

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON  
AND THE  
SCREEN ACTORS GUILD – ASSOCIATION FEDERATION OF TELEVISION RADIO  
July 1, 2019 – June 30, 2022  
(KUOW)

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## **MISSION STATEMENT AND PREAMBLE**

The purpose of this agreement is to set forth certain terms and conditions of employment and to promote orderly and peaceful labor relations between the parties. The parties agree it is to their mutual benefit to promote systematic and effective employee-management cooperation; fair and reasonable working conditions; effective methods for the prompt adjustment of differences, misunderstandings, and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures.

The parties recognize the special nature of KUOW as an independent, self-sustaining service of the University of Washington and as a distinguished institution in the Pacific Northwest. They also recognize the special, mission-driven nature of public media as distinguished from commercial media. The parties embrace KUOW's specific mission: to create and serve an informed public, one challenged and invigorated by an understanding and appreciation of events, ideas and cultures. The parties also recognize that creating good wages, benefits, and working conditions is critical to attracting and retaining high-quality employees who can build sustainable careers serving the communities of Seattle and beyond.

## **ARTICLE 1 – UNION RECOGNITION**

The Employer recognizes that SAG-AFTRA is the sole and exclusive collective bargaining representative for University of Washington regular full-time and regular part-time employees working at the Employer's radio station KUOW and employees working in remote bureaus of KUOW, who perform work that is exempt from civil service creating news and local programming, specifically, those University of Washington employees who produce, report, write, host or announce news for KUOW radio including web content, video, and podcasts.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Except as expressly modified by a specific provision of this Agreement, the Employer reserves and retains exclusively to itself the rights in the exercise of the functions of management, including but not limited to the following rights: to manage, direct and operate the Employer's business, finances, and facilities; to hire employees and determine the size of the workforce; to direct and assign work to its employees; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation programs; to establish and/or change operational methods, technology, materials, equipment and facilities; to select employees for training and to train employees; to set and modify schedules and shifts, including the start time and end time for all shifts; to issue corrective action and to discharge employees for just cause; to lay off employees for lack of funds or work (except that, where the Employer decides to close down or relocate operations covered by this Agreement, the Employer agrees to inform the Union in advance of the decision and, upon request, bargain over the effects of such decision); to establish new facilities and/

or change, relocate or close existing facilities; to discontinue operations in whole or in part; and to determine the scope and direction of the business.

In addition, the Employer retains its rights to determine all content and editorial matters that are not in conflict with the terms of this Agreement, 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 shows and modifying or ending shows; and determining coverage areas.

### **ARTICLE 3 – NON-DISCRIMINATION AND DIVERSITY**

- 3.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee because of race, religion, color, age, sex, national origin, marital status, disability, Veteran status, sexual orientation, gender identity or expression, genetic information, pregnancy, political affiliation, political belief, or membership status in a union. Unlawful harassment is included as a form of prohibited discrimination.
- 3.2 Information. In January of each year of this Agreement KUOW UW will provide SAG-AFTRA with (a) information showing the job classification, race and gender of all employees in the bargaining unit as of January 1 of that year; (b) information showing the job classification, race and gender of all new hires into the bargaining unit during the prior calendar year and (c) information showing the job classification, race and gender of employees promoted within the bargaining unit during the prior calendar year; and (d) W-2 gross earnings for work performed under this Agreement.
- 3.3 Racial Equity Committee. in furtherance of the mutual commitment expressed in this article the employer agrees to continue the Racial Equity Committee for the purpose of addressing and promoting the goal of a diverse workforce, commitments to promoting diversity through community interaction, programming and coverage of the stories and to discuss ideas and opportunities to further the parties mutual commitment to the principal of diversity. The Racial Equity Committee is currently comprised of SAG-AFTRA covered employees and other employee groups including managers of KUOW, managers of UW employees, who meet regularly. The need for the Committee, associated strategy and participants will be revisited on an annual basis.

### **ARTICLE 4 – PRAYER AND LACTATION ACCOMODATIONS**

The Employer shall provide a wellness room, consistent with current practice and applicable law, that can be exclusively scheduled for lactating mothers and religious and spiritual practice. Parties agree that if any issues arise, then the labor management committee shall be convened as soon as practicable.

## **ARTICLE 5 – FLEXIBLE WORK AGREEMENTS/ARRANGEMENTS**

KUOW shall make reasonable efforts to grant employees' request for non-traditional work arrangements.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

- 6.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.
- 6.2 Employee Grievance Rights. Any employee who believes they have been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.
- 6.3 Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.
- 6.4 Time Limitations. An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. For the purpose of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.
- 6.5 Contents. The written grievance shall include the following information:
  - A. The date upon which the grievance occurred.
  - B. The specific Article(s) and Section(s) of the Agreement violated.
  - C. The past practice, rule, policy violated.
  - D. Specific remedy requested.

- E. The grievant(s) name.
- F. Name and signature of Union representative (Staff or Steward).
- G. The nature of the grievance.

Failure to include the above information shall not be a reason for invalidating the grievance.

- 6.6 Pay Status – Meetings. Meetings and discussions on the grievance held with the Employer in connection with this grievance procedure shall normally be held during regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant or steward for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours. The work schedule of the grievant will be seriously considered in the scheduling of the grievance meetings. Time off for employees and stewards shall be granted by supervision following a request, but in consideration of job responsibilities. If the requested time off cannot be granted, the parties shall arrange for time off at the earliest possible time thereafter.
- 6.7 Grievance Withdrawal. A grievance may be withdrawn by the Union in writing at any time, and if withdrawn shall not be resubmitted.
- 6.8 Resolution. If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- 6.9 Consolidation. Grievances arising out of the same set of facts may be consolidated by written agreement.
- 6.10 Filing and Processing
- A. Filing. A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the thirty (30) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.
  - B. Alternative Resolution Methods. Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.
  - C. Processing. The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.

- 6.11 Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over final counseling or dismissal will begin at Step Two.

Step One: Supervisor, Manager or Designee. If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, the Human Resources Consultant, and the Labor Relations office (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The format (face to face or by telephone) for the meeting will be by mutual agreement. The employer will respond in writing to the Union within fifteen (15) calendar days after the meeting. The Human Resources Consultant may also attend, if desired by the University. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer.

Step Two: If a satisfactory settlement is not reached in Step One, said grievance may be moved to the Step Two by filing the written grievance, including a copy of the Step One decision to department head, designee, or to the next appropriate level of management and the Office of Labor Relations within fifteen (15) calendar days after the decision from Step One. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days after notice of the filing at Step Two and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The grievant may be represented by a steward and a Union staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within fifteen (15) calendar days after the meeting.

Step Three: Grievance Mediation. If the grievance is not resolved at the Step Two, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. The Employer will inform the Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. If those services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation



and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

Step Four: Arbitration. If a satisfactory settlement is not reached at the prior step, or the step was skipped, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within thirty (30) calendar days following the written notice that the employer does not agree to Step Three (3) Mediation or the conclusion of the prior step. The Employer and the Union shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten(10) calendar days after written request to arbitrate, either party may request the Federal Mediation and Conciliation Services (FMCS) To submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

Authority of the Arbitrator. The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties.

The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

In cases where a grievance is moved to arbitration and the Employer did not agree to Step Three: Grievance Mediation, either party may request a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

#### 6.12 Arbitration Costs

- A. The fees and costs of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
- B. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
- C. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for

half of the costs of the fee for the court reporter, the original transcript and a copy.

- D. Each party is responsible for all fees and costs of its staff representatives, attorneys, experts, witnesses –and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses.

- 6.13 Files. Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

## **ARTICLE 7 – UNION SECURITY**

- 7.1 Dues Deduction. Upon written authorization by an individual employee to the Union, the Employer shall provide for the semi-monthly payroll deductions of union dues which are uniformly applied to all members in those bargaining units in which the Union is the exclusive bargaining agent.

- 7.2 Check-Off: The Employer agrees to honor from each employee a voluntary, revocable written wage assignment authorizing the Employer, during the life of this Agreement or until revoked or modified by the employee, to deduct (semi??) monthly from the wages then owing the employee;

- A. Stipulated amounts for initiation requirements until the total is paid, and/or
- B. An amount to satisfy dues

All amounts deducted shall be remitted in the normal course of business by the employer to the Executive Director of the Union and said Executive Director shall acknowledge receipt of the money, in writing. the Union agrees to defend, indemnify and hold harmless the Employer from any action or actions, claims, demands, suits, or other forms of liability that may arise against the Employer out of the operation of this Union Security article including, without limitation these deductions, which action is commenced by any employee against the Employer, and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Executive Director of the Union as above provided. Errors made by the Employer in the deduction or the retaining of money under this provision of the Agreement shall not be considered to be a violation of this provision, but errors will be corrected promptly when ascertained. If an employee contacts the Employer to request that payroll deduction be ended, the Employer will promptly refer the employee to the Union to process the request.

The authorized wage assignment shall be in the following form: See attached exhibit A.

## **ARTICLE 8 – WORK WEEK, WORK DAY, MEAL BREAKS, AND REST BREAKS**

- 8.1 Work week. The workweek for purposes of payroll and scheduling shall be Monday through Sunday.
- 8.2 Work day. The normal work day for full-time employees shall be eight (8) consecutive hours, exclusive of any assigned meal period/rest breaks taken on employee's time. No split shifts shall be assigned.
- 8.3 Meal breaks. Meal breaks shall be a minimum of thirty (30) minutes, unpaid and on the employee's own time, provided the employee is off-duty for that meal period. It is the Employer's intention to provide uninterrupted meal breaks.

The meal period shall commence not earlier than the second hour of the shift nor later than the fifth hour of the shift. If the employee is required to work beyond the fifth hour without a break, the employee will be allowed to eat their meal at the duty station on the Employer's time.

- 8.4 Rest breaks. Employees shall receive a fifteen (15) minute break during each four (4) hours worked. It is the Employer's intention to provide uninterrupted rest breaks.

## **ARTICLE 9 – OVERTIME**

- 9.1 Overtime
- A. Any one of the following constitutes overtime for overtime-eligible employees:
    - 1. Work in excess of the daily work shift over eight (8) hours for full-time employees;
    - 2. Work in excess of forty (40) hours in one (1) work week.
    - 3. Short Turnaround (See Rest Between Shifts)
  - B. Overtime worked by the eligible employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
  - C. Overtime-eligible employees shall receive monetary payment as compensation for overtime worked; however, at the employee's request, compensatory time off at one and one-half (1-1/2) times the overtime hours worked may be granted in lieu of monetary payment.
  - D. Compensation paid to an employee for accrued compensatory time shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination of employment, an employee will be paid for any unused compensatory time in accordance with the Fair Labor Standards Act.
  - E. Use of accrued compensatory time shall be approved by the department head with consideration being given to the work requirements of the department and the wishes of the employee.

- F. Compensatory time must be used or paid for by June 30<sup>th</sup> of each fiscal year. The employee's unused compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee leaves University employment for any reason. The employee's compensatory time balance may also be cashed out when the employee transfers to a position in another department.
- G. For purposes of computing overtime compensation, holidays or leave with pay during the employee's regular work schedule shall be considered as time worked.

## 9.2 Overtime Policies

- A. Overtime work must be pre-approved by a supervisor.
- B. A record of overtime hours worked by each employee shall be kept in Workday, and such record of overtime may be reviewed, upon request, by the Union.

9.3 Overtime Exempt Positions. Positions that perform duties exempt from FLSA shall not receive overtime. Overtime exempt jobs are:

- A. Hosts
- B. News hosts

## **ARTICLE 10 – REST BETWEEN SHIFTS**

The assigned work shift of any bargaining unit employee on any day shall begin not sooner than twelve (12) hours after the conclusion of their last work shift of **a prior day**. If an employee has less than twelve (12) hours' time off between continuous assigned work shifts, the work time falling within the twelve (12) hour period shall trigger Overtime as set forth herein.

## **ARTICLE 11 – MINIMUM CALL**

KUOW shall assign employees work shifts paid no less than four (4) hours.

## **ARTICLE 12 – ON-CALL**

The Station may assign covered employees to be on-call. When assigned to be on call, the employee shall remain available to respond promptly and able to report to work within one (1) hour of receiving instruction to do so.

Scheduled on-call shifts shall be compensated at the rate of fifty dollars (\$50) per day. The fifty dollars (\$50) is the rate of pay to the employee who is not called in. Fifty dollars (\$50) plus the employee's regular hourly rate for the amount of time spent working (including a minimum call of four hours) is the rate of pay for an employee who is called in to work.

## **ARTICLE 13 – DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEE**

- 13.1 Full-time Employee. A regular staff employee scheduled to work five days a week or up to forty (40) hours per work week.
- 13.2 Part-time Employee. An employee regularly scheduled to work a minimum of twenty (20) hours per week but less than forty (40) hours per week in a work week.
- A. Part-time employees shall receive all benefits of employment on a pro rata basis, except health benefits determined by the state. If local ordinances provide for benefits more generous than comparable state entitlements, the former shall apply.

## **ARTICLE 14 – TEMPORARY HOURLY FILL-IN EMPLOYEES**

Temporary hourly fill-in employees may be retained to fill in for regular or part-time bargaining unit employees, backfilling while a recruitment is in process or to fill in when a bargaining unit employee is absent for reasons such as leave of absence, illness, parental; such fill-in employee's tenure is not to exceed six (6) calendar months. Such temporary hourly fill-in employees shall not displace bargaining unit work and/or positions, other than as specified herein. Open position are absolutely limited to a six months tenure and no exceptions shall apply; a temp who is later hired in the same open position shall be credited for their time serving as an hourly fill in employee, and will not be required to restart the six months probationary period.

A waiver from SAG-AFTRA may be sought for a longer time period; such will not be unreasonably withheld.

## **ARTICLE 15 – FELLOW AND INTERNS**

Based on current budget and strategic priorities, the Employer will work to maintain a recurring, temporary fellowship opportunity that will be paid hourly and last 4 months in duration. The fellow will report to a supervising editor in the newsroom.

The Fellows and/or Interns may only perform covered work in addition to work and hours performed by bargaining unit employees and not in lieu of such hours and work. At no time shall Fellows and/or Interns be used to cover for absences, illnesses, or the like.

## **ARTICLE 16 – BONA FIDE INDEPENDENT CONTRACTORS**

Bona-fide Independent Contractors are excluded from the bargaining unit and the terms and conditions of this Agreement shall not apply. Independent contractors are not intended to displace bargaining unit positions. The Employer shall provide the Union of

notice of at least thirty (30) calendar days prior to the start of work of any independent contractor.

## **ARTICLE 17 – PROFESSIONAL DEVELOPMENT**

- 17.1 KUOW will establish opportunities that align with the goals and strategic priorities of KUOW for Employee professional development, including conferences, lectures, and workshops. Funding for these training opportunities will be budgeted on an annual basis based on current budget priorities.

KUOW agrees to form a Professional Development and Training Committee for the purpose of discussing, reviewing, and submitting recommendations for allocation of funds for professional development opportunities.

The Professional Development and Training Committee shall be comprised of SAG-AFTRA-covered employees, including managers of KUOW.

The Professional Development and Training Committee will meet prior to the fiscal year and mid-fiscal year, to discuss ideas and opportunities to further train and develop employees and give equitable and reasonable consideration to Employee requests to participate in work-related professional development opportunities. Bargaining unit employees may submit requests to participate in work-related professional development opportunities semi-annually of each year. KUOW shall review the requests and respond within 14 days.

- 17.2 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.
- 17.3 Bargaining unit employees may seek outside funding or scholarships to cover the costs of attending conferences or other professional development opportunities and to alleviate the need to use budgeted funds. If the expenses related to attending the conference or other professional development opportunities are fully funded by outside funding or by scholarship, KUOW will make every effort to allow the Employee to participate in the training or conference.

## **ARTICLE 18 – SAFETY & HEALTH**

The Employer and the Union share a mutual commitment to ensuring a healthy work environment and the safety and security of employees covered by this Agreement, consistent with and in compliance with applicable state and federal laws. Employees will play an active role in creating a safe and healthy work environment and will comply with all applicable health and safety rules.

- 18.1 Security at Employer Facilities. Employer agrees to provide sufficient security for its employees at all UW facilities, including bureaus.
- 18.2 Security in the Field. The Employer agrees to provide sufficient safety and security measures, including appropriate training, for employees working in the field on assignment. An employee in the field may exercise their professional judgment as to matters of safety and security, including but not limited to the right to refuse an assignment or the right to decide not to complete an assignment.
- 18.3 Ergonomics. Employer will provide employees workspace and equipment necessary to perform their duties while minimizing the possibility of injury or discomfort.
- 18.4 Maintenance of Facilities. Maintenance of UW facilities is the Employer's responsibility.
- 18.5 First Aid. Employer shall provide adequate first aid supplies at each of its facilities.
- 18.6 Wellness. The Employer and the Union will encourage and support employee participation in appropriate programs through which employees may seek confidential assistance in the resolution of chemical dependency or other problems that may affect job performance.
- 18.7 Hearing Tests. On an annual basis, upon request by an employee, UW shall make available a hearing test by a certified audiologist at no cost to those employees who, in connection with work, regularly use earphones or earbuds. Individual results shall be shared with each employee and aggregate data be shared with SAG-AFTRA in a timely manner.
- 18.8 Vocal Cords. On an annual basis, upon request by an employee, UW shall make available testing of vocal cords at no cost for on-air Employees including but not limited to Hosts, Newscasters, and Reporters.
- 18.9 Parking/U-Pass. The Union agrees that during the life of this Agreement, the University may apply changes in transportation policy, including adjusting parking and U-Pass fees and criteria for assigning parking spots, to the bargaining unit without obligation to bargain with the Union. The Union may raise issues and concerns about the University's parking program at Joint Labor Committee meetings. The Union shall have a standing seat on the University's committee(s) that work on transportation and parking issues.
- 18.10 The Employer agrees to advocate for and explore the safest possible parking conditions for employees who work in the early mornings. Employees shall be responsible for monthly parking payments at the University of Washington. The Employer recognizes safety concerns regarding employees working early

mornings and parking spaces near KUOW may not be available. The employer has secured two parking passes to a secure garage for the affected employees to access parking in off-hours for the 2018/2019 school year. The two passes are at the discretion of the UW Transportation services department and may be terminated at any time. In the event that the two parking passes are no longer available, the Employer and the Union will meet within 30 days to discuss safe alternatives. This section shall not be subject to the grievance procedure and this clause will need to be reviewed annually.

## **ARTICLE 19 – BENEFITS**

Employer agrees to provide any and all benefits and under the same terms and conditions as non-bargaining unit employees, including but not limited to those listed below. The list is not intended to serve as an exhaustive list and shall not be construed as a waiver of any benefits, including improvements or enhancements of such benefits that shall inure to the benefit of each eligible bargaining unit employee during the Term of the Agreement.

- A. Health Care Benefits including the contributions and medical premiums set by the Public Employees Benefits Board (PEB) for such benefits; they also include long-term disability and dental insurance coverage and vision (if stand-alone vision insurance coverage is authorized by PEB, then such coverage shall also apply to bargaining unit employees; and
- B. Health Savings Account participation, Flexible Savings Account participation; and
- C. Retirement Plan; and
- D. Tuition Reimbursement Program; and
- E. Professional Leave; and
- F. Life Insurance, including Optional life.

Please see comprehensive UW benefits information from Total Benefits at <https://hr.uw.edu/benefits/>.

See the following link for more information about the benefits available to State Employees through the PEBB program, administered by the Washington State Healthcare Authority: <https://www.hca.wa.gov/employee-retiree-benefits/public-employees>

## **ARTICLE 20 – LEAVES**

Leaves (excluding Vacations and Holidays). Except as otherwise provided in this Agreement, Employees covered by this Agreement shall be covered by Employer's and Station's various leave policies—both paid and unpaid.



Those leave times include but are not limited to:

Time Offs:

- A. Sick time off
- B. Vacation time off
- C. Paid Holiday/Holiday Credit
- D. Personal Holiday
- E. Bereavement time off
- F. Civil duty/Jury duty time off
- G. Compensatory time off
- H. Unpaid time off
- I. Discretionary time off

Leaves of Absence, Statutory & Policy:

- A. Military leave (plus APS 45.4)
- B. Leave for spouses of deployed military personnel (RCW 49.77)
- C. FMLA (plus APS 45.5)
- D. PFML (RCW 50A)
- E. Leave for Domestic Violence, sexual assault, stalking (APS 11.7), (RCW 49.76)
- F. Family care leave (RCW 49.12)
- G. Family care emergency (RCW 49.12.270)
- H. Shared leave (plus APS 45.10)
- I. Time off for reasons of faith or conscience (RCW 1.16.050)
- J. Annual Attendance incentive program (RCW 41.04.340)
- K. Leave for certain emergency services personnel (RCW 49.12.460)
- L. Organ donor shared leave (APS 45.9)

Leaves of Absence, Other:

- A. Parental Leave
- B. Unpaid Leave of absence (personal, non-medical)
  - 1. Educational
  - 2. Leave for government service in public interest
  - 3. Other
- C. Prior service credit
- D. Professional Leave

Should the Employer institute a new leave policy for non-represented Employees or make a change to an existing policy, the new policy and/or change to an existing policy, such change or policy shall apply to Employees covered by this Agreement, in the same way as non-represented Employees. Within ninety (90) days, the Employer agrees to notify the Union of the policy or policy change and provide a copy to the Union.

## ARTICLE 21 – HOLIDAYS

### 21.1 Holidays

The present holiday schedule includes the following ten (10) days with pay.

New Year's Day	Independence Day
Martin Luther King Jr. (Third Monday of January)	Labor Day
President's Day (Third Monday of February)	Veteran's Day
Memorial Day	Thanksgiving Day
	Native American Heritage Day
	Christmas Day

Holidays are prorated for part-time employees.

To be paid for a holiday not worked Employees must be in pay status for at least four (4) hours on the last scheduled work shift preceding the holiday.

At the employee's request, the Employer may designate other days or shifts to be observed in lieu of the above holidays.

### 21.2 Holiday Pay Rules

The following applies to the holidays listed in this Article

#### Full Time Employee:

- A. When the holiday falls on the full time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive eight (8) hours of holiday credit.
- B. When the holiday falls on the full time employee's regularly scheduled work day and is not worked, the employee will be paid eight (8) hours at the employee's regular rate of pay. If the employee's shift is more than eight (8) hours, the employee will be allowed to use compensatory time, holiday credit, vacation leave, or leave without pay to complete the regularly scheduled work hours for the day, or by a mutually agreed upon temporary modified weekly schedule.
- C. When the holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours of holiday credit.

#### Part Time Employee:

- D. When the holiday falls on the part time employee's regularly scheduled work day and is worked, the employee will be paid holiday premium pay (one and one half) for all hours worked. The employee will also receive the prorated to full time number of hours of holiday credit.

- E. When the holiday falls on the part time employee's regularly scheduled work day and is not worked, the employee will be paid the prorated to full time number of hours at the employee's regular rate of pay.

#### Holiday Credit

- A. Holiday credit will be used and scheduled by the employee in the same manner as vacation leave in Article XX. Holiday credit must be used before vacation leave unless doing so would cause the employee to exceed the two hundred forty (240) hour vacation leave accrual limit.
- B. Holiday Credit Cash Out. All holiday credit must be used by June 30th of each year. The employee's holiday credit balance will be cashed out every June 30th or when the employee leaves University employment for any reason. The employee's holiday credit balance may be cashed out when the employee:
  - 1. Transfers to a position in their department with different funding sources or,
  - 2. Transfers to a position in another department.

#### 21.3 Personal Holiday

- A. Each employee may select one personal holiday each calendar year in accordance with the following:
  - 1. The employee has been continuously employed by the University for more than four (4) months;
  - 2. The employee has requested and been approved to take the personal holiday in accordance with Article XX Vacation Leave.
- B. It is the employee's responsibility to schedule the Personal Holiday before December 31<sup>st</sup>. If not requested it is forfeited.
- C. Entitlement to the holiday will not lapse when it is cancelled by the Employer and cannot be rescheduled before December 31st.
- D. Full-time employees shall receive eight (8) hours of regular pay for the personal holiday.

Part-time employees shall be entitled to a pro-rated number of paid hours on a Personal Holiday based on their FTE.

### **ARTICLE 22 – VACATION LEAVE**

- 22.1 Consistent with station policy, every bargaining unit Employee shall be entitled to vacation leave in the same manner as non-bargaining unit employees. Management shall make every effort to approve leave requests within two weeks of the date the request is submitted in Workday.

## 22.2 Accrual

Employees will accrue vacation leave during the new hire probationary period. The current accrual schedule for full-time employees (prorated for part-time), to be credited monthly, is as follows:

Length of Service		Vacation Time Off Accrual Rate	
Years	Month	Hours per mo.	Days or Hours per yr.
1 <sup>st</sup> year	0-12	10.00	15/120
2 <sup>nd</sup> year	13-24	10.67	16/128
3 <sup>rd</sup> year	25-36	11.33	17/136
4 <sup>th</sup> year	37-48	12.00	18/144
5 <sup>th</sup> year	49-60	12.67	19/152
6 <sup>th</sup> year	61-72	13.33	20/160
7 <sup>th</sup> year	73-84	14.00	21/168
8 <sup>th</sup> year	85-96	14.67	22/176

### OT Eligible Staff

9 <sup>th</sup> year	97-108	15.33	23/184
10 <sup>th</sup> year	109-120	16.00	24/192
11 <sup>th</sup> year & above	121 & above	16.67	25/200

### OT Exempt

9 <sup>th</sup> year	97-108	16.00	24/192
10 <sup>th</sup> year	109-120	16.67	25/200
11 <sup>th</sup> year & above	121 & above	17.33	26/208

## ARTICLE 23 – MINIMUM TERMS AND CONDITIONS

This Agreement contains the minimum terms and condition of employment. The Employer shall not enter into any agreement or contract or employ any employee upon terms and conditions less favorable than those set forth herein. Nothing contained in this Agreement shall limit the right of any employee to negotiate terms and conditions, including compensation more favorable than that set forth herein.

## ARTICLE 24 – SUBORDINATION OF AGREEMENT AND SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement. Upon request from either party, the Union and Employer negotiating committee shall commence negotiations within (30) days for the purpose of coming to an agreement on a substitute provision for that which was declared unlawful or invalid.

Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein.

## **ARTICLE 25 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on all signatories hereto, and their successors and assigns, as required by applicable labor law. The Employer agrees to use its best efforts to have a successor assume this Agreement.

## **ARTICLE 26 – NO STRIKE/LOCKOUT**

- 26.1 The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Therefore, during the life of the Agreement, the Employer shall not lockout any of the employees as a result of a labor dispute or grievance or disputes on personnel matters nor shall the Union condone or authorize a work stoppage, work slowdown, or any other curtailment of work in the bargaining units.
- 26.2 The Union undertakes to enforce the provisions of this Article and to require compliance therewith on the part of all of its members.
- 26.3 Any action of the Employer in closing during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.
- 26.4 Any action of an employee in refusing to cross, for their own personal safety, a picket line at the Employer's premises in case of an officially declared strike by some other employee organization or union representing employees working for the Employer shall not constitute a violation of this clause of the Agreement, provided, however, that such a decision shall be made freely by the employee without coercion by either the Employer or the Union and provided further that nothing herein shall preclude the Employer from continuing to operate with or without temporary replacement personnel.

## **ARTICLE 27 – NEWSROOM FIREWALL**

To maintain the highest level of journalistic integrity and preserve the public's trust in KUOW, the parties agree to deal collegially with any concerns employees may have regarding KUOW's firewall policy and code of ethics in the labor-management committee on an as-needed basis.

## ARTICLE 28 – CORRECTIVE ACTION/DISMISSAL

The parties will follow the “Corrective Action/Dismissal Process” outlined below. No employee shall be subject to the process except for just cause. The corrective action process will be considered to incorporate the concept of progressive action while providing a positive method for improvement rather than punitive action.

### 28.1 Representation

- A. Employees shall be notified orally or in writing that upon request they shall be entitled to have a representative present when formal counseling, final counseling or dismissal is occurring. Employees have a right to a meeting with management whenever corrective action is issued. Attendance of a representative shall not delay the corrective action process unduly as determined by the Employer. All parties shall make every effort possible to allow for Union representation without unduly delaying the process.
- B. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes corrective action could result. The employer will provide reasonable time to allow an employee to secure a representative.  
The role of the union representative in regard to an Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer’s right to conduct the investigation. Every effort will be made to cooperate in the investigation.
- C. An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee’s access to the Employer’s premises.
- D. An interpreter can be requested by either party and will be provided.

28.2 Coaching. Informal discussion or instruction between employee and their immediate supervisor. Supervisor may follow up in writing which may include a simple action plan. This is not a form of corrective action.

28.3 Corrective Action/Dismissal Process. The Employer will make clear when formal or final counseling is being conducted and will inform the employee about their right to representation under the CBA. When counseling or dismissing an employee, the Employer will make every effort to protect the privacy of the employee. Interpreters may be requested by any party.

28.4 Formal Counseling. Formal counseling (may involve administrative personnel other than the employee’s immediate supervisor) including the development of a written action plan. The action plan will identify specific problem areas, performance objectives, suggestions for remedying, and a timeframe for

improvement. Prior to issuance of formal counseling, a meeting may be scheduled by the employer or requested by the employee to give the employee an opportunity to make their case before the final decision is made. Employee requests for such a meeting will be granted. An employee is entitled to representation at this meeting.

- 28.5 Final Counseling. Final counseling (may involve administrative personnel other than the employee's immediate supervisor) including action plan discussion and revision, where appropriate. A decision-making period of one (1) day of paid time away from the work site for the employee to consider the consequences of failure to follow the action plan may be used at this step. If the Employer decides to provide a decision-making day, the employee will be given a list of expectations and problem statements prior to the day taking place.
- 28.6 Dismissal. Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make their case before the final decision is made. The employee has the right to have a union representative present at the pre-determination meeting. At least five (5) days prior to the meeting, the employee will be informed in writing of the reasons for the contemplated dismissal and given referenced documentation. The employee will be furnished with written notification of the outcome of the pre-determination hearing.
- 28.7 Demotion. Demotion of Leads and/or Supervisors may be initiated by the Employer at any step of the Corrective Action process.
- 28.8 Personnel Files. Upon request, an employee shall be entitled to review their personnel file in the Finance Office. Upon request of an employee, the Employer shall provide to the employee a copy of any performance-related document contained in their personnel file. Should the Employer intend to place a performance-related document or disciplinary memo in an employee's personnel file, notice shall be given to the employee, and the opportunity for a response shall be offered.

## **ARTICLE 29 – LENGTH OF SERVICE**

Length of service is defined as the continuous length of service in a SAG-AFTRA bargaining unit position in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on leave of absence without pay or on layoff shall not be included in computing seniority, but does not constitute a break in service. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the union is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period.

Length of service is lost upon resignation, termination for cause, or failure to return from a leave of absence.

Employees who enter into the bargaining unit from other positions at the University of Washington shall be credited with their length of service for all employment in State classified service while employed at the University. Employees who enter into the bargaining unit from other state agencies and institutions of higher education.

Length of service is used throughout this Agreement for purposes of accruing benefits, including but not limited to vacation.

## **ARTICLE 30 – LAYOFF**

### **30.1 Layoff.**

- A. Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer will attempt to notify the Union of impending layoffs ninety (90) calendar days in advance, but no less than thirty (30) calendar days in advance of implementation so that the parties can discuss reasonable alternative proposals can be considered.
- B. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.

### **30.2 Employment Option.** The employee affected by the reduction in force shall be offered the following employment options in descending order, provided that the employee meets the essential skills (defined as the minimum qualifications listed in the job description for the job profile and any specific position requirements or credentialing) of the offered position:

- A. A funded vacant position within the same job profile and layoff unit.

### **30.3 Notice.** The Employer shall identify the positions to be eliminated and the employee(s) to be affected and shall notify employees in these positions, with notice to the union, in as many as ninety (90) in advance, but no less than thirty (30) calendar days in advance of implementation prior to the elimination of the positions, pay the employee in lieu of notice, or combine pay and notice. The notice shall include:

- A. The effective date of the layoff and a reference to the employee's rights under this Article, and
- B. Identification of the employment option being offered, if applicable.



## ARTICLE 31 – REHIRE RIGHTS

- 31.1 Employees who are subject to layoff shall be placed on the Employer's rehire list and the following rights shall inure to their benefit.

The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Professional & Organizational Development (POD) courses on a space available basis upon payment of designated fees. Employees without employment options will be placed on the rehire list(s) designated by the employee for twenty-four (24) months. In addition to the rehire list for the job profiles and FTE status from which the employee was laid off, employees identified for layoff may request placement on the following rehire lists:

- A. For positions of a lower FTE status in the job profile from which the employee was laid off (or equivalent if prior position has been eliminated); and
- B. The Employer will provide a copy of the Rehire List to the Union upon request.

- 31.2. Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve a three (3) month rehire trial period. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The three (3) month rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

- 31.3 Corrective Action. Final Counseling that occurs within the six (6) months prior to the layoff will be considered in effect should the employee be rehired. The employee will continue to be subject to any consequences of not following the directives and/or action plan(s) specified in the current corrective action.

- 31.4 Removal from List. Removal from the rehire list(s) will occur for any of the following circumstances:

- A. If placement does not occur within twenty-four (24) months,
- B. If the employee refuses two (2) offers of placement for a position having the same pay, FTE status and shift as the position from which the employee was laid off. In such case, the employee will be removed from all other rehire lists and will have exhausted their rehire rights.
- C. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period.
- D. If the employee accepts any offer of placement from any rehire list and completes the rehire trial service period for a position with the same FTE status and pay as the position from which the employee was laid off.

- E. Employees who reject two (2) offers of placement from a list for a position of a lower FTE status than that which the employee held immediately prior to layoff will be removed from that list.
- F. Employees who reject one (1) offer of placement from a list for a position in a job profile other than that from which the employee was laid off will be removed from that list.

31.5 Salary Setting Upon Rehire. When employees are rehired from layoff status, the annual leave accrual date will be reestablished and extended by an amount of time in calendar days equal to the period of time spent on the rehire list prior to rehire. Employees placed from the rehire list into positions with the same minimum salary held at the time of layoff shall be placed in the position at the salary held at the time of layoff. Employees placed from the rehire list into positions with a lower minimum salary than held at the time of layoff shall be placed at a salary at the time of layoff, but not to exceed 120% of the minimum salary for the position to be filled. Salaries at the time of rehire shall not be lower than the minimum of the job into which they are rehired.

31.6 Affirmative action goals may be considered at any point during the layoff or rehire process.

## **ARTICLE 32 – NOTIFICATION OF NEW HIRES**

The Station agrees to advise all new employees covered by this Agreement of the union security provision through presenting them a form provided by the Union. Employer shall notify SAG-AFTRA of a new hire and complete a Status Notification Form, attached as Exhibit “B”, within ten (10) business days. The Employer shall also timely notify and complete an accurate Status Notification Form with respect to temporary and permanent reclassifications, terminations, discharges or resignations, no later than fifteen (15) days from such an occurrence.

## **ARTICLE 33 – POSTINGS**

- 33.1 Job postings will identify job title, duties, required qualifications, and the minimum salary assigned to the position.
- 33.2 If the Employer decides not to fill a bargaining unit position, it will notify the Union in writing.
- 33.3 Internal bargaining unit applicants who meet the minimum job requirements as stated in the job posting shall be interviewed for consideration.
- 33.4 If the Employer elects to use an interview panel for hiring any bargaining unit position, at least one (1) SAG-AFTRA represented employee shall be included on such interview panel.

- 33.5 The Employer encourages employees to pursue opportunities for lateral moves or advancement.

#### **ARTICLE 34 – PROBATIONARY PERIOD**

- 34.1 Every part-time and full-time employee, will serve a probationary period of six (6) consecutive months.
- 34.2 The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee takes paid time off, leave without pay, or shared leave, except for leave taken for military service or for purposes of faith or conscience. For the purpose of calculating the completion date, an employee's probationary period shall not end on the employee's regularly scheduled weekend off or a scheduled holiday off. In those instances, the completion date will be the next scheduled work day.
- 34.3 Employees in probationary status will earn seniority from their initial date of hire but may not exercise seniority rights until completion of the probationary period. Probationary employees are not eligible for layoff or rehire rights.
- 34.4 An employee who is appointed to a different position in the bargaining unit prior to completing their initial probationary period will not serve a new probationary period, but will complete their initial six (6) month probationary period.
- 34.5 Probationary Period. An employee who has not completed a probationary period may be severed from employment, and such separation is not subject to the grievance and arbitration procedures; all other legal rights and remedies shall be retained by Employee. Upon request by the employee and within 10 business days of notice, a meeting to explain such action shall be held with a representative of the Employer, and a representative of the Union shall attend such meetings.

#### **ARTICLE 35 – UNION REPRESENTATIVES AND STEWARDS**

- 35.1 Union Visitation. Representatives of SAG-AFTRA shall be admitted to the Employer's premises for the purpose of administering and monitoring compliance with this Agreement. The representative shall notify management prior to their arrival and shall not interrupt the normal operations of the Station. There will be no interference with an employee's work assignment. Upon request, the Employer will provide a meeting location for the Union representatives and members to meet.
- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union shall provide the Office of Labor Relations a list of staff representatives and stewards. The Union shall provide written notice to the Employer of any changes within thirty (30) calendar days of the change.

35.2 Union Stewards. The union may designate employees who shall be recognized by the Employer as SAG-AFTRA's employee representatives. A shop steward may act as the advocate for a bargaining unit employee in proceedings under the Station's grievance procedure.

35.3 Labor/Management Committee. The parties agree to establish a Labor/Management committee consisting of at least two (2) members of the bargaining unit, two (2) representatives of management, and one (1) representative of human resources. This committee shall deal collegially with general concerns that either party may have. Committee meeting topics shall be limited to subjects of groups rather than individual concern, and the committee shall not discuss grievances properly discussed under Article 6 of the Agreement. The Committee's shall not include any collective bargaining authority; however, any agreements reached through this process shall be reduced to writing and supported by the Union and representatives and the Employer.

Meetings. This committee shall meet on an as-needed basis. Committee members shall be given release time for attendance at committee meetings held during working hours.

Agenda items, when possible shall be provided at least seven (7) days in advance of the meeting. If the agenda items are not provided at least seven (7) days in advance of the meeting either party may cancel the meeting.

35.4 Quarterly Content Management Meeting. The Employer (Chief Content Officer) will hold a quarterly meeting with employees to review overall strategy, new initiatives, investments, and metrics within the content unit. At least 50% of the meeting time will be allotted for employees to ask questions and give input for consideration. The 3<sup>rd</sup> quarter meeting (Jan-March window) will be dedicated to soliciting input and ideas for strategic planning consideration for the upcoming year. A KUOW shop steward or designee will summarize feedback and recommendations from the meeting and submit to the Chief Content Officer within 5 days. The Chief Content officer will forward the information to the President & General Manager for consideration. If there is a request by the Union to be included on the board agenda, the Chief Content Officer will submit the request on the Union's behalf in accordance with board policy.

A union representative or designee will be provided release time to attend Board of Directors meetings. No overtime shall be claimed or paid for attending these meetings. Attendance at these meetings is not considered work time, thus, if the meeting occurs outside the employee members' regular work hours, it will be unpaid time. Release time is subject to a supervisor's approval and business needs as provided in Section 7 of this Article.

- 35.5 Use of State Facilities, Resources, and Equipment. Upon request of the Union and subject to the University's policy and availability of the space, the Employer shall provide, at no cost, adequate facilities for Union meetings. Such meetings shall be for professional purposes and shall be held during the employees' own free time.
- A. Email, Fax Machines, and the Internet. Union delegates, and members may utilize state owned/operated equipment to communicate with the Union and/or the Employer only for the exclusive purpose of administration of this Agreement.
- 35.6 Bulletin Board. The Employer will provide a bulletin board in an area bargaining unit employees work or frequent, for the posting of notices and information pertaining to official business of the Union. Materials posted on the Union bulletin board without the signature of a recognized Union officer or representative may be removed.
- 35.7 Release Time. Employer shall grant employees release time, defined as Employer-paid time at an employee's regular rate of pay while performing union duties, following a request to a supervisor, but in consideration of job responsibilities. If permission for time off cannot be immediately granted, the supervisor shall arrange for time off at the earliest possible time thereafter. Union business shall include:
- A. Grievance processing;  
B. Contract negotiations;  
C. Arbitration proceedings  
D. Labor-Management Committee
- 35.8 No-Union Related Discrimination. The Station agrees not to discriminate against any employee for membership in or any legal activity on behalf of SAG-AFTRA, or by reason of the prosecution of any grievance arising under this Agreement.

## **ARTICLE 36 – CELL PHONE POLICY**

In the interest of all content creators having the necessary equipment to do their work, the Employer will provide cell phones and pay the monthly fee for all content creators within the unit. The phones will be purchased based on the specifications provided by the bargaining unit and will replace current devices.

## **ARTICLE 37 – MEAL POLICY**

In the event of breaking news or extended news coverage that prohibits employees from leaving for meals, the employer will provide meals for working staff. The meals are at the employer's discretion but they will make every effort to offer options to

accommodate all dietary restrictions. In the event of breaking news or extended news coverage an employee who is working in the field shall be entitled to a reimbursement of no more than twenty dollars (\$20).

## **ARTICLE 38 – BROADCAST HOST PREMIUM**

Regular, full-time employees temporarily assigned to be broadcast hosts for at least ten (10) working days in a fiscal year shall receive a premium in the amount of five hundred dollars (\$500), payable on the first pay period of the following year.

## **ARTICLE 39 – COMPENSATION**

- 39.1 The SAG—AFTRA classifications with their respective pay levels are hereby incorporated into this contract as Appendix I. The SAG-AFTRA class specifications for these jobs are considered in effect upon the execution of this contract.
- 39.2
- A. Effective July 1, 2019, all members of the bargaining unit will receive a two percent (2%) across the board increase over their current salary.
  - B. Effective July 1, 2020, all members of the bargaining unit will receive a two percent (2%) across the board increase over their current salary.
  - C. Effective July 1, 2021, all members of the bargaining unit will receive a two percent (2%) across the board increase over their current salary.
- 39.3 Upon promotion or reclassification from a SAG-AFTRA position to another SAG-AFTRA position with a higher salary minimum, the affected employee shall receive a salary no less than the minimum of the new job class.
- 39.4 An employee occupying a position that is reclassified to an existing class with a lower salary minimum shall receive a salary no lower than the minimum salary for the class into which the employee is moving and no higher than 120% of the minimum salary.
- 39.5 At management's discretion, salary increases may be made at any time to individuals or to job classes for reasons of market competitiveness, internal equity, increased responsibility or retention. Should additional sources of money become available for supplemental wage increases, the parties will meet to establish an equitable distribution methodology.
- 39.6 SAG-AFTRA Bargaining unit members are eligible for "story incentive" pass-through payments under the terms of the KUOW National/International Story Incentive Payment Policy.

- 39.7 Ratification Incentive. Employees listed in the attached Memorandum of Understanding will receive a lump sum payment equal to 2% of the employee's salary as of May 1, 2019, contingent upon ratification of the contract.

#### **ARTICLE 40 – DURATION**

This Agreement shall become effective July 1, 2019 and remain in force through June 30, 2022.

Either party may request negotiation of a successor Agreement by notifying the other party in writing no sooner than ninety (90) days prior to the expiration of the collective agreement, and no later than sixty (60) days prior to the expiration of the agreement, to negotiate a new Agreement. Should such notice be served, bargaining shall commence at a time agreed upon by the parties.

## APPENDIX I

### Management Proposed Job Titles and Minimum Salary Thresholds for KUOW SAG-AFTRA Bargaining Unit as of 5/1/19

Management Proposed Title	Current Job Profile	Working Title	Proposed Job Code	Overtime Status	Management Minimum Salary Proposal
Producer/Announcer	Producer-Radio (NE S 5)	Producer – Speakers Forum	19900	Non-exempt	\$58,000
Producer 1 - Radioactive	Producer-Radio (NE S 5)	RadioActive Youth Media Associate Program Producer	19901	Non-exempt	\$58,000
Producer 2 - News	Producer-Radio (NE S 6)	News Producer	19902	Non-exempt	\$61,000
Producer 2 - Podcast	Producer-Radio (NE S 6)	Podcast Producer	19903	Non-exempt	\$61,000
Producer 2 - Radioactive	Producer-Radio (NE S 6)	RadioActive Youth Media Program Producer	19904	Non-exempt	\$61,000
Producer 2 - Social Media	Web Information Specialist (E S 7)	Social Media Producer	19905	Non-exempt	\$61,000
Producer 2 - Talk Show	Producer-Radio (NE S 6)	Talk Show Producer	19906	Non-exempt	\$61,000
Producer 3 - Community Engagement	Public Information Specialist (NE S 6)	Community Engagement Producer	19907	Non-exempt	\$66,000
Producer 3 - Podcast	Producer-Radio (NE S 7)	Podcast Producer	19908	Non-exempt	\$66,000
Producer 3 - Talk Show	Producer-Radio (NE S 7)	Talk Show Producer	19909	Non-exempt	\$66,000
Producer 4 - Drivetime	Producer-Radio (NE S 7)	Senior Drivetime Producer	19910	Non-exempt	\$72,000
Newscaster/Reporter	Producer-Radio (NE S 7)	Newscaster/Reporter	19920	Non-exempt	\$72,000
Reporter 1	Producer-Radio (NE S 7)	Reporter	19921	Non-exempt	\$66,000
Reporter 2	Producer-Radio (NE S 7)	Reporter	19922	Non-exempt	\$72,000
Board Operator	Producer-Radio (NE S 5)	Board Operator	19930	Non-exempt	\$58,000
Announcer	Producer-Radio (NE S 6)	Announcer	19940	Non-exempt	\$61,000
Web Producer	Web Information Specialist (NE S 7)	Web Producer	19950	Non-exempt	\$61,000
Online Editor/Reporter	Web Information Specialist (NE S 7)	Online Editor/Reporter	19960	Non-exempt	\$70,000
Show Host	Producer Radio - Executive (E S 8)	Host	11242	Exempt	\$90,000
News Host	Producer Radio - Executive (E S 8)	AM/PM News Host	11244	Exempt	\$90,000
Producer/Host - Community Engagement	Producer Radio - Executive (E S 8)	Community Engagement Executive Producer	11261	Exempt	\$90,000
Production Engineer	Producer-Radio (NE S 5), Producer-Radio (NE S 6)	Production Engineer	19970	Non-exempt	\$52,285



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
SCREEN ACTORS GUILD – AMERICAN FEDERATION OF TELEVISION AND  
RADIO ARTISTS**

**MOU – RATIFICATION INCENTIVE**

This Memorandum of Understanding is regarding the ratification incentive. During negotiations for the 2019-2022 agreement, the parties reached agreement on the following lump sum payment upon full ratification of the contract for the employees listed below:

<b>Employee Name</b>	<b>Management Proposed Title</b>	<b>FTE</b>	<b>Annual Rate 9/1/2018 (Pro-rated)</b>	<b>Lump sum = 2.0% of 9/1/18 pro-rated pay</b>
Banse, Thomas K	Reporter 2	1.0	\$72,312	\$1,446
Boiko-Weyrauch, Anna	Reporter 2	0.8	\$58,234	\$1,165
Chamberlain, Caroline	Producer 3 - Podcast	1.0	\$65,496	\$1,310
De Luna, Ruby M.	Reporter 2	1.0	\$70,932	\$1,419
Jenkins, Austin	Reporter 2	1.0	\$77,760	\$1,555
Ouellette, Bernard A	Announcer	1.0	\$63,636	\$1,273
Radil, Amy	Reporter 2	0.6	\$45,418	\$908
Radke, William E.	Show Host	1.0	\$100,488	\$2,010
Reynolds, Ross A.	Producer/Host - Community Engagement	1.0	\$93,972	\$1,879
Sillman, Marcie Ann	Reporter 2	1.0	\$75,648	\$1,513
Wilde, Amanda N.	Announcer	1.0	\$65,136	\$1,303

This income is subject to applicable withholdings.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
SCREEN ACTORS GUILD – AMERICAN FEDERATION OF TELEVISION AND  
RADIO ARTISTS**

**MOU – SEATTLE LOCALITY PREMIUM**

In the event that the University of Washington agrees to accept monies funded by the State or otherwise obtained for represented employees, during the term of the agreement, then the bargaining unit shall receive the benefit of those amounts.

This MOU will expire on June 30, 2022.

## **SIDE LETTER A – U-PASS**

July 1, 2019

The parties agree to the following regarding U-PASS:

Effective July 1, 2019, bargaining unit employees with an active permanent appointment with greater than a .5 FTE will not be charged a fee for a U-PASS.

This Side Letter expires on June 30, 2022.

TA  
03.19.19**DUES CHECK OFF AUTHORIZATION FORM**

Recognizing the need for a strong Union, I hereby request and voluntarily authorize my Employer to deduct from my paycheck each pay period and to forward to the Seattle Office of SAG-AFTRA my union dues including any initiation fees, late fees and/or assessments (collectively "Dues and Fees") which I may owe to the Union in accordance with the Constitution and Bylaws of the Union. If at any time SAG-AFTRA notifies my Employer that there has been a change in Dues and Fees, I hereby authorize a corresponding change in the deduction amount.

By signing this Check-off Authorization Form, I understand that if I leave this Employer, I remain obligated to pay SAG-AFTRA any owed Dues and Fees. In addition, because everyone represented by SAG-AFTRA should pay their fair share to support SAG-AFTRA's activities, this authorization shall remain in effect and shall be irrevocable, irrespective of my membership in the Union, unless I revoke it by sending written notice, executed by me, via U.S. mail, to the Union during the period not less than thirty (30) days and not more than sixty (60) days before the annual anniversary date of this agreement or the date of termination of the applicable Collective Bargaining Agreement between my Employer and SAG-AFTRA, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year irrespective of my membership in the Union, unless I revoke it in writing during the window period.

This Check-off Authorization was voluntarily executed by me on the date indicated below.

Signature: \_\_\_\_\_

SSN: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Union dues and initiation fees are not deductible as charitable contributions for Federal income tax purposes.*

To pay your SAG-AFTRA dues by payroll deduction, complete this form and fax to SAG-AFTRA at 206-282-7073 or e-mail to SAG-AFTRA at [Chelsea.harris@sagaftra.org](mailto:Chelsea.harris@sagaftra.org).

\*\*\*\*\*

[To Be Completed by SAG-AFTRA:]

Amount of Deduction: \_\_\_\_\_ Effective Date: \_\_\_\_\_



# STATUS NOTIFICATION FORM

<b>SUBMIT TO: SAG-AFTRA</b> <b>SEATTLE-PORTLAND LOCAL</b> <b>123 BOYLSTON AVE EAST</b> <b>SUITE A</b> <b>SEATTLE, WA 98102</b> <b>FAX: 206-282-7073</b> <b>EMAIL: CHELSEA.HARRIS@SAGAFTRA.ORG</b>	<b>EMPLOYER/STATION:</b> _____ <b>DATE:</b> _____ <b>PREPARED BY:</b> _____ <b>TELEPHONE:</b> _____ <b>EMAIL:</b> _____
---	---

<b>EMPLOYEE NAME:</b> _____ <b>SSN:</b> _____ - _____ - _____ <b>HOME ADDRESS:</b> _____ _____ <b>PHONE NUMBERS:</b> _____ <div style="display: flex; justify-content: space-around;"> <span>{HOME}</span> <span>{MOBILE}</span> <span>{WORK}</span> </div> <b>EMAIL ADDRESSES:</b> _____ <div style="display: flex; justify-content: space-around;"> <span>{PERSONAL}</span> <span>{WORK/STATION}</span> </div>
---

<b>JOB TITLE:</b> _____ <b>STATUS:</b> <input type="checkbox"/> <b>FULL TIME</b> <input type="checkbox"/> <b>PART TIME</b> <input type="checkbox"/> <b>DAILY HIRE/FREELANCE</b> <input type="checkbox"/> <b>OTHER</b> <b>EXPLANATION:</b> _____
---

<b>ACTION:</b> <input type="checkbox"/> <b>HIRED*</b> <input type="checkbox"/> <b>REASSIGNED*</b> <input type="checkbox"/> <b>RESIGNED</b> <input type="checkbox"/> <b>TERMINATED<sup>†</sup></b> <input type="checkbox"/> <b>OTHER</b> <b>DATE OF ACTION:</b> _____ <b>EXPLANATION:</b> _____
---

<u>COMPLETE IF HIRED OR STATUS CHANGE IN UNIT*</u>	<u>COMPLETE IF TERMINATED<sup>†</sup></u>
<b>SALARY RATE:</b> ANNUAL \$ _____ &/OR HOURLY \$ _____	<b>NOTICE:</b> <input type="checkbox"/> <b>APPLICABLE</b> <input type="checkbox"/> <b>N/A</b>
<b>PERSONAL SERVICES CONTRACT:</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>	<b>AMOUNT:</b> \$ _____ <input type="checkbox"/> <b>PAID</b> <input type="checkbox"/> <b>PENDING</b>
<b>PSC TERM/DURATION:</b> _____ <b>YEARS</b>	<b>SEVERANCE:</b> <input type="checkbox"/> <b>APPLICABLE</b> <input type="checkbox"/> <b>N/A</b>
<b>COMMENTS:</b> _____ _____ _____	<b>AMOUNT:</b> \$ _____ <input type="checkbox"/> <b>PAID</b> <input type="checkbox"/> <b>PENDING</b>
	<b>LEAVE PAYOUT:</b> <input type="checkbox"/> <b>APPLICABLE</b> <input type="checkbox"/> <b>N/A</b>
	<b>AMOUNT:</b> \$ _____ <input type="checkbox"/> <b>PAID</b> <input type="checkbox"/> <b>PENDING</b>
	<b>COMMENTS:</b> _____ _____

<b>FOR SAG-AFTRA USE:</b> _____ _____
--

## SIGNATORIES

The parties, by their signatures below, accept and agree to the terms and conditions of this collective bargaining agreement.

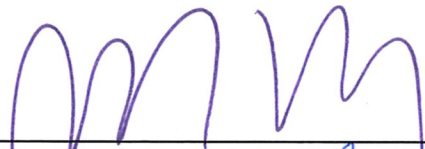
Executed 1<sup>st</sup> day of July, 2019

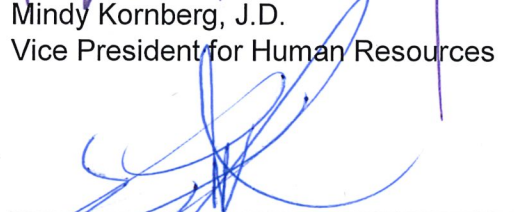
SAG-AFTRA:

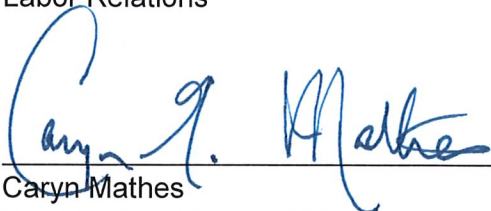
  
Shellea Allen  
Local Executive Director

  
SAG-AFTRA National Board


University of Washington:

  
Mindy Kornberg, J.D.  
Vice President for Human Resources

  
Peter Denis  
Assistant Vice President  
Labor Relations

  
Caryn Mathes  
President and General Manager  
KUOW

Approved as to form:

  
Assistant Attorney General  
State of Washington