

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**PACIFICA FOUNDATION  
(KPFA 94.1 FM)**

**and**

**COMMUNICATIONS  
WORKERS OF AMERICA  
LOCAL 9415**

**Nov. 1, 2020 - Oct. 31, 2023**

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## **PREAMBLE**

This Agreement is entered into as of November 1, 2020, 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.

The Employer shall provide information to the union, including financial information, at the same time and in the same form it is provided to other prospective bidders.

## **SECTION 1 – RECOGNITION**

The Employer recognizes CWA as the sole exclusive bargaining agent for all paid employees employed by Employer at it’s KPFA and KPFB facility in Berkeley, California excluding all confidential employees, the Manager, Assistant Manager/Development Director, Assistant to the Manager, Program Director, Operations Manager, and Bookkeeper-Business Managers. 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 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 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 bargaining unit members for the 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 meeting 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 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 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 its having performed the employers 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 30 calendar days after the occurrence of the incident or event giving rise to the grievance or within 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 14 calendar days after the presentation of the grievance and management shall answer the grievance in writing within 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 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 14 calendar days and attempt to resolve the grievance. The General Manager will respond in writing within 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 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 her/him 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. 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 work force 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 his or her 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, 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. Employer will be given 72-hour notice of an impending strike. Employer will also be notified and given 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.
  - 2. "Temporary Job" is one which lasts no more than 4 months. Temporary employees shall not be used to fill regular jobs. Exceptions and extensions must be approved by the Union. Requests for exceptions and extensions will be made within 60 days.
  - 3. "Interim Job" is one that lasts 4 months to no more than 1 year.



4. "Regular Job" has no end date and is from half time to full time.
5. "Regular-Part Time Job" has no end date and is from quarter time to less than half time.
6. "Occasional Job" is less than quarter time for an indefinite period.
7. "Contract work" is for a specific task and shall not replace a regular station function. After completion of 4 months of contract work, Employer will consult with the Union to determine whether a permanent hire should take place.
8. The employer will not hire Security Services except for protection of employees, volunteers, the public and property. The employer shall notify the union before hiring Security Services.

#### **SECTION 9 - PROBATION**

All new employees shall be on probation for the first 6 months of their employment. All benefits due the new employee will commence after 3 months. At any time during the probationary period the Employer may discipline or terminate her/him 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 40 hours in a 7-day period, with part-time employees working proportionate times. Each employee is entitled to 2 consecutive days off within each 7-day period.

#### **SECTION 11 - PAY RATE COMPUTATION**

Hourly wages for all regular and interim employees shall be computed at the full-time rate of pay with seniority divided by the number of hours in the month (173.33) when it is necessary to make an hourly computation of wage rates. No changes in pay schedule shall be made without consulting the Union.

#### **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 her or his current address. An employee who is laid-off may choose to bump to another job in her/his 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 employees on the seniority list unless no remaining laid off employee is qualified to do the available job. When employees are recalled, the last 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 employee who has been laid off for nine (9) months and has not been recalled shall be considered terminated.

### **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. Temporary employees who are hired permanently shall have previous service credited for all purposes. 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.

### **SECTION 15 - RETIREMENT**

- A. The Employer will contribute an amount equal to 2% of each eligible regular employee's gross pay to The Pacifica Foundation Retirement Plan **through December 31, 2020. The Employer shall no longer contribute to the Pacifica Foundation Retirement Plan, which was closed to contributions on December 31, 2020.**
- B. **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 referenced in Section 31.**

### **SECTION 16 - VACATIONS**

KPFA regular and interim employees 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 1 day per month after the first two months. No vacation can be taken prior to 6 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 regular rate of 15 working days per year. Prior to 18 months continuous employment, an employee can take 2 weeks vacation.
- C. Third year of employment: Paid vacation shall accrue at the rate of 20 working days per year.
- D. Fourth year of employment: Paid vacation shall accrue at the rate of 25 working days per year.
- E. Regular-Part Time employees shall accrue vacation on a pro-rata basis.
- F. Accrual shall stop at such time as an employee accrues one and one half (1 ½ ) times their annual accrual based on their current accrual rate.
- G. 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.
- H. If an employee has been discharged or resigned, accumulated vacation shall be paid.
- I. 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.
- J. Vacation year is based on date of hire. Those who are currently taking calendar year (January-January) vacations may continue to do so.
- K. KPFA may require vacation selection procedures for scheduling purposes, but will not otherwise restrict vacation selection.

## **SECTION 17 - HOLIDAYS**

- A. Holidays are: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, two (2) days of employee's choice, and two (2) days to be assigned by Management at the beginning of calendar year.
- B. If an employee is required by management to work 4 hours or more on a holiday s/he shall receive an additional compensatory day off. If any of the above listed holidays falls on a weekend, the employee shall receive the following weekday off.

## **SECTION 18 - COVERAGE OF DUTIES**

When a Public Affairs employee is scheduled to be absent for at least a week but up to two months, the employee may be required to prepare one-half of his/her on-air hours with a prerecorded or an "evergreen show." An employee will be paid one-hour for preparing each replacement program. Management guarantees that the public affairs employees' duties shall be

covered by a temporary one-half time paid replacement. News and board operators shall have their duties covered on an hour-for-hour basis.

### **SECTION 19 – WAGES**

- A. The hourly rate shall be **\$24.35** dollars per hour base pay (a **3%** increase to the current rate), effective November 1, **2020** upon ratification. **The hourly rate shall rise to \$25.08 (a 3% increase) on November 1, 2021. The hourly rate shall rise to \$25.83 (a 3% increase) on November 1, 2022.**
- B. Seniority increments of \$20 per month for each year of seniority shall be paid. Employees shall receive an increment on April 1 or October 1 of each year. No seniority increment shall accrue unless the employee works 9 months of the previous year.
- C. 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.
- D. Employees shall be provided an option of direct deposit.

### **SECTION 20 - LEAVES OF ABSENCE**

- A. Leave of absence: A regular employee who has completed 2 years of service may take a 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 regular employee a special leave of absence up to 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 4 weeks of paid parenthood leave. Single parents shall be entitled to 6 weeks parenthood leave. Parenthood leave must be taken within one 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 weeks of partial pay through California's Paid Family Leave program. 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 45 percent of the employee's usual pay for up to six weeks.

### **SECTION 21 - MEDICAL PLAN**

- A. KPFA will replace Kaiser plan 36301-0001 with Kaiser plan 600575-00 or as close to current plan as possible, or pay up to equivalent cost for PacifiCare 10/0/10 alternative

coverage provided through the Healthcare Employees Health and Welfare Trust for all full-time, three-quarter time, and half time employees and their eligible dependants according to the insurance/medical plan in force at the time. **Greater than 60% FTE (24 hr/wk) employees** will be provided domestic partner/spouse coverage. **Employees working less than 60% FTE (24 hr/wk)** may obtain coverage for their domestic partner/spouse at the employee's expense. Employee portion of any premium exceeding Kaiser plan cost shall be payroll deducted utilizing a pre-tax Section 125 plan. KPFA will investigate and implement a pre-tax section 125 medical expense plan if feasible.

- 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.
- C. **At either the Employer's or the Union's request, the parties may meet to review employee medical insurance costs one hundred and twenty (120) days before the CBA's medical plan's open enrollment period.**

#### **SECTION 22 - SICK LEAVE**

All regular employees shall accrue paid sick leave at the rate of 1 day per month up to a maximum of 20 working days. 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. Sick Days are prorated for non-full-time employees.

#### **SECTION 23 - DENTAL PLAN**

- A. KPFA will provide dental insurance **for all full-time, three-quarter time, and half time employees and their eligible dependents according to the plan in force at the time.** **Greater than 60% FTE (24 hr/wk) employees** will be provided domestic partner/spouse coverage. **Employees working less than 60% FTE (24 hr/wk)** may obtain coverage for their domestic partner/spouse at the employee's 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 first meeting of this committee will be within 30 days from ratification.**

**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 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. An Employee who is unable to return to work due to a disability is eligible for unpaid benefits under the Severance section (Section 17) of this agreement.
- C. 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 entitled to reimbursement for expenditures shall be reimbursed within 30 days following procedures outlined by the Employer.

Employer shall establish a pre-tax “commuter check” benefit as well as a bicycle commuter benefit, in accordance with IRS tax code section 132(f). An employee shall upon request receive either a \$20 per month bicycle voucher or a transit commuter check funded through the employee’s pre-tax earnings and coordinated by KPFA’s payroll service provider.

### **SECTION 27 - CHILDCARE ALLOWANCE**

- A. The Employer shall reimburse KPFA regular full-time employees, including temporary employees, for childcare expenses for children \$250/child/month for pre-kindergarten children and \$150/child/month through age 12. Part-time employees will be reimbursed on a pro-rata basis. The Employee will submit an invoice for expenses incurred for childcare. The Employer will explore the option of contracting for childcare services for

KPFA workers.

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

### **SECTION 28 - TRAINING/CONFERENCES**

- A. Employees will be allowed to take up to 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 REPRESENTATIVES**

- A. A Union Representative may request relief from the Employer from her/his 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 her/his regularly scheduled shift to attend to grievance matters, she/he shall not lose any pay. She/he 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 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 40 (forty) hour workweek not to exceed 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 she/he is employed. No more than 2 stewards shall be subject to this provision.

**SECTION 31 - SAVINGS PLANS**

Employer will add fifty (50) dollars per month (prorated for part-time employees) to each employees pay, which may be incorporated into the hourly rate based on contracted FTE status.

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.

Late contribution: There will be a \$50 penalty for each employee for any employee 403(b) contribution tendered 5 working days late. The penalty accrues for every 5 working days late.

**SECTION 32 - 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 33 - MODIFICATION AND TERM OF AGREEMENT**

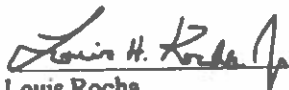
Sixty (60) calendar days before the expiration date of this Agreement, either party may propose modifications, revisions or additions to the provisions of this Agreement. Negotiations shall begin within 30 days before the expiration of this Agreement.

This agreement shall remain in full force and effect until the 31st day of the 10th month of the year 2023.


SIGNED FOR:

COMMUNICATIONS WORKERS  
OF AMERICA

PACIFICA FOUNDATION, INC.

 Date 7/26/2021  
Louis Rocha  
CWA Staff Representative

 Date: 7/21/21  
Lydla Brazon  
Interim Executive Director

 Date 7/26/2021  
Jason Montgomery  
CWA Local 9415 Secretary-Treasurer

 Date: 7/26/2021  
Quincy McCoy  
KPFA General Manager



## LETTER OF AGREEMENT RE: WORK FROM HOME

**The parties have agreed to this side letter pertaining to COVID restrictions and remote work with a sunset of one (1) year after ratification.** During the 2020 – 2021 COVID Pandemic, the Station has complied with local, state and federal restrictions designed to protect the health of the employees and members of the local community.

Among the strategies undertaken by the Station has been the promotion of remote work activities in place of work activities performed at the station. The Station plans to allow, and as necessary, require employees to perform their work duties outside of the station until the local, state and federal requirements are lifted.

In the event that an employee wishes to perform certain work activities remotely after the lifting of COVID restrictions, the employee must request the extension of remote work arrangements. The General Manager will assess the feasibility, duration, effects of the requested arrangement.

In the event that an employee has been directed or allowed to work remotely, the Station will provide the employee with 12 months' notice of a requirement to return from the remote work assignment.

Employees working from home may request reimbursement for services and equipment expenses associated with remote work assignments which are required by the Station.

The station's Health and Safety Committee shall meet with the General Manager to review policies associated with the prevention of COVID-19. Beginning May 2021, this committee will meet to review appropriate policies to prevent the spread of infectious diseases as employees return to their on-site work assignments.

\_\_\_\_\_  
Date:  
Louis Rocha  
CWA Staff Representative

\_\_\_\_\_  
Date:  
Quincy McKoy  
KPFA General Manager