years shall be removed provided the Employee has not been the subject of disciplinary action since the date of such prior action.

SECTION 14 - SENIORITY

Seniority shall be measured by the total length of employment by the Employer. When an employee has had a prior paid position at any radio station, Bureau, or service operated by the Employer that was terminated other than by discharge for just cause within the past 5 years, such employment shall be credited to total seniority of an employee at KPFA-FM. No employee shall be bumped due to seniority accrued at stations or units other than KPFA-FM.

Employees of any classification will receive one year of seniority for any calendar year in which they work at least three hundred (300) or more hours.

Employer shall have until February 1, 2024 to re-calculate seniority for current employees under this standard; any increased seniority pay resulting from such re-calculation shall be paid retroactive to the start of this agreement.

SECTION 15 - RETIREMENT / SAVINGS

- A. Effective January 1, 2021, the Employer shall contribute an amount equal to 2% of each eligible regular employee's gross pay to the Pacifica Foundation 403(b) Retirement Plan.
- B. Employees are encouraged to participate in savings plans. KPFA will match an employee's contribution to their 403(b) account up to 4% of the employee's gross pay.

SECTION 16 – VACATIONS

KPFA employees, working a regular or interim job of 20 hours or more a week excluding temporary job hours, shall be entitled to a paid vacation according to the following schedule:

- A. First year of employment: Vacation with pay shall accrue at the rate of eight (8) hours per month after the first two (2) months. No vacation can be taken prior to three (3) months continuous employment. After an employee has worked for 6 months, she/he is eligible to borrow the remaining vacation time for that year.
- B. Second year of employment: Paid vacation shall accrue at the rate of ten (10) hours per month.
- C. Third year of employment: Paid vacation shall accrue at the rate of thirteen and one third (13.33) hours per month
- D. Fourth year of employment: Paid vacation shall accrue at the rate of sixteen and two thirds (16.67) hours per month.
- E. Employees, working a regular or interim job 20 hours or more a week but less than full-time excluding temporary job hours, shall accrue vacation on a pro-rata basis.
- F. Until December 31, 2024, vacation shall stop accruing when an employee has reached 1.5 times their annual accrual.
- G. Beginning January 1, 2025 vacation accruals shall be capped at 1.2 times each employee's annual accrual. Employees who have reached the cap will not accrue additional time until vacation hours are taken.
- H. On January 1, 2025, any employee who has accrued vacation hours in excess of the new cap shall stop accruing vacation hours until their balance of accrued vacation time falls below the new cap.
- I. Vacation shall begin on the day immediately following an employee's regular day off. A holiday falling within the vacation shall entitle the employee to an extra day of vacation, consecutive within that vacation.
- J. If an employee has been discharged, laid off, or resigned, accumulated vacation shall be paid.

K. If an employee has been discharged, laid off, or resigned and has borrowed vacation time for the rest of that year that borrowed vacation time shall be withheld from the final paycheck. If the amount borrowed exceeds the amount of the final paycheck, the remainder shall be due KPFA.

L. Vacation year is based on date of hire. Those who are currently taking calendar year (January-January) vacations may continue to do so.

M. KPFA may require vacation selection procedures for scheduling purposes, but will not otherwise restrict vacation selection.

SECTION 17 - HOLIDAYS

A. Paid holidays are: New Year's, Day, Martin Luther King Jr, Presidents' Day, Cesar Chavez Day, International Workers Day (May Day), Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Armistice Day (aka Veterans' Day), Thanksgiving Day, the day after Thanksgiving, all weekdays falling on December 24 through December 31, and two (2) days of employee's choice. Employees not regularly scheduled to work on the day of the week a holiday falls on shall not be paid for time off on that day. The employer retains the right to add more holidays at their discretion.

B. If an employee is required by management to work 4 hours or more on a holiday they shall receive 8 hours' holiday pay in addition to wages for hours worked. If any of the above listed holidays falls on a weekend, the employee must receive the following weekday off.

C. If an employee wishes to work on a holiday for the purpose of taking an alternative day off, they shall submit a written request with reasonable advance notice explaining what work they propose to perform on the holiday, which date they propose to take off instead, and how they propose to cover their duties on that day. When such requests can be accommodated without incurring additional expense, the employer shall not unreasonably withhold approval.

Section 17.1 - Time Off Transparency proposal.

A. Purpose

The purpose of this Time Off Transparency clause is to establish clear guidelines and procedures to ensure that employees have consistent access to information regarding accrued and available time off benefits, including but not limited to vacation days, sick leave, and other forms of paid or unpaid leave.

B. Accurate Time Off Records

The employer shall maintain accurate and up-to-date Time Off Records for each employee. These records shall be accessible to employees through a secure online portal or another easily accessible method.

C. Frequency of Updates

Time Off Records shall be updated no less frequently than once per pay period to reflect accrued time off, used time off, and any approved time off requests.

D. The employer will have until February 1st, 2024, to implement this

Section 17.2 - Jury Duty

The Employer will provide employees paid time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Payment shall be at the regular rate less the amount of money paid by the state for serving on the jury.

The Employer will also provide employees with paid time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees shall report to work for the remainder of each day or portion of a day in which jury/witness duty does not consume their normal working hours.

SECTION 18 - COVERAGE OF DUTIES

When a Public Affairs employee is scheduled to be absent for less than a week months, the employee may be required to prepare one-half of their on-air hours with a prerecorded or an "evergreen show." An employee will be paid one-hour for preparing each replacement program.

Public affairs, news, board operators and essential staff shall have their duties covered on an hour-for-hour basis. Although an employee may help identify fill-ins for their time away, it is ultimately the employer's responsibility to ensure their duties are covered or appropriate content is broadcast. Unavailability of replacements shall not be used as a basis for denying requests for time off made with reasonable notice.

SECTION 19 - Wages

A. Base Wage. Effective November 1, 2023, upon ratification the base wage shall be \$27.01 dollars per hour base pay. Effective October 1, 2024, upon ratification the hourly base rate shall be \$27.82, a 3% increase to the previous base wage, then increase according to the COLA outlined in the next section. Effective October 1, 2025, the COLA-adjusted hourly base rate shall increase an additional 3% before the next COLA.

B. Cost of Living Adjustment (COLA). Beginning October 1, 2024, the base wage rate shall receive an annual Cost of Living Adjustment (COLA). The COLA shall increase wages by an amount equal to the increase for the 12 months ending in June in The Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward Metropolitan Statistical Area (or if such index is discontinued, then in the most similar successor index). The COLA shall

not be less than 0%, nor more than 4.0%. Each annual COLA shall be applied after, and in addition to, any base wage increases specified in paragraph A of this section.

1. **Inflation in excess of COLA cap.** Should the increase in inflation exceed the COLA cap specified above, the balance shall be added to the next annual COLA(s) in which regional inflation falls below the cap.
For instance: if inflation in 2024 exceeds the cap by 0.5%, and inflation in 2025 falls below the cap by 0.5%, then the COLA shall increase the wage by the full cap for both years.
2. **Ratification Bonus.** Overpayments of seniority back-pay from the May 15, 2024 payroll shall become bonus pay upon ratification of this agreement, and not recoverable by the employer.

C. Seniority increments of 0.5% for each year of seniority shall be paid. Employees shall receive each increment on their hire anniversary or the first day of the following pay period.

D. Late Paychecks: There will be a \$15 penalty for each employee for any paycheck tendered 5 working days late. The penalty accrues for every 5 working days late.

E. Employees shall be provided an option of direct deposit.

F. No changes in pay schedule shall be made without consulting the Union.

SECTION 20 - LEAVES OF ABSENCE

A. **Leave of absence:** An employee working a regular job, who has completed two (2) years of service may take a two (2) month leave of absence without pay and without loss of seniority or benefits, upon approval of management. Given adequate prior notice, Employer shall not unreasonably withhold permission for an educational leave that would improve job performance and contribute to station functioning. There will be no loss of seniority for educational leaves.

B. **Parenthood leave:** Employer shall, upon written application, grant any employee working a regular job, a special leave of absence up to nine (9) months for maternity/paternity reasons, with full reinstatement privileges and without loss of seniority. If both parents are employees, then only one may take a leave of absence, or both may negotiate a shared leave. Employees shall be entitled to four (4) weeks of paid parenthood leave. Single parents shall be entitled to six (6) weeks of parenthood leave. Parenthood leave must be taken within one (1) year of birth or adoption and will normally be a continuous period unless otherwise agreed. Parenthood leaves under this section shall not be in addition to those permitted under State or Federal Law. This paragraph will apply to employees who are domestic partners, Union and Management will meet to define qualification for domestic partnership.

C. Family & Medical Plan: Employees who take time off to care for a family member with a serious medical condition may be eligible for up to six (6) weeks of partial pay through California's Paid Family Leave program. The Employer shall, upon written application, pay the remaining wages for an employee who is off work and receiving Paid Family Leave benefits, up to a maximum of forty-five percent (45%) of the employee's usual pay for up to six (6) weeks.

SECTION 22 - SICK LEAVE

All employees working a regular, or interim job more than 20 hours a week shall accrue paid sick leave at the rate equal to one (1) day per month, hours are prorated for part-time employees, up to a maximum of 20 working days.

For all other bargaining unit employees the employer will abide by all applicable local, state, and federal laws.

For employees working a regular or interim job in cases of catastrophic illness or injury, after an employee has exhausted their sick and vacation pay, KPFA will provide up to one (1) year sick leave integrated with S.D.I. or Workers Compensation.

Section 22.1 - Incarceration

1. Employer will not terminate an employee due to an employee's inability to perform work as a result of incarceration.
2. At their request, an employee unable to work by reason of incarceration may be paid out of their accrued vacation during incarceration until that accrual is exhausted.
3. Upon their release, Employees incarcerated for less than one (1) year shall have a right to return to their position, if that position still exists.
4. This section shall not be interpreted to bar the employer from terminating the employment of someone for being convicted of a crime that impacts their suitability for continued employment (e.g., a bookkeeper who has been convicted of embezzlement)
5. This section shall not be interpreted to bar the employer from laying off an incarcerated employee for lack of work upon their return (e.g., if their position has ceased to exist).

SECTION 23 - DENTAL PLAN

A. KPFA will provide dental insurance for employees, working a regular or interim job at 20 hours or more a week and their eligible dependents according to the plan in force at the time. Employees working a regular or interim job whose consistent hours are equal to or greater than 60% FTE (24 hr/wk) will be provided domestic partner/spouse coverage. Employees with a regular or interim job whose hours are less than 60% FTE (24 hr/wk) may obtain coverage for their domestic partner/spouse at the employees' expense.

B. Employees who have been provided coverage exceeding that provided for in paragraph A, will have that coverage continued for the life of this agreement.

SECTION 24 - HEALTH AND SAFETY

Employer recognizes the right of the employees to secure, safe, non-violent and healthy working conditions and its responsibility to provide said conditions. The Union and employees acknowledge the obligation of the employees to abide by the Employers Safety and Health Policies and requirements and to follow safe work practices. The staff shall become familiarized with the different types of potential job hazards and the correct methods used to control them. Verbal, written, e-mail or other electronic public attacks, denunciation and harassment by a fellow co-worker of an employee constitute an unsafe working environment for said employee.

A Health and Safety Committee shall be established, consisting of representatives from the staff and Employer. Its function shall be to provide health and safety education for incoming employees, to monitor the health and safety conditions in the station and to review complaints regarding any unsafe or hazardous working conditions at the station. The committee shall meet at least once a quarter, however, meetings can be more frequent with mutual agreement.

The committee shall have equal numbers of bargaining unit members and managers and may include unpaid staff.

Any worker has the right to refuse to perform work that poses an imminent hazard of serious injury or illness without loss of pay.

Safety hazards shall be brought to the attention of the Health and Safety Committee. Any dispute that is not settled in the Health and Safety Committee within 10 days shall be subject to the grievance procedure.

Section 24.1 - Remote Work

1. If an employee who normally works from the physical premises of the employer wishes to transition to remote work, the employee must provide the employer with a written request for employer approval to perform all or part of their job functions remotely, with a plan to ensure all duties routinely performed at the station can be done remotely without significant cost or burden to the employer. The employer shall not unreasonably withhold permission for an employee to perform all or part of their job functions remotely.

2. If the employer requires a return to in-person work of any employee who has previously been allowed or directed to perform their job duties remotely, the employer shall provide at least 12 months notice.

3. For employees whose positions may require some in-person work: employer shall, at the employee's request, make reasonable scheduling accommodations to minimize commute days without significant burden to the employer.

Section 24.2 - Media Liability Insurance

The employer shall procure Media Liability Insurance, and maintain it for the duration of this agreement.

SECTION 25 - DISABILITY

A. Disability: Employees eligible for disability compensation under the California State Unemployment Insurance Code must make an application for such benefits when they become physically incapacitated for work.

B. Employees may integrate sick pay benefits in partial days so that SDI payments and sick day payments total full pay.

SECTION 26 - TRANSPORTATION & REIMBURSEMENT FOR EXPENSES

All employees required to travel in connection with KPFA-FM or Pacifica Foundation business shall be reimbursed, provided such travel or transportation is authorized by the Employer (allowance for use of private car shall be at the current IRS rate per mile). Employees shall not be required to use their own automobiles unless it is a condition of hire or they consent thereto. Consent for use of automobiles for station functions regarding current employees shall be under separate agreement between the Union, Employer and affected workers.

For all authorized expenditures made in connection with their work assignments, employees shall be entitled to reimbursement.

Employer can set reasonable deadlines for employees to submit reimbursement requests. Employees shall be reimbursed within thirty (30) days of following procedures outlined by the Employer. Employees who do not submit required receipts by deadline may be subject to a delay of up to ninety (90) days in reimbursements.

The Employer shall establish a pre-tax "commuter check" benefit as well as a bicycle commuter benefit.

SECTION 27 – CHILDCARE ALLOWANCE

A. The Employer shall reimburse KPFA full-time employees, working a regular or interim job 20 hours or more a week, for childcare expenses for children \$250/child/month through age twelve (12). The Employee will submit an invoice for expenses incurred for childcare through the Dependant Care Flexible Spending Account (DCFSA) administrator.

B. KPFA will investigate and implement a pre-tax section 125 dependent care expense plan if feasible.

SECTION 28 - TRAINING AND CONFERENCES

A. Employees will be allowed to take up to five (5) working days per year to voluntarily attend with management approval career and professional seminars, training sessions, workshops and conferences without loss of pay or vacation.

B. Employees may be reimbursed from a station fund, budgeted at \$5000/year, for classes and training reasonably related to the mission of KPFA and approved by management. Each individual can receive up to \$500/year. The fund does not need to be disbursed each year. These can be classes taken for no grade.

C. KPFA may require reports back or other reasonable means of sharing the benefits of such training throughout the station.

SECTION 29 - AUTHORITY OF UNION REPRESENTATION

A. A Union Representative may request relief from the Employer from their duties at any time to investigate and settle grievance issues and present them to the Employer without loss of seniority or benefits. Relief from duty shall be limited to necessary time off. Stewards shall normally conduct union business on their own time.

B. When any Union Representative is relieved from duty on their regularly scheduled shift to attend to grievance matters, they shall not lose any pay. They shall complete the grievance matters as promptly as possible and return to work as soon as the handling of the grievance is completed.

C. Upon written notice, the Employer will grant a Union member leave for the performance of Union business without loss of benefits or seniority. Given at least two (2) weeks prior notice, the Employer will give any Union member elected as a local delegate unpaid leave to attend district or national conventions, participate in negotiations, or perform any other Union duties without loss of seniority or benefits.

D. Three (3) members of the Union Bargaining team employed at KPFA will suffer no loss of seniority, pay, wages or benefits while engaged in the collective bargaining process. In addition, all hours meeting with management in the collective bargaining process will count towards the forty (40) hour workweek not to exceed ten (10) hours per Day.

SECTION 30 - STEWARD AND OFFICER SENIORITY

Upon request of the Local, an elected Shop Steward will be given seniority preference when layoffs take place. An elected Local Officer, upon request of the Local, will be given seniority preference at the time when layoffs take place in the station in which is they are employed. No more than two (2) stewards shall be subject to this provision.

SECTION 31 - VOICE BUG

Management agrees to broadcast at least three (3) times a week between 7am and midnight a "voice bug" to be agreed to by the parties.

SECTION 32 - MODIFICATION AND TERMS OF AGREEMENT

Sixty (60) calendar days before the expiration date of this Agreement, either party may propose modifications, revisions or additions to the provisions of this Agreement.

Negotiations shall begin within thirty (30) days before the expiration of this Agreement.

This agreement shall remain in full force and effect until the 31st day of March, 2026.

Communication Workers of
America, Local 9415

X _____ DATE ____

CWA9415 President Decovan
Rhem

X _____ DATE ____

CWA Secretary – Treasurer Jason
Montgomery

Pacifica Foundation / KPFA

X _____ DATE ____

Pacifica Foundation Executive
Director Stephanie Wells

X _____ DATE ____

KPFA General Manager Antonio
Ortiz

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Communication Workers of

America, Local 9415

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Decovan Rhem DATE 7/19/2024
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CWA9415 President Decovan

Rhem

X DocuSigned by:
Jason Montgomery DATE 7/19/2024
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CWA Secretary – Treasurer Jason
Montgomery

Pacifica Foundation / KPFA

X DocuSigned by:
Stephanie Wells DATE 7/19/2024
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Pacifica Foundation Executive

Director Stephanie Wells

X DocuSigned by:
Antonio Ortiz DATE 7/19/2024
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KPFA General Manager Antonio
Ortiz