



AEEF News and Views

Newsletter of the Association of Employees of the Educational Foundation



December 11, 2008

SPECIAL EDITION

Union and Management Conclude Mid-contract Negotiations

Three weeks of mid-contract bargaining which began on November 20 concluded on Saturday, December 6 with tentative agreements to rollback most of the FY09 wage increase, re-structure the Design department, and institute substantial wage cuts in Media Access Group. The agreements, which must be approved by the full membership and the affected department members respectively, came in response to management's request that the parties bargain over changes to the FY09 budget which was being revised due to the impact of the economic downturn (which has now been officially declared a recession) on the Foundation's finances.

Each tentative agreement is summarized below. Q and A meetings with management and union representatives will be held on Thursday, December 11 in the Yawkey Theatre at 12pm, 1pm, and 4pm (and in the Los Angeles Caption Center on December 16 from 3pm-6pm).

Voting will be taking place December 12-18. Results will be announced on Friday, December 19.

FY09 Wage Increase Rollback

With WGBH experiencing the economic repercussions of a national recession, management informed the union that the FY09 budget was being revised to reflect a cut of more than 3% and requested that the union suspend implementation of the FY09 pay increases and that the parties bargain as provided for in our collective bargaining agreement. Though the vote to suspend implementation of the FY09 wage increases failed and the increases took effect, the parties commenced negotiations on November 20, 2008 over management's proposal to rollback the FY09 wage increases (as well as the re-structuring of the Design Department and an across-the-board wage cuts in the Media Access Group covered elsewhere in this bulletin). Bargaining concluded with an 18-hour long marathon session running from 9:00 am Friday, December 5 to 3:00 am on Saturday, December 6 and the following tentative agreement:

1. Effective the second pay period of January 2009, the wage increases for all bargaining unit members will be reduced to 0.5% above their FY08 rate of pay.

2. Non-essential employees will receive December 24, 2008 through January 2, 2009 as paid time off. Essential employees will receive an equivalent number of paid days off (not from vacation or sick time) to be used during FY09.
3. Union members employed as of the date of ratification will receive one additional personal day (for a total of six days per year) beginning on September 1, 2009.
4. Any union member who gets laid off during FY09 will receive his or her full severance pay at his or her pre-reduction rate.

Please note that all union members will be voting to ratify this Agreement and a majority of the full membership must vote in favor in order to ratify the Agreement.

Design Re-structuring

Management has decided to restructure the Design Department into a much smaller unit that would be integrated into National Marketing. As currently planned, this restructuring will reduce a department of 17 union employees supervised by four managers to one with five members supervised by five managers. Because management has the right to organize its operations in ways that do not violate our collective bargaining agreement, the focus of these negotiations was predominantly on the effects of this change and how it will be implemented:

1. Union members in Design may resign prior to any layoffs taking effect and will receive their full severance pay at their current pay rate.
2. Layoffs will take place according to the terms of the contract with qualifying union members filling the remaining positions in Design based on seniority where applicable.
3. Members who fill the remaining positions will be paid at the top of the pay range for that position if their previous pay rate was higher; members whose pay rate is within the pay range for the available position will keep their salary. All members will continue to receive all future applicable wage increases under the contract.
4. The new pay range for Designer will be \$42,000 through \$65,000 for FY09.
5. A new job description will be created for the Designer position that incorporates any Senior Designer duties that will not be performed by the Associate Creative Directors.
6. Management may offer separation packages to employees at its discretion with the union's cooperation.
7. Disputes regarding the interpretation of the Design agreement will be subject to the grievance and arbitration procedure.

Please note that only members working in the Design Department will be voting to approve this Agreement and a majority of those voting is required to approve the Agreement.

Media Access Group Wage Cuts

After more than thirty years of innovation and leadership in the field of creating and providing quality access services to the hearing and visually impaired, management has asserted that increased competition from lower-cost captioning and descriptive video providers has left much of this operation financially "unsustainable" and no longer "core to WGBH's mission". With neither senior management nor the Board of Trustees willing to continue "subsidizing" Media Access's inability to financially contribute to the Foundation's overhead budget (as the cost of providing these services as

budgeted has resulted in regular deficits) under the existing model, management has offered across-the-board wage cuts as the only alternative to closing the department permanently:

1. All MAG wage ranges will be reduced by 20% and will not be increased for the remainder of the current contract.
2. The ranges will be divided into thirds and labeled "low", "medium", and "high". Employees being paid a rate which falls within the reduced range will have their wage rate lowered to the next range third below (e.g. an employee whose wage rate falls in the "high" third of the reduced range will be moved to the "medium" third). Employees being paid a rate which falls at the top or above the reduced wage range will be paid the top-of-range rate (see attached).
3. All MAG employees will receive their applicable FY10 wage increases in November 2009 per the contract.
4. In the event any MAG employee is laid off in FY09 he/she will receive severance at his/her pre-reduction wage rate.
5. The parties will form a joint committee consisting of equal numbers of managers and AEEF-represented employees to brainstorm ideas for efficiencies in the Media Access Group, improving business, and employee concerns that arise.
6. In event MAG receives revenue in excess of costs and overhead, such funds will go to fund a "compensation enhancement plan" for bargaining unit members and managers alike. The portion of the plan for union members will be subject to bargaining between WGBH and AEEF.
7. For a 30 day period following the entering this Agreement, union members in MAG may choose to voluntarily depart and receive severance at their pre-reduction wage rate.

Please note that only members working in the Media Access Group will be voting to approve this Agreement and a majority of those voting is required to approve the Agreement.

Recommendations

Faced with the realities of a rapidly contracting economy and its profound effects on WGBH's ability to operate, both directly and indirectly, as well as senior management's intent and ability to transform its operations, the *Bargaining Committee is recommending the ratification of all three of these proposed agreements* with the hope that:

- A rollback of the FY09 wage increase to 0.5% above members' FY08 rates (having received the increased rate for almost a quarter) will allow the station ample flexibility to navigate the coming months in a manner which avoids the need for additional layoffs.
- Having preserved the rights of employees in the Design Department to retain the available positions based on their years of service to WGBH at a reduced cost that the Foundation will continue to provide and ultimately expand its Design services.
- That by agreeing to a one-time wage reduction that preserves annual negotiated wage increases, WGBH will be able and willing to maintain and build on its commitment to providing quality access services to the hearing and visually impaired community in a manner that provides good jobs and benefits with future wage growth.

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