



AEEF News and Views

Newsletter of the Association of Employees of the Educational Foundation



MARCH 2010

A Letter from the President

HONORING THE CONTRACT: A QUESTION OF ETHICS

In the months since the November 2009 decision to retain our salary increases and retirement benefits, WGBH's attitude toward our collective bargaining agreement appears to have changed. Management has, more often than not, chosen to ignore the contract and essentially do whatever it pleases, and we've logged a record number of grievances and arbitrations in our attempt to maintain the integrity of our rights as stated in the contract.

In this year of pending contract talks, the violations are piling up so quickly that we have to ask ourselves: *What guarantee do we have that management will honor a new contract when the one we have now is being violated in such a deliberate and unethical fashion?*

Here are some examples of contract violations since November 2009:

1. Senior researcher Meghan Reese in Boston Media Productions signed a one-year project contract in August

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Management Pushes Union to Historic Number of Arbitrations

After almost 30 years without a single grievance between WGBH and AEEF going to arbitration, the Union is currently scheduling the arbitration of two grievances with another five headed in that direction (see Grievance Report, page 4). In two of the pending grievances (Interns and Marketing Manager), the Union has proposed negotiating a settlement and management has refused.

A third pending grievance concerns Describers in DVS being trained and assigned to perform Post Production Supervisor duties with no increase to their regular base pay. Before a grievance had even been filed and in close consultation with the affected members, the Union offered a written settlement that would have maintained the status quo for a limited period while the parties discussed a longer-term solution. Management rejected the offer, denied any violation of the contract, and told Union representatives to file a grievance if they disagreed.

As most members know, when a disagreement over the contract occurs, management or the

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An Invitation ...for Mindy Braithwaite to Meet with AEEF

Despite repeated AEEF requests to sit down over lunch or a cup of coffee and get to know one another, the Union has been unable to schedule a face-to-face meeting with Vice President for Human Resources Mindy Braithwaite. According to Laurie Hurtt, Mindy is too busy to schedule such a meeting but may "drop by" one of the business meetings the Union and management hold regularly when she has the time. Unfortunately, those meetings usually have a tight agenda and are occasionally attended by a single officer.

What better way to improve communication than to sit down together and talk? Our invitation still stands. Mindy, we'd love to meet you, finally.

Management Pushes Union

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Union turns to the grievance procedure in order to seek a resolution. In most cases it is the Union filing the grievance. If the alleged violation continues or the parties are unable to negotiate a resolution, the matter may then be referred to arbitration. The parties present evidence, call witnesses, and the arbitrator renders a decision which is binding on both parties.

Richard Knisely Grievances Resolved

The two grievances filed on behalf of Richard Knisely and all outstanding issues have been resolved between the parties. "We have put our differences behind us," says Richard, who adds, "I will miss the many fine people I've had the privilege of knowing over my 25 years at GBH. If being treated fairly and with respect is important to you, get involved and support your union!"

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.

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

To write, edit, take photographs, or get involved, contact any officer, your shop steward, or business agent Joe Montagna.

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Mark Your Calendar!

- Thursday, March 19
■ Executive Board Meeting
■ 12 noon in 5W conference room
- Tuesday, March 30
■ Communication Committee Meeting
■ 12 noon in Gerstein (5S) conference room
- Friday, March 26
■ Open enrollment for WGBH health and dental insurance plans ENDS
- Tuesday, May 4
■ Spring Meeting
■ 12:00 noon at The Stockyard

Project Contracts: An Update

In the last newsletter, you read about the situation affecting many project contract employees whose contracts had expired and not yet been renewed. Here is an update on some of those situations:

Nova

In *Nova* almost all of the Union members were working on expired contracts (some for as long as six months). In February, Jason York, a post production editor who had been waiting for his contract renewal paperwork since last August, was told that his position was eliminated. The rest of the members in the department then stepped up their efforts to get an explanation for the delay or—better yet—the overdue renewals. Members drafted and signed a brief letter explaining the circumstances and requesting their contract renewals and a delegation of three delivered the letter personally to Executive Producer Paula Apsell.

Soon after approaching Paula, all of the members received project contract extensions, but the duration varied significantly. Many employees were given extensions through the full project contract year, while others were given only two month extensions. When asked about the discrepancy, supervisors explained that the shorter duration contracts gave management increased flexibility during the restructuring effort within the department.

While members in the department haven't heard an announcement about the restructuring, or had a chance to participate in a conversation about the scope or goals of the restructuring effort, most of those who initially received two month extensions have since been extended through the end of the fiscal year. Still, they're hopeful that as the restructuring commences, they'll have an opportunity to learn about the effort and offer ideas that can help the unit better meet its goals without further loss of staff.

This series of events—from the first frustrated request for overdue paperwork to the lack of

transparency regarding restructuring – has lowered morale in the department. But in spite of the blow to morale, the events have also provided a positive opportunity. Union members created a forum in which they shared their experiences and ideas for constructive communication techniques as they assessed how to handle the difficult situation.

Radio

In Radio, roughly half a dozen employees who were working on expired project contracts have received new contracts.

Meghan Reese

The Union has filed a grievance over Meghan's situation. WGBH maintains that Meghan's contract was never renewed and that management's actions did not violate the contract. However, to settle this dispute, Management offered to pay Ms. Reese through the end of February, 2010, six months less than the balance of her signed project contract. The proposed settlement was declined and no other offers have been proposed as of yet.

According to monthly member reports provided to AEEF by management, approximately half a dozen AEEF members are still working on expired project contracts. If you are one of them or have questions about your status, contact your shop steward.

WGBH Management Critical of AEEF and Newsletter

The letter from WGBH Director and Counsel for Employee Relations Laurie Hurtt can be read in its entirety along with comments from the Union's officers at www.AEEF.org.

In Memoriam:

Ray Smith, Host of *Jazz Decades*
Al Boyns, Mailroom Supervisor

Grievance Update

The Dispute Resolution Procedure in our contract provides a four-step process for resolving management-Union disputes regarding the meaning and interpretation of our contract. If an initial dispute is not resolved satisfactorily, a formal grievance may be submitted within 30 days of the event (or knowledge thereof) asserting a violation of the contract. If the parties fail to resolve the grievance, it may be submitted to a third-party arbitrator.

The following grievances have been filed since the January issue:

- The layoff of Meghan Reese without paying her the balance remaining on her project contract.
- The hiring of Emily Rooney and Callie Crossley as managers to perform Union radio hosting duties.
- The removal of two AEEF assignment editor positions in *The World* from the Union and their reclassification as management.

The following grievances remain active pending further discussion and/or action by the Union and management:

- WGBH's hiring of seven employees on project contracts in departments where the use of such project contracts is prohibited.
- WGBH's assigning of Post Production Supervisor duties to Describers in DVS without a salary review and increase in base pay. **This grievance has been referred to arbitration.**
- The Foundation's use of approximately 30 interns to perform what the Union believes is bargaining unit work in a manner which avoids the hiring staff. (Note: Under the law, interns are not free labor; they must be part of a bona fide training program from which the employer receives no immediate benefit. Under our contract, interns may not be used in a manner that displaces existing members, reduces their non-overtime hours, or avoids the hiring of new employees.) **This grievance has been referred to arbitration.**
- A new management job of Marketing Manager for The Forum Network, which the Union asserts does not involve management duties or discretion.
- The performing of Union designer duties by managers working in the position of Associate Creative Director (ACD) in Design. (Note: promotions to management should almost always involve new duties, usually managing staff or developing/implementing Foundation policies).
- The subcontracting of Union work previously performed by AEEF members in the Enterprises department by moving that work to PBSd (aka PMD). Both parties are considering a possible settlement to this grievance.

The following grievances have been withdrawn by the Union:

- WGBH failed to recall staff classical music host Richard Knisely to work available on the new 99.5 All Classical. (settlement agreement reached)
- The layoff of 89.7 WGBH host Richard Knisely, who had approximately 24 years of seniority. (settlement agreement reached)
- A radio manager performing Union producing and directing duties for 99.5 All Classical. (supervisor ceased performing Union duties)

The issuing of a written warning to a member who had received no previous indications that the supervisor was unhappy with the member's quality of work. (issue resolved between supervisor and member)

A Letter from the President

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2009. Four months later she was terminated, told her project contract was not valid and that she would receive only four weeks termination pay—not the eight months salary on the balance of her contract.
2. Two AEEF positions at *The World* were unilaterally reclassified as management positions.
 3. Emily Rooney and Callie Crossley were hired as managers to host their respective radio talk shows on 89.7 FM even though radio hosting and producing duties are AEEF work.
 4. The program director of the new WCRB began producing/directing on-air features, work that has always been done by Union members.
 5. When WGBH and WCRB changed formats on Dec. 1, 2009, both stations started airing underwriter announcements outsourced to an independent Cape Cod production house in clear violation of our contract.
 6. As many as a dozen interns are working in a manner that eliminates the need to hire regular (paid) employees.
 7. More than six Union employees were discovered to be working under project contracts in positions our collective bargaining agreement mandates are staff positions.
 8. Describers in DVS have been trained for and assigned Post Production Supervisor duties with no increase in base pay.
 9. As of January 1, 2010, monthly reports from WGBH indicated that more than 50 members were working on expired project contracts.

All of these moves on the part of WGBH were taken unilaterally without consultation or negotiation with AEEF. One might expect that after a collective bargaining agreement is signed, there is an ethical obligation on both parties to make a good faith effort to honor the agreement and negotiate changes if circumstances warrant.

Unfortunately, despite WGBH's recent pledge to maintain an ethical workplace, it appears that the ethical treatment of its Union employees is an exception.

- Jordan

MISSING



NAME: Acetylsalicylic acid
(aka "Aspirin")

DESCRIPTION: Analgesic

LAST SEEN: First aid kits

The Case of the Disappearing OTC Drugs

Head aching from those overhead lights? Neck sore from sitting at the computer? Tummy hurting from whatever that was at lunch? Can't continue working until you make the pain go away? Be warned – common remedies previously found in WGBH's First Aid cabinets may not be there when you need them.

Members notified the AEEF that supplies of OTC medications in the various First Aid cabinets throughout the foundation have been dwindling and not replenished. The Union filed a request for information in November and four months later on March 18, WGBH provided a written response which included the following:

"Due to budgetary constraints, Physical Plant, the department responsible for overseeing provision of emergency medical supplies, discontinued stocking non-emergency supplies. Given that the department already laid off staff due to budgetary concerns, Physical Plant determined that it is more important to use its resources to avoid further layoff of staff than to stock non-emergency supplies."

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