



AEEF News and Views

Newsletter of the Association of Employees of the Educational Foundation



FEBRUARY 2010

Project Contract Special

More than 50 members may be working with expired project contracts. Why? And could their job security and benefits be at risk?

Project contracts: Almost half of AEEF members work on them. Employees and their families depend on them for job and income security. But with more than 50 of these employees working on project contracts that have expired, evidence is mounting that there may be more at work than a simple oversight or an understandable lag in processing paperwork; that some managers may be intentionally allowing these contracts to expire without a renewal in an attempt to avoid employment commitments and severance obligations.

Signed...But Not Filed?

Like most AEEF members working in production, Meghan Reese knew that working on a nightly television broadcast was not necessarily the most stable occupation: shows can get cut and funding can drop. But working for more than a year and a half as senior researcher for *Greater Boston* was a challenging and rewarding job and at least she had a project contract, an agreement with WGBH that meant—barring unforeseen circumstances, she would have a job at the very least through the end of that contract. So, in August 2009 when she was given a new project contract through the end of FY10, she signed it with the expectation of another year's work (see *A Merry Christmas Indeed* on page 2).

Four months later, on the Monday evening before Christmas (and seven days before her two-year anniversary and conversion to staff status), Meghan was called into her manager's office, informed that her contract had never

been filed, and that she was being laid off. She was instructed to leave work that night and not return to WGBH and assured she would receive her four weeks of notice pay.

The union immediately challenged Meghan's treatment. The contract between WGBH and AEEF provides that project contract employees who get laid off during the term of their contract receive the balance remaining on that contract (In Meghan's case through August 2010) and project contract employees with two

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years or more receive either the balance or severance pay, whichever is greater. Management's response was blunt: There was no valid project contract so there is no violation.

Runaround in *Nova*

After the details of Meghan's experience spread to *Nova*, members in that department started wondering where their contracts were. *Nova's* more than a dozen AEEF members had been working on expired project contracts for as long as six months, and inquiring about their contracts for just as long. Worried by Meghan's story, they started insisting on renewals to sign.

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A Merry Christmas Indeed

By Meghan Reese

My position has been eliminated (read...I have been eliminated). "A Merry Christmas indeed," I thought when I was told of this development three days before Christmas and a mere two weeks away from ascending to the rank of Staff from Project Contract. But at least I had a contract until August...or so I thought.

"We didn't file your contract," I was told by my managers when I questioned what we would do about this little matter of my having signed a year-long contract in September 2009.

And just like that my safety net was gone.

If nothing else comes of my fight to have WGBH reconcile this deception, this contract shell-game, this ruse of tricking me into thinking that I had a contract, my hope is that you realize that it is up to you to do your due diligence. Request copies of all documents, make sure all the wording is correct and watch your manager sign it if you must, follow-through on all paperwork, verify it checks out and has found its way into your HR files.

I did what I could. I combed through the contract with co-workers and we witnessed each other sign it. I requested a copy, though was never given one. I followed up. When my raise went into effect it seemed all was well.

I made financial decisions based on that contract. I renewed a lease for an apartment I can now no longer afford — but that lease, a contract, is set. I made medical decisions based on that contract. My husband and I made life decisions, family decisions all based on this piece of paper.

While there certainly are managers who care about union members and employees not just as workers but as people and would never condone such deceitful practices, clearly there are those who don't. So you must protect yourself.

The AEEF News and Views is published by the AEEF Communication Committee.

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Mark Your Calendar!

Monday, February 15
Presidents Day

Tuesday, February 16
Communication Committee Meeting
12 noon in Gerstein (5S) conference room

Thursday, February 18
Executive Board Meeting
12 noon in 5W conference room

Project Contract Special

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Nova managers promised to “follow up” and recommended employees go back and check with their direct supervisors, who, often as not, sent them back to the managers. Some members went directly to Human Resources seeking answers and were told there’s no obligation to give employees renewals within a certain period of time after the previous contract had expired. In the meantime, despite a pledge from *Nova* management to cut production before people, staff learned that editor Jason York was being laid off and his position eliminated. Jason’s contract had expired in August 2009 and he’d been asking for a new contract as he continued working for five months.

Meet the New Boss

How management justifies this treatment of employees, at least in contractual terms, is based on a gross misapplication of the Collective Bargaining Agreement, in particular Article 4.36. This provision provides four weeks of notice or notice pay for project contract employees who are terminated after the expiration of their contracts. This provision, originally negotiated in 2000, was intended by the parties at the time to provide a disincentive for managers to let project contracts expire before providing their employees with timely notice of whether their contracts would or would not be renewed.

New management appears to be using the language of 4.36 to achieve something more than just an incentive for the responsible and respectful treatment of project contract employees. In fact, when AEEF Business Agent Joe Montagna (who had helped negotiate the language in 2000) offered an explanation of the bargaining history, WGBH’s Director and Counsel of Employee Relations Laurie Hurrst responded that, “WGBH is not interested in the Union’s interpretation of the contract.”

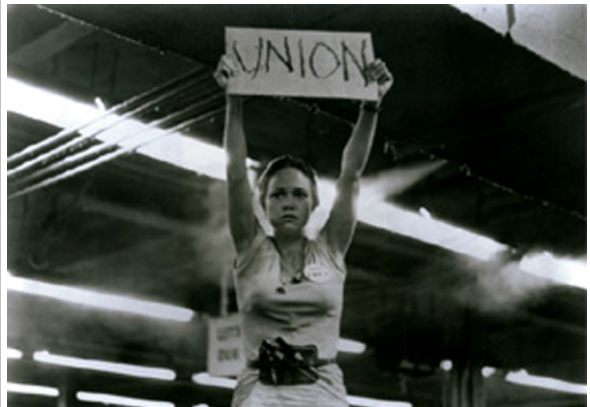
Next Steps

AEEF strongly disputes management’s interpretation of both the Collective Bargaining

Agreement and their obligations under it. The union has filed a grievance over Meghan Reese’s layoff and will be working with *Nova* and all other members who may be working on expired project contracts. AEEF’s officers encourage all members to take an active role in ensuring their job security by following the steps outlined in *Protecting Yourself* on page 4. If you have any questions regarding your employment status, contact your shop steward, any union officer, or Business Agent Joe Montagna.

NOTE: As of press time, movement was underway regarding project contracts at Nova. Updates will be included in next month’s March newsletter.

Talking Union



What is the AEEF’s structure?
How does contract bargaining work?

As part of the mobilization for contract negotiations this year, AEEF officers have begun scheduling member meetings with departments to discuss your questions, concerns, and priorities. For more information about the date, time, and location of your meeting, contact your shop steward, any union officer, or business agent Joe Montagna.

Protecting Yourself on the Job: A Checklist

During the past year, the AEEF has seen an alarming uptick in “Gotcha!” maneuvers – project contracts signed but never filed with HR, new employees hired on project contracts for staff-only positions, and performance reviews used to trigger the termination procedure. What can you do to protect yourself? Below is a checklist.

1. Check your status

Is your position designated as a staff-only position? If it is, you should not have a project contract. Consult the AEEF agreement on-line (aef.org) or ask your steward for clarification.

2. Get a copy of your project contract

After signatures are executed on a new contract, get a copy and keep it in a safe place. If you are already working under contract, ask your supervisor for a copy.

3. Check your personnel file periodically

Make sure your current project contract is on file with HR. If you don't already have a copy, make one. Also look for negative reports, etc., that could potentially harm you down the road.

4. Prepare for each performance review

Create a file for yourself. During the course of each year, add notes about your accomplishments as well as any problems (along with how you successfully addressed them). Use this information during your performance review.

5. Address performance issues immediately

If you find yourself in hot water over a performance issue, initiate an immediate dialogue with your supervisor. Identify what s/he wants you to do to correct the problem, then do it. Document it with a follow-up email to your supervisor indicating that all is well. Keep a copy.

6. Rebut a bad performance review

Discuss the negative points with your supervisor. Devise a plan to address legitimate criticisms in the future and raise objections to anything that you find unfair, untrue, or distorted. After a full discussion, your supervisor may be willing to revise the review before filing it with HR. If anything negative remains, write a rebuttal and place it in your personnel file. Do this immediately. Keep copies of everything.

7. Verify your hire date

Check all documents that list your hire date for accuracy. This crucial piece of information affects your benefits and status. If it's wrong, you lose.

8. Know your rights and use them

No one likes to deal with performance or disciplinary issues and involving others can feel uncomfortable, but you have rights under our Collective Bargaining Agreement and the law which can mean the difference between keeping and losing a job.

9. Keep your AEEF Steward in the loop

You have rights. Find out who your Union Steward is (if you don't already know) and keep him/her up to date with any issues that come up. Do not wait. The AEEF can best help you navigate threats to your job security if kept apprised as events unfold rather than after the fact.

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