



**Association of Employees of the Educational Foundation
Communications Workers of America Local 1300**

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WGBH Halts Bargaining: Presents Final Offer

Despite numerous unresolved issues remaining on the table, WGBH management presented AEEF with their final offer on Friday, February 25, 2011, effectively short-circuiting the collective bargaining process.

Just like the situation in Wisconsin, this fight is not about salaries or benefits: AEEF has substantively agreed to management's economic demands to align our benefits with those of non-union members.

Rather, this fight is about management's attempt to eliminate all restrictions on subcontracting, turn half our bargaining unit into at-will employees and stifle our ability to meaningfully protest this during the life of the contract.

What follows is a summary of the most egregious provisions of management's final offer.

1. Job Security

- **Outsourcing/Subcontracting**
 - Management insists on the unilateral right to outsource any and all union work
 - Employees who lose their job due to outsourcing will get 2 weeks of severance for every year of service up to a maximum of 12 weeks
 - However, severance is lost if employee turns down an offer of rehire to a similar position
- **Artistic Discretion Termination**
 - Employees who perform (anchors, reporters, etc.) or direct on-air work may be fired without cause and with no recourse to arbitration
 - Employees who lose their job under this provision receive 2 weeks of severance for every year of service up to a maximum of 12 weeks
 - However, severance is lost if employee turns down an offer of rehire to a similar position
- **Layoffs**
 - WGBH seeks to expand the conditions under which it can lay off union members, and to do so with much less regard for seniority
 - Recall rights are reduced from one year to nine months, narrows the job to which a laid off employee can be recalled and stipulates that the

recalled employee must be “the most strongly qualified” of all candidates, including external applicants

- Severance is lost if employee turns down an offer of rehire to a similar position

- **Right to fight Terminations**

- Limits AEEF’s right to fight terminations. An arbitrator cannot overturn a discharge unless management “failed to exercise reasonable judgment” ... a very soft legal threshold.

2. Project Contract employment

- **Employment at will**

- PC employees can be laid off with no compensation for their contract’s unworked balance
- Severance is paid only to PC employees who have worked in the same production unit for at least 24 hours a week for 5 years, and even then, the amounts are dramatically reduced
- PC employees must work 5 years in the same department and classification to qualify for staff status

3. Media Access Group, MAG

- **Forced Vacations and Unpaid Leaves**

- Managers can require MAG employees to use accrued vacation in order to manage “work fluctuations”
- Managers can require MAG employees to take unpaid leaves of absence for up to 8 weeks, (but management has agreed to continue its share of the insurance contribution during the unpaid leave)
- Severance will be paid only after two months of forced unpaid leave, and only if employee requests to be “terminated”
- Return to an available job opening from a forced unpaid leave is based on employee’s performance review rating when there are two or more MAG employees on unpaid leave

4. Other issues

- Over-scale employees receive no annual pay increases
- The current guarantee of two consecutive days off is eliminated
- There is no contractual assurance of a 5-day, 40-hour week
- Replacement of the current salary continuation benefits with a short-term disability plan
- Reduction of personal leave and sick leave to 10 days annually (combined)
- No limitations on the work that can be done by volunteers
- Loss of full-time severance when full-time employment is reduced to part-time, unless the employee chooses to resign instead of taking the part-time position