

WGBH'S LAST, BEST AND FINAL PROPOSAL, FEBRUARY 25, 2011

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WGBH EDUCATIONAL FOUNDATION

AND

THE ASSOCIATION OF EMPLOYEES OF THE  
EDUCATIONAL FOUNDATION,  
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1300

EFFECTIVE MARCH 15, 2011

**Certain Foundation proposals for changes in the language of the expired agreement may be intended for purposes of clarification only. Any Foundation proposal, or any withdrawal or modification of a proposal, does not constitute a waiver by the Foundation of the interpretation it places upon the language of the expired agreement or its terms, and may not be construed as an admission that the language or terms of the expired agreement has a meaning different from that stated in the proposed language.**

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**EDUCATIONAL FOUNDATION,**  
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**Effective MARCH 15, 2011**

I. The Foundation and Recognition of AEEF/CWA

WGBH Educational Foundation (the “Foundation”) is a nonprofit multimedia producer. Some of the Foundation’s employees are represented by the Association of Employees of the Educational Foundation, Communications Workers of America, Local 1300 (“AEEF/CWA”). The Foundation recognizes AEEF/CWA as the exclusive bargaining representative for all Full-Time and Part-Time Staff and Project Contract Employees, including the titles set forth in Attachment A (hereinafter called the Employees or Employee), but excluding those employees identified in the footnote below.<sup>1</sup> For descriptions of employment and other categories mentioned above, see Attachment C.

This Agreement covers only Employees AEEF/CWA represents.

II. The Foundation’s Culture

A. Job Growth, Development, Learning and Teamwork

Employees will not be limited from performing work because that work is outside their job description, is non-union work, or considered to be “management work.” Likewise, employees not covered by this Agreement may do work covered by this Agreement. Accordingly, there will be times when an Employee needs to do the work of another employee, whether represented by AEEF/CWA or not; likewise, there will be times when a supervisor or other employee needs to do work that is typically done by an AEEF/CWA employee. An employee not represented by AEEF/CWA, including a supervisor, would not spend a majority of time on a permanent basis doing the work of a bargaining unit Employee, and an Employee in the bargaining unit would not spend a majority of time on a permanent basis doing the work of an employee not represented by AEEF/CWA.

The work covered by this Agreement (see Section XI.A.) will not change because

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<sup>1</sup> Employees who are not represented by AEEF/CWA include: Administrators; Executive Producers; Television and Film Producers and Producer-Directors; Supervisors (as defined in the National Labor Relations Act); the Film Department; the Engineering Group; the Studio Technicians; Guards; Night News Editor; News Assignment Editor; TV Scheduling Supervisor; confidential employees and other excluded employees (as defined in Attachment B); temporary employees; volunteers; interns; and independent contractors.

an employee takes advantage of the above or does the work of another. For example, if a manager or supervisor performs work that is usually done by an Employee or a position in the bargaining unit, the Foundation will not claim that the work then becomes management work or work outside of this Agreement. If an Employee performs work typically performed by supervisors, managers or others who are not represented by AEEF/CWA, any claim by AEEF/CWA that the work then becomes bargaining unit work subject to this Agreement will not be subject to arbitration but instead will be subject to determination pursuant to the National Labor Relations Act.

As an Employee takes on new tasks or responsibilities, the Foundation will provide guidance and training so that the Employee has the maximum opportunity to be successful. As the Employee takes on more responsibility, there may come a time where the Employee's job description, title and compensation should be reevaluated. If at any time, the Employee, the manager, or AEEF/CWA believes that reevaluation is called for, the Employee, manager, the Employee's Human Resources representative, and AEEF/CWA will meet to review the circumstances and the Employee's job description, title and compensation and determine whether any should be adjusted. The Employee may at any time ask AEEF/CWA to participate in this process. If an Employee is promoted into a management position as a consequence of this reevaluation, the Foundation agrees that it will not recharacterize bargaining unit work as work outside the bargaining unit.

#### B. The Foundation's Performance Review System

The Foundation's performance review system is built on identifying performance goals, discussion between Employees and managers about how to achieve those goals, and regular feedback around whether and to what extent an Employee is meeting those goals. This process culminates in an annual performance review, which occurs on or about the Foundation's focal review date, June 15. The annual performance review process includes: a written self-evaluation by the Employee; a written evaluation by the Employee's manager which includes an assessment of the Employee's performance during the previous year and performance goals for the upcoming year; a meeting between the Employee and the manager to discuss the Employee's self-evaluation and manager's evaluation and performance goals; and review of the evaluations by the Employee's senior manager and/or vice president and Human Resources. An Employee will be provided a copy of his or her complete performance review (which includes the self-evaluation and manager evaluation) signed by his or her manager.

Reviews will become part of an Employee's personnel record. An Employee is required to sign the review acknowledging that s/he has seen it, however, s/he is entitled to add comments. The Foundation recognizes that there may be instances where an Employee disagrees with his or her performance review or overall performance rating. An Employee may always raise such concerns with Human Resources or may consult AEEF/CWA. An Employee or AEEF/CWA may always pursue such concerns through the dispute resolution process (Section VII). If at any time an Employee would like to review his or her personnel file, s/he should contact Human

Resources to arrange a time during regular business hours. Upon request, the Foundation will provide AEEF/CWA the performance ratings given Employees.

### C. Scheduling

The Foundation encourages an Employee and a supervisor to work together to determine a work schedule that meets the needs of the department and the Employee, recognizing that an Employee who works a full-time schedule (40 hours in a week) generally needs between 30 and 60 minutes of personal time during the day to take a break from work and projects. An Employee can arrange a schedule tailored to his or her needs so long as the needs of the department are met and his or her supervisor is agreeable. Where the nature of the work requires that it be performed during standard business hours of the work week (work week begins on Monday and ends on Sunday with standard business hours of 9 a.m. to 5 p.m., Monday through Friday) or the nature of the work requires that the work be done on a particular schedule that is inconsistent with standard business hours, the supervisor will inform the Employee of the expected work schedule. It is possible that a change in needs or performance may require that an Employee's schedule be changed; the supervisor will notify the Employee of the needed change as soon as possible.<sup>2</sup> A supervisor's determination with regard to scheduling shall be final.

### D. Volunteering and Internships

Volunteering is not only permitted, it is welcomed. To make sure that it is clear that the Employee is volunteering his or her time, the volunteer work should not be the kind of work the Employee regularly performs. It is always up to the Employee how much time to volunteer, but it is anticipated that no Employee will spend more than eight hours a month as a volunteer.

The Foundation offers internships to students of accredited institutions or employees of other public media organizations or a foreign broadcast agency, like the BBC, RAI, etc. There is no limit on the Foundation's ability to offer internships, except that interns shall not perform bargaining unit work where the effect of such work would, in the good faith judgment of the Foundation, displace or reduce the non-overtime hours of employment of any member of the bargaining unit.

### E. Equal Employment Opportunity

There shall be no unlawful discrimination in hiring, termination, promotion or other terms or conditions of employment because of age, race, color, sex/gender, religion, national origin, marital status, sexual orientation, physical or mental disability, veteran or military status, pregnancy, genetic information, gender identity and gender

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<sup>2</sup> Occasionally, the Foundation determines to cancel shifts for the Membership Development Services Outbound Group. If the Employee is not provided 72 hours of notice of the cancellation of the shift, s/he will be paid for the hours s/he would have worked on the shift; however, s/he will not be paid for the shift if it was cancelled because there were insufficient callers, due to Employees' calling in sick or taking unexpected time off, to, in the Foundation's judgment, justify the expense of conducting the shift.

expression, political belief or any other characteristic protected by law, or because of membership or non-membership in AEEF/CWA.

### III. Joining the Foundation

An Employee's first 90 days of employment with the Foundation are considered an introductory evaluation period. This introductory period gives an Employee a reasonable amount of time to learn the job and determine whether s/he likes working at the Foundation, and enables the Foundation to evaluate the fit of an Employee to a job. To help, the Foundation will provide any Employee new to a position a copy of his or her job description.

If the Employee determines that the Foundation is not a good fit, s/he will speak with the supervisor and arrange a departure schedule. If the Foundation determines that the Employee is not a good match for the position, the Foundation will speak with the Employee about an appropriate departure date. Under some circumstances, a supervisor may opt to extend the introductory period, for up to an additional 90 days, with notice to AEEF/CWA, to allow time for a fair review of performance. If the introductory period is extended, the Foundation will provide the Employee in writing an explanation of the reason and provide guidance as to performance expectations during the extension. The Foundation will share a copy of the explanation with AEEF/CWA upon its request.

During the introductory period, an Employee receives any paid holidays that occur, however s/he does not receive the other benefits of this Agreement (unless the introductory period is extended). If an annual wage increase occurs during the introductory period which the Employee would otherwise receive, s/he will be made whole for any withheld increase, with retroactivity, upon successful completion of the introductory period. If in the course of the introductory period, the supervisor determines that the Employee is not a good match for the position, the termination is not subject to the dispute resolution procedure of this Agreement.

### IV. Compensation

#### A. Position Ranges

Each position will be paid according to a designated range<sup>3</sup> (see Attachment D), and generally, each Employee is paid base compensation within the range designated for his or her position.<sup>4</sup> (An Employee would not be paid base compensation that is less than or above the range.<sup>5</sup>)

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<sup>3</sup> In the last year of this Agreement, each party commits to conducting a review of the ranges in Attachment D and delivering a copy of the review to the other party for consideration when a successor agreement is negotiated.

<sup>4</sup> Compensation for temporary employees engaged to do bargaining unit work outside of New England will be paid at the prevailing local wage rate for comparable employment.

<sup>5</sup> Some Employees' wages are already above the ranges for their titles. Such Employees' wages will not decrease, however, they would not be eligible for wage increases; but they would be eligible for "other

## B. Wage Increases

Each Employee who has successfully completed the introductory period and who has a performance review rating greater than “1” will receive a wage increase as follows:

- For fiscal year 2011,<sup>6</sup> a wage increase of 0.50% beginning with the first full pay period which includes March 15, 2011;
- For fiscal year 2013, a wage increase of 1.00% beginning with the first full pay period in fiscal year 2013 (i.e., September 10 through 23, 2012).

## C. Unusual Revenue Declines

The Foundation is a nonprofit institution which must maintain a balanced budget, so the Foundation is sensitive to revenue declines.<sup>7</sup> In times of unusual revenue declines, the Foundation is challenged to provide wage increases and retirement contribution matches. An unusual revenue decline occurs if at the end of the second quarter of the fiscal year, (i) the total actual discretionary revenues received as of that time are 3 percent lower than were projected for that time or (ii) the total actual operating revenues (excluding interest income and money drawn from the Foundation’s endowment) received as of that time are 6 percent lower than were projected for that time.

Effective in fiscal year 2012, in the event of an unusual revenue decline, any retirement contribution match will be suspended effective beginning with the first day of the third quarter for the remainder of the fiscal year unless the parties agree otherwise; and effective beginning in fiscal year 2013, any wage increase given during that fiscal year and any retirement contribution matches will be suspended effective with the first day of the third quarter for the remainder of the fiscal year unless the parties agree otherwise.

The Foundation will notify AEEF/CWA that an unusual revenue decline exists prior to placing the suspension of wage increases and/or retirement contribution matches into operation, and after such notice, and upon AEEF/CWA’s request, the

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compensation” set forth in Section IV(D).

<sup>6</sup> The Foundation’s fiscal year is September 1 through August 31.

<sup>7</sup> The Foundation’s operating budget for any fiscal year is developed in the final months of the preceding fiscal year and must be approved by the Board.

The operating budget is based on all anticipated restricted and discretionary revenue (together called operating revenues) and expenses. Restricted revenue sources include funding from PBS, foundations and others who donate money that is earmarked to be spent on designated productions or projects. Discretionary revenue sources include member donations, local corporate sponsorship, overhead paid by production units, and other funds received that are not earmarked for specific productions or projects. In any given year, restricted and discretionary revenue can rise or fall, jointly or independently, depending upon factors such as what productions PBS is interested in funding, and the economic circumstances of donors, corporations and foundations, etc.

Foundation will meet with AEEF/CWA to discuss any ideas that AEEF/CWA has for reducing costs to respond to the unusual revenue decline; during such discussions, the suspension of wage increases and/or retirement contribution matches shall continue.

Upon AEEF/CWA's request made within 7 days of such notice, an independent auditor mutually agreeable to the parties may review the Foundation's records to confirm that an unusual revenue decline has occurred; the independent auditor's review should be concluded 30 days thereafter. The cost of the independent auditor's services will be shared equally by the parties. The independent auditor's decision shall be final. If the independent auditor finds that there was not an unusual revenue decline, the Foundation will restore the wage increases and/or retirement contribution match retroactive to the date they were suspended.

#### D. Other Compensation

Although the Foundation, in its sole discretion, shall have the right to grant or deny above-range merit increases, the Foundation agrees that a blanket policy against such increases, written or unwritten, shall not be established. AEEF/CWA and the Employee in question will be notified, in writing, of such merit increases including the duration of the increase.

#### E. Overtime Compensation

Certain employees covered by this Agreement are exempt from overtime requirements under the Federal Fair Labor Standards Act ("FLSA"). The Foundation will, from time to time during the term of this Agreement, determine Employees' exemption status under the FLSA. In advance of reclassifying the Employee, the Foundation will notify the Employee of this determination and explain the reasoning for the reclassification, send a copy to AEEF/CWA and discuss the exemption with AEEF/CWA at AEEF/CWA's request (such discussion should occur within five business days after the Foundation notifies the Employee and AEEF/CWA of the planned reclassification). Employees who are not exempt (non-exempt) will receive overtime compensation if they work more than 40 hours in a week, are assigned to work a sixth or seventh day of work, or work on a Foundation holiday. The overtime rate for such work will be time and one-half the regular rate for the extra time worked, except that time worked on Foundation holidays will be paid at two times the Employee's regular rate (as discussed in Section V, Holiday Pay); if more than one condition triggering overtime exists, there will be no pyramiding of overtime compensation. All overtime must be approved in advance by a supervisor, except for recognized emergency situations.

## V. Benefits

Employees represented by AEEF/CWA share in the same benefits that the Foundation's other employees now enjoy.<sup>8</sup> The Employees covered by this Agreement participate in those benefits as follows:

- **Holiday pay**

The Foundation recognizes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day,<sup>9</sup> Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Full-time Employees may take the day off from work to celebrate these holidays unless otherwise needed to meet deadlines. Likewise, Part-time Employees who are regularly scheduled to work on a particular holiday may take the day off to celebrate unless otherwise needed to meet deadlines. In the event that an Employee needs to work on a holiday, if exempt, s/he, working with the supervisor, may select another day in the same fiscal year to take as a holiday; if non-exempt, s/he will be paid two times her regular pay for hours worked on that day.

- **Paid vacation**

Vacation days are accrued from the first day of employment on a fiscal year basis. The amount of vacation accrued each fiscal year is as follows:

3 months to 1 year: Earned pro rata to a maximum of 15 days

1 to 10 years of service: 15 days

11 years or more of service: 20 days

Vacation days must be used during the fiscal year in which they are accrued.<sup>10</sup> There are some circumstances that might prevent an Employee from using all of his or her vacation time within the fiscal year in which it is accrued. At the end of the fiscal year, an Employee may roll over any unused vacation time in accordance with existing Foundation policy concerning vacation rollover.<sup>11</sup>

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<sup>8</sup> Unless specifically provided, the Foundation benefits referred to in this Section V shall, for bargaining unit Employees, be on those terms and conditions that exist as of March 15, 2011; nothing herein shall prohibit the Foundation, after such date, from increasing or decreasing these benefits for other employees only.

<sup>9</sup> Employees outside of Massachusetts may work with their managers to choose another day to take as a holiday.

<sup>10</sup> Employees are unable to use vacation time during their introductory period.

<sup>11</sup> Employees who work in California are not subject to the rollover policy. Instead, when an Employee accrues his or her maximum allotment for the year plus the rollover maximum in the Foundation's policy ("Vacation Maximum"), s/he will stop accruing additional vacation time until s/he uses vacation time and the amount of vacation time accrued drops below the Vacation Maximum. At that point, s/he would begin to accrue vacation again. For example, if a California Employee is eligible for 15 days of vacation time per year, and the Foundation's rollover policy permits employees to roll over 5 days of vacation time to the next fiscal year, a California Employee will continue to accrue vacation until s/he has 20 days of vacation. At that time, s/he would reach the Vacation Maximum and temporarily stop accruing vacation time until



When an Employee leaves employment, s/he will receive payment of all accrued vacation in accordance with state law.

- A group health insurance plan (medical)

The Foundation offers Employees who are regularly scheduled to work 16 or more hours per week the opportunity to subscribe to a group health insurance plan that includes family and domestic partner coverage. The terms are as follows:

1) An Employee who wants to participate in a Foundation health insurance plan must enroll within 30 days of joining WGBH as an employee. (If an Employee does not enroll within the first 30 days of employment, the law recognizes other circumstances may occur that would permit an Employee to enroll. The Foundation would permit an Employee in such circumstances to do so.)

2) The Foundation will sponsor one health insurance plan, which will include family and domestic partner coverage. The Foundation will contribute to the premium for any eligible Employee as follows:

(a) For an Employee who works at least thirty-two (32) hours or more per week, the Foundation will contribute 50% of the premium for the sponsored plan for the first twenty-six (26) biweekly payroll periods, and 75% of the premium for the sponsored plan thereafter;

(b) For an Employee who works at least twenty (20) hours but less than thirty-two (32) hours per week, the Foundation will contribute 50% of the premium for the sponsored plan;

(c) For an Employee who works at least sixteen (16) but less than twenty (20) hours, the Foundation will contribute 25% of the premium for the sponsored plan.

3) If the Foundation, in its discretion, offers alternative plans, in addition to the sponsored plan, the Foundation will contribute to the premium of any eligible Employee as follows:

(a) For an Employee who works at least thirty-two (32) hours or more per week, the Foundation will contribute an amount which is the dollar equivalent of 50% of the premium for the sponsored plan for the first twenty-six (26) biweekly payroll

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s/he used vacation time. Once s/he used vacation time and his/her accrual dropped below 20 days, s/he would begin to accrue additional vacation time until s/he again hit the Vacation Maximum.

periods, and a dollar equivalent of 75% of the premium for the sponsored plan thereafter;

(b) For any Employee who works at least twenty (20) hours but less than thirty-two (32) hours per week, the Foundation will contribute an amount which is the dollar equivalent of 50% of the premium for the sponsored plan;

(c) For any Employee who works at least sixteen (16) hours but less than twenty (20) hours per week, the Foundation will contribute an amount which is the dollar equivalent of 25% of the premium for the sponsored plan.

4) An eligible Employee who is unable to participate in the Foundation's sponsored plan because the Employee lives outside the geographical area covered by that plan may participate in any other plan the Foundation offers at the same contribution rate the Employee would be eligible for if the Employee could participate in the sponsored plan.

5) In the event that any full-time Employee's hours are reduced involuntarily during fiscal year 2011 or fiscal year 2012, the Foundation will continue to pay the same contribution to the Employee's premium as if the Employee were still full-time, for three months following the date the reduction in hours becomes effective, so long as the Employee works at least 16 hours per week.<sup>12</sup>

6) Any Employee who leaves the Foundation with Foundation funded health coverage and subsequently returns to employment within one year from the date of termination may rejoin a Foundation health insurance plan without being required to pay the 50% contribution rate required in the first 26 biweekly payroll periods pursuant to paragraphs 2(a) and 3(a). All Employees who leave the Foundation having paid less than 26 biweekly payroll periods of shared health costs, and subsequently return within one (1) year, should have those months of prior payment credited towards the completion of the 26 biweekly payroll periods. In the case of Employees absent due to work-related injuries, the one-year period will be extended to twenty-one (21) months.

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<sup>12</sup> The Foundation acknowledges that there are some part-time Employees who currently receive a contribution to their premium equivalent to what full-time Employees receive. Such Employees will continue to receive the full-time contribution through the remainder of fiscal year 2011, so long as they continue to work at least 16 hours per week. Thereafter, they will receive a contribution to their premiums based on the hours they work, as described in subparagraphs (2) and (3) above.

- A dental insurance plan

An eligible Employee may participate in the dental insurance plan offered by the Foundation at the same contribution rate that would apply to the Employee for participation in Foundation health insurance plans.

- A retirement plan

Employees shall be eligible to participate in the Foundation's retirement plan through which Employees may save pre-tax income. Eligible Employees may participate in the plan if they contribute 4% of straight time wages, and will receive matching Foundation contributions.

- Paid sick/personal time

Since from time to time, Employees need to attend medical appointments, may experience illness or injury, or have other personal business to address, beginning on April 1 of each year, the Foundation will provide Employees who work 32 hours or more per week 10 paid days off to use for such matters during the next 12 months (through March 31). Employees who work more than 16 hours per week but less than 32 hours per week may use a pro rata amount of paid time off for such circumstances. Unused amounts of such paid time will not be rolled over into the next year.

If an Employee is going to use such a day off for personal business, generally, an Employee should seek a manager's approval for use of the day in advance. If an Employee is unable to do so, and upon contacting the manager the day of, learns that the Employee's absence would prevent adequate coverage of work or meeting a deadline, work will be the priority, and the Employee will take a personal day at another time.

- Short-term disability insurance

Beginning April 1, 2011,<sup>13</sup> Employees will be eligible, so long as they work at least 16 hours per week, to participate in the Foundation's Short-term Disability ("STD") insurance plan for situations in which an Employee is unable to work for a short period of time due to illness or injury (excluding on-the-job injuries, which are covered by workers compensation insurance). Features of the plan include: a zero day<sup>14</sup> waiting period for disability caused by accidental injury; a 7 day waiting period for a disability caused by illness or pregnancy; payment of 80% of an Employee's weekly earnings while disabled, except for any period when the Employee has chosen to use paid sick or personal time or vacation time instead (an Employee may use paid sick or personal time or vacation time during the waiting period without affecting the ability to receive the 80% payment); and

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<sup>13</sup> Until the time that the STD plan and paid sick/personal leave plan become effective, the salary continuation plan contained in the expired collective bargaining agreement shall continue in effect.

<sup>14</sup> "Day" with respect to STD refers to a calendar day.

STD coverage for up to 90 days or to the date long-term disability benefits become payable.

- Adoption and paternity leave

Beginning April 1, 2011, the Foundation will offer Employees the opportunity to take paid leave for the adoption of a child pursuant to its Adoption Leave Policy. At that time, the Foundation will also offer Employees who become fathers the opportunity to take paid leave for the birth of a child pursuant to its Paternity Leave Policy.

- Bereavement leave, jury duty leave, and annual military leave

There are other events that occur in an Employee's personal life that require time off from work, such as the loss of a loved one, or the performance of civic duties like jury duty or military duty. So that Employees may tend to those circumstances while balancing their work, the Foundation offers the following:

**Bereavement leave:** An Employee who has a death of a parent, spouse, daughter, son, sister, brother or another person who is in the Employee's household may take up to 5 paid days off to grieve that loss and tend to any matters associated with that loss. An Employee who has a death of a grandparent, mother or father-in-law, or brother or sister-in-law may take up to 3 paid days off to grieve that loss and tend to any matters associated with that loss.

**Jury duty:** If an Employee is called for jury duty, the Foundation will pay the Employee the difference in his or her wages and any compensation received from the Court for that jury duty. The Employee will comply with any Foundation process established for receipt of this benefit.

**Military leave:** Employees may be a member of a military reserve program and be required to attend two weeks of annual training as part of that membership. For any Employee who participates in such a program and attends the training, the Foundation will pay the difference in the Employee's regular wage and the amount of compensation the Employee receives from the government for the training. The Employee will comply with any Foundation process established for receipt of this benefit.

- Parental Leave and Family Medical Leave, ("FMLA"), Massachusetts Maternity Leave ("MMLA") and Small Necessities Leave ("SNLA")

The Foundation offers Employees the opportunity to take leaves of absence for reasons covered by the Family and Medical Leave Act ("FMLA"), Massachusetts Maternity Leave Act ("MMLA"), Small Necessities Leave Act ("SNLA") and any other applicable state or federal law. Eligibility and the terms of such a leave are determined by law. Employees will be required to use any accrued paid time off concurrently with any leave of absence taken under these laws to the extent the law allows. The Foundation will continue its practice of allowing Employees to

take time off to care for a domestic partner in circumstances that would be covered by the FMLA if the Employees were in marriages with their domestic partners that were recognized by federal law.

- Term life insurance , long term disability insurance, business travel insurance and accidental death and dismemberment insurance (Full-Time Staff and Full-Time Project Contract Employees Only)

Any Employee who works 32 or more hours per week will be eligible to participate in the Foundation's term life insurance and long term disability insurance plans and business travel and accidental death and dismemberment plans fully paid for by the Foundation.

- A severance pay policy

The Foundation provides severance pay for Staff Employees who are regularly scheduled to work 16 hours or more per week and who are terminated as part of a reduction in force under Section VI.A. A Staff Employee terminated under that section will be paid one week of regular wages for each year of service up to 10 weeks, to be paid bi-weekly beginning on the Foundation's first regular payday following the Employee's last day of employment.

A Project Contract Employee is eligible for severance under the following circumstances:

- (i) His or her project contract is not renewed due to (a) discontinuance of a project or (b) other reason that is no fault of his or her own;
- (ii) S/he has worked in the same production unit for at least 5 years; and
- (iii) S/he has worked for at least 24 hours or more per week throughout employment in the same production unit.

An eligible Project Contract Employee will receive 80% of one week's regular wages for each year of service up to 10 weeks, to be paid according to the same process as for Staff, except the amount of severance is reduced by 100% if the Employee receives 6 months of notice or more; 80% if the Employee receives 5 months of notice; 60% if the Employee receives 4 months of notice; 40% if the Employee receives 3 months of notice; and 20% if the Employee receives 2 months of notice. If s/he receives one month of notice or less, s/he will receive the full amount of severance (i.e., 80% of one week's regular wages for each year of service up to 10 weeks).

If at any time the Employee is offered the opportunity to return to work at the Foundation on a project contract or staff basis in a similar position, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position.

- An educational assistance program (Full-Time Staff and Full-Time Project Contract Employees Only)

Employees will be eligible for benefits under the Foundation's Educational Assistance Program.

- Flexible spending account plan and dependent care assistance plan

Employees may participate in the Foundation's flexible spending accounts. Flexible spending accounts allow employees to set aside a portion of their (pre-tax) income to pay for qualified expenses. The Health Flexible Spending Account (or "Health FSA") allows employees to use pre-tax dollars in order to help pay for out-of-pocket medical expenses. The Dependent Care Assistance Plan (or "DCAP") allows employees to use pre-tax dollars to pay for expenses for care of dependents under age 13 so that the employee can continue to work. The terms of the flexible spending accounts may be changed only pursuant to requirements in the Internal Revenue Code.

- Subsidized parking

The Foundation provides all employees the opportunity to participate in subsidized parking in the garage next to the Foundation's One Guest Street facility. Employees may participate in that program and receive the same subsidy as all other Foundation Employees. Accordingly, the monthly parking rate is \$25 per month.

- Expense reimbursement and meal allowance policy

Employees shall participate in the Foundation's Expense Reimbursement and Meal Allowance Policy that governs travel and meal expenses and mileage reimbursement of employees in connection with their work for the Foundation.

- The opportunity to take unpaid leaves of absence.

If an Employee is interested in taking an unpaid leave of absence, s/he will discuss it with his or her manager and Human Resources. The manager, senior manager and Human Resources will determine whether the leave of absence will be approved. During the leave, the Employee will not receive pay or other benefits, or accrue vacation time (however, the Employee may participate in health and dental insurance plans pursuant to COBRA). Time spent on such a leave will also not count toward an Employee's length of service with the Foundation. Whether and to what extent the Employee's position will remain available to the Employee at the end of the leave will be determined by the manager, senior manager and Human Resources at the time the Employee's leave of absence is approved.

So that the Media Access Group may manage work fluctuations and their impact on the budget, the managers of the group may require Employees to use accrued vacation days as necessary. Also, the managers may require that Employees take unpaid leaves of absence in the event that Employees do not have vacation time or do not want to use their sick or personal time. In the event that an Employee is required to take an unpaid leave of absence, the Employee will be entitled to return to his or her position as soon as the work is again available. To the extent work becomes available, but there is insufficient work for all Employees who are on leave to return, Employees will be selected to return on the basis of their performance review ratings. An Employee who is on a mandatory unpaid leave of absence may elect to have his or her employment terminated pursuant to Section VI(A) after s/he has been on the leave of absence for 8 weeks if the manager is unable to provide the Employee work; upon election of termination, the Employee will be eligible for severance. The Foundation will not contest any application for unemployment compensation filed by the Employee because of such unpaid leave or elected termination, and while the Employee is on such unpaid leave, the Foundation will continue to contribute to the Employee's health insurance at the same rate as it did before the Employee was placed on leave.

## VI. Departure from Employment

### A. Reduction in Force (Layoffs)

Sometimes the Foundation might have to reduce staff because of a budget issue, loss of a project, change in work needed or other reasons. In that event:

1. The Foundation will give preference to retention of Full-time Staff Employees and to Part-time Staff Employees regularly scheduled to work 32 or more hours per week. This is subject to such exceptions as are necessary to permit completion of outstanding projects and assignments, to enable the Foundation to fulfill any legal commitments and to maintain efficient operations.

2. The determination as to which Employees will be retained will be made on a classification by classification basis, within each separate department among those Staff Employees having the ability to perform the remaining work, in the reasonable judgment of the Foundation, taking into consideration:

- Length of service at the Foundation (measured from the Employee's most recent date of hire as a Full-time or 32 hour Part-time Employee);
- Performance reflected in performance reviews and other records like performance improvement plans, warnings, or written correspondence or emails (if, at the time of lay off, a review for an Employee has not taken place within the past six months, a current review will be given);

- Prior experience in the job classification; and
- Possible discriminatory impact.

When the Foundation needs to lay off an Employee, the Foundation will provide the Employee notice as soon as possible. A Staff Employee will be provided at least 4 weeks written notice (or pay in lieu thereof). A Project Contract Employee will be provided at least 2 weeks written notice (or pay in lieu thereof). Within one week of notifying Employees of layoff, the Foundation will notify AEEF/CWA.

As an alternative to a layoff, the Foundation, in the exercise of its business judgment, may, after notification to AEEF/CWA, reduce the hours of Full-Time or Part-Time Employees. If the Foundation does that and the Employee doesn't want the job with reduced hours, the Foundation will honor the Employee's decision to voluntarily resign and will still pay the Employee any severance pay to which the Employee is otherwise entitled. If the Employee is willing to do the job on a reduced hours basis, the Employee's wages, vacation and other paid time off will be reduced by the same percentage that his or her schedule is reduced.

If termination of employment is necessary because of a circumstance that is beyond the Foundation's control (e.g., a fire, weather event, or termination of a contract or failure to fund a project by a funder), the Foundation will notify Employees as soon as possible, however, there is no mandatory notice period.

#### B. Returning to Work

If the Foundation later has job openings, the Foundation will give priority to rehiring Staff Employees for those positions in certain circumstances:

1. The Staff Employee must have been laid off in the nine months prior to the posting of the new position;
2. The new position must be the same job classification that the Staff Employee had in the same department prior to his or her layoff;
3. The Staff Employee must have the skills and abilities, in the Foundation's reasonable judgment, to perform the work of the position, and must have had a total performance rating of 3 or greater on his or her last performance evaluation by the Foundation; and
4. The Staff Employee must be the most strongly qualified of all candidates, including external candidates, to perform the work of the new position.

If more than one Staff Employee is on layoff who meets the above factors and is equally qualified to perform the work of the new position, the Foundation will hire the Staff Employee who worked for the Foundation the longest prior to layoff.



Former Employees may watch the Foundation's web site for job postings. Upon request to his or her Human Resources Business Partner, the Foundation will send Staff Employees on layoff notice of job openings by email. (Employees are responsible for keeping the Foundation informed of any change of email address).

All benefits of this Agreement to which an Employee was entitled prior to the layoff will resume for the Employee at the commencement of rehire, subject to the terms of the applicable plan or policy.

Under the following circumstances, an Employee will not have priority for an open position:

- If an Employee quits, resigns, retires or accepts a permanent transfer to a position outside of the bargaining unit;
- If an Employee is terminated for continually unsatisfactory performance or just cause;
- If an Employee is on layoff status for more than nine months;
- If an Employee has an opportunity to accept a new position at the Foundation but doesn't notify the Foundation of his or her intention to accept within five working days of notification receipt, or having accepted, doesn't return to work within 15 working days from the notification receipt. However, if the job offered is not reasonably expected to give an Employee at least 13 weeks of full-time employment s/he may decline it without prejudice;
- If an Employee is absent from work without authorization or good cause for a continuous period of five days (an absence won't be considered authorized or for good cause if the Foundation is not notified within the five day period);
- If an Employee on a medical leave of absence is unable to return to work, with or without a reasonable accommodation, during the nine-month period while the Employee is on layoff status; or
- If an Employee doesn't return to work upon expiration of a leave of absence.

#### C. Involuntary Termination

There may come a time during an Employee's employment that the Foundation finds that the Employee's performance of his or her job duties or conduct is unsatisfactory. Employees may be terminated, suspended or demoted for just cause or for unsatisfactory job performance (e.g., absenteeism, tardiness, failure to meet performance goals, failure to follow instructions, etc.), whether or not unsatisfactory performance is reflected in the Employee's performance review. Because Employees should generally be made aware of the expectations of the Foundation prior to their termination, progressive discipline, while not specifically required, is recognized as generally in the Foundation's, AEEF/CWA's and the Employee's interest. Progressive

discipline is specifically not required in cases involving misconduct that the Foundation determines creates an unsafe workplace, threat to the Foundation, or harm to the Foundation's business or business relationships, or in cases involving serious misconduct (e.g., insubordination, use of a controlled substance, theft, use of obscene or offensive language on-air). In the event that the Foundation's termination of an Employee for just cause or unsatisfactory performance is challenged through the dispute resolution process (Section VII), the termination shall be sustained unless an arbitrator determines that the Foundation has failed to exercise reasonable judgment with respect to the Employee's termination from employment.

#### D. Artistic Discretion

Employees who perform or direct on-air work, including but not limited to, Reporters, News Anchorpersons, Correspondents, TV Directors, TV Announcers, Radio Producer/Announcers, Radio Board Operator/Announcers, Radio Reporter/Announcers, World Editor/Reporters, World Radio Studio Directors, World Reporters, and World Senior Radio Producer/Hosts, may be separated from employment without cause, provided that they are given a minimum of four weeks written notice (or pay in lieu thereof) and any severance pay owed, described below.

An Employee who is separated from employment pursuant to this provision will receive severance pay equal to two weeks of regular wages per year of service, not to exceed twelve weeks of total severance pay, to be paid bi-weekly beginning on the Foundation's first regular payday following the Employee's last day of employment. If at any time the Employee is offered the opportunity to return to work at the Foundation on a project contract or staff basis in a similar position, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position.

### VII. Dispute Resolution

From time to time, differences may arise between them concerning the interpretation and application of the Agreement.

Employees and supervisors are encouraged to discuss issues regarding the interpretation or application of this Agreement with the intent of answering questions and resolving any disputes at the department level. If an Employee would like to have an AEEF/CWA representative involved in those discussions, a representative is welcome to participate.

If the issue isn't resolved after those discussions, AEEF/CWA will discuss the issue directly with the Director of Employee Relations or his or her designee. Such discussion must take place within 15 business days after the facts giving rise to the dispute, or within 15 business days of the time when the party initiating the grievance has, or reasonably should have had, knowledge of the facts underlying the grievance, unless the Director agrees to delay the discussion.

After that, if a resolution still has not been reached, AEEF/CWA may file a grievance. In order for a grievance to be properly handled, it needs to be in writing, and

signed by AEEF/CWA. The grievance also should state the facts underlying the grievance, the specific contract violation alleged, and the remedy sought. A grievance has to be filed with the Director of Employee Relations within 15 business days after the aforementioned meeting. WGBH will provide AEEF/CWA a written response within fifteen (15) business days of receipt of the grievance, and in the event the parties cannot resolve the grievance, the matter should be referred to arbitration within thirty (30) business days of WGBH's written response.

The Foundation and AEEF/CWA have selected people to help them if a matter gets to the arbitration stage: Susan Brown, Michael Stutz and Roberta Golick. The first arbitration under this Agreement will be referred to Susan Brown, the second to Michael Stutz, the third to Roberta Golick and so forth in that order. If the next arbitrator in line is unable to schedule a hearing date within 90 days of the date the matter is referred to him or her, at the option of AEEF/CWA or the Foundation, the matter goes to the next arbitrator in the rotation.

Arbitrations will be held in Boston, Massachusetts and the cost of the arbitration procedure shall be borne equally by AEEF/CWA and the Foundation. The Arbitrator's decision is final and binding and the Arbitrator can't add to, subtract from, or otherwise alter any provision of this Agreement.

The Foundation, if it has any grievance involving the interpretation or application of the terms of this Agreement, may present it to AEEF/CWA and proceed to arbitration as well.

The time limits in this dispute resolution procedure are of the essence of this Agreement and if not complied with, the grievance and/or any arbitration is permanently barred. Time limits may be extended only upon written agreement between AEEF/CWA and the Director of Employee Relations.

This dispute resolution procedure is the exclusive method for the resolution of any grievances between AEEF/CWA and the Foundation.

## VIII. Foundation Rights

Although this Agreement contains specific provisions about the relationship between AEEF/CWA and the Foundation, the Foundation still retains the right to run its business and to make the decisions regarding the management, operation, and programming of the Foundation and its affiliated radio and television stations. While this is not an exhaustive list, the Foundation continues to have the right to: manage and control its business and to direct the work force; to determine the methods, processes and schedules of work; to hire, assign, transfer or lay off employees; to discipline, suspend and discharge; to establish reasonable rules and regulations for the conduct of Employees and to provide for their enforcement; to introduce new equipment and technologies; to control and regulate the use of equipment and other property; to determine when work is required and the number of employees to perform the work; to have bargaining unit work performed by supervisors, managers and other employees outside the bargaining unit; to increase or decrease operations in whole or in part; to

relocate or discontinue its operations, in whole or in part; and to sell or otherwise dispose of its business, in whole or in part.

This Agreement only applies to the Foundation's existing businesses and any claim that a newly acquired or newly created operation or business is covered by this Agreement shall not be subject to arbitration, but will be subject to determination pursuant to the National Labor Relations Act.

Except as limited by the specific terms of this Agreement, the exercise by the Foundation of any Foundation Rights can't be challenged through the dispute resolution process. If there is a question as to whether an action taken by the Foundation was covered by this provision, that question would be subject to the dispute resolution process.

#### IX. Mutual Commitments

During the term of this Agreement, neither AEEF/CWA, nor any Employee will cause, sanction, threaten, or take part in any strike, picketing, sympathy strike, boycott, unfair labor practice strike, slowdown or stoppage of work of any kind against the Foundation, or other interference with the conduct of the Foundation's business. If AEEF/CWA or any Employee violates this pledge, then in addition to any other remedies, including the termination of any offending Employee, the Foundation may seek immediate injunctive relief from an arbitrator or a court of competent jurisdiction. The Foundation makes a corresponding promise -- during the term of this Agreement, the Foundation will not engage in a lockout of Employees.

#### X. Labor-Management Committee

Even though the Foundation and AEEF/CWA have an agreement in place, situations arise that were not anticipated, and by working collaboratively, we may be able to address those situations effectively. To help that process along, the Foundation and AEEF/CWA have set up a Labor-Management Committee (hereinafter "LMC"). The LMC will be made up of three employee representatives of AEEF/CWA, three employee representatives of our other union, NABET, and three representatives of the Foundation. Employees will be paid for time spent attending meetings of the LMC, which will occur from time to time but not less often than quarterly. The role of the LMC is advisory; it doesn't act to change the Agreement, or to take the place of the dispute resolution procedure.

#### XI. The Foundation's Commitment to AEEF/CWA

##### A. AEEF/CWA's Work

The work that is covered by this Agreement is the work that has been regularly and customarily done by Employees in the AEEF/CWA unit at or from the Foundation's facility and within the contiguous 48 states. Work not covered by this Agreement includes: work with respect to animation; the preparation of material intended for transmission through datacasting or streaming, over the internet and by CD-ROM and

DVD; web development, web building, web coding, web architecture, web editing, web shooting, and web editorial work; and work with respect to the Foundation's technological infrastructure and systems (like that done by IT). However, the Foundation can choose to assign AEEF/CWA members to do work not covered by this Agreement, and to the extent there are AEEF/CWA members presently doing such work, the Foundation will not look to reclassify them solely because of this provision. Also, tape or disc editing, or any technological replacement, will be subject to shared jurisdiction with NABET. Finally, in order to allow the Foundation to compete for funding for new National Productions, the Foundation can produce one pilot (up to 60 minutes) and two additional programs for a potential series which is not covered by the terms of this Agreement.

The Foundation may assign Employees to work not covered by this Agreement. When that work is assigned, Employees are expected to perform it with the same effort and zeal they exhibit when they perform their other work. While performing that work, the provisions of this Agreement apply, unless the Foundation and AEEF/CWA agree otherwise. Any claim by AEEF/CWA that the performance of work not covered by this Agreement by bargaining unit members, or the assignment of work outside AEEF/CWA's jurisdiction to bargaining unit members, expands the scope of the bargaining unit or the scope of work covered by this Agreement shall not be subject to arbitration but shall be subject to determination pursuant to the National Labor Relations Act.

In addition, the Foundation can contract out any work to another employer (including a co-producer or independent producer) or independent contractor or acquire programs or segments, whether or not financed or commissioned, or other work from any source. An Employee who is separated from employment so that work can be contracted out to another employer or independent contractor pursuant to this provision will receive severance pay equal to two weeks of regular wages per year of service, not to exceed twelve weeks of total severance pay, to be paid bi-weekly beginning on the Foundation's first regular payday following the Employee's last day of employment. If at any time the Employee is offered the opportunity to return to work at the Foundation on a project contract or staff basis in a similar position, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position.

#### B. Joining AEEF/CWA

A union security clause is a provision that requires that employees covered by an agreement either (1) become members of the union in good standing within 30 days of starting employment or the execution or effective date of this Agreement, whichever is later, and remain members in good standing; or (2) pay periodic dues and initiation fees. At the request of AEEF/CWA, the Foundation has agreed to a union security clause. The effect of this union security clause is that if Employees don't fulfill their financial obligations to the union (they don't have to be members), AEEF/CWA can request that the Foundation terminate their employment. The Foundation won't separate anyone from employment for this reason unless it receives a written notice

from AEEF/CWA that the Employee has not paid dues and initiation fees uniformly required and the Employee has been given the legally required notices from AEEF/CWA to make such payments.

C. AEEF/CWA Dues (Voluntary Check-off)

As an accommodation to AEEF/CWA, the Foundation also deducts each pay period the current monthly dues from the wages of each Employee who has individually authorized the Foundation to do so in writing. This authorization is voluntary.

When authorized, the Foundation will send the deducted amounts each month to AEEF/CWA, along with a list, in electronic form, of check numbers and names of Employees with respect to whom the deductions were made.

AEEF/CWA will indemnify the Foundation and hold it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Foundation in fulfilling the terms of this section, including liability for any refund of all or any part of the dues and/or initiation fees paid by or deducted from the wages of any Employee and transmitted to AEEF/CWA. The Foundation will promptly notify AEEF/CWA of any claim for refund and AEEF/CWA will then bear all responsibility for the claim (including the selection of counsel satisfactory to the Foundation) and pay all costs and expenses in connection with the claim.

D. Site Visits by AEEF/CWA

The AEEF/CWA Business Agent may visit the Foundation's property in order to speak with AEEF/CWA stewards for purposes related to the administration of this Agreement, and to talk to Employees about any pending grievances. To make sure those visits run smoothly, the AEEF/CWA representatives (1) will notify the Director of Employee Relations, or his or her designee, in advance of his or her arrival at the facility, (2) will only enter the facility accompanied by the steward or Employee with whom s/he is meeting, (3) will comply with all visitation rules applicable to other visitors, including not disrupting the Foundation's business, and (4) will conduct all business during the stewards' and Employees' non-working time. In addition, if any of the AEEF/CWA officers (meaning, President, Vice-President, Secretary and Treasurer) has a pre-arranged meeting with the Director of Employee Relations, the officer will not lose regular pay if the meeting happens during the officer's regular working time.

E. Bulletin Board Space

The Foundation will provide AEEF/CWA with bulletin board space. No material posted on the bulletin board may contain material derogatory of the Foundation or any employee, member, trustee or other person associated with the Foundation.

XII. Legal Requirements

A. Separability And Savings Provision

If any provision of this Agreement is held invalid, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of it has been restrained, will not be affected. In the event that any provision is held invalid, or enforcement of, or compliance with which has been restrained, the Foundation and AEEF/CWA will enter into immediate discussions upon either's request for the purpose of arriving at a mutually satisfactory replacement for such provision. If the Foundation and AEEF/CWA don't agree on a mutually satisfactory replacement, either the Foundation or AEEF/CWA may refer the issue to the dispute resolution procedure, as provided in this Agreement.

B. No Prior Better Conditions

The Foundation is not obligated to continue any prior better benefit or better practice that it has given or engaged in prior to March 15, 2011 unless stated in this Agreement.

XIII. Duration

In order to provide stability in the relationship between the Foundation and AEEF/CWA, this Agreement will become effective on the 15<sup>th</sup> day of March, 2011 and expire on the 31<sup>st</sup> day of August, 2013.

IN WITNESS WHEREOF, AEEF/CWA and the Foundation have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 2011.

WGBH Educational Foundation

By: \_\_\_\_\_

Association of Employees of the Educational Foundation/  
Communications Workers of America, Local 1300

By: \_\_\_\_\_

**ATTACHMENT A**  
**Employee Titles Covered By This Agreement**

Account Executive	Day of Air Coordinator/Secretary
Archivist	Day of Air Supervisor Describer
Assistant Costume Designer	Design Coordinator
Assistant Designer	Design Information Coordinator
Assistant Director	Designer
Assistant Director/Editor	Distribution Assistant
Assistant Gardener	Distribution Coordinator
Assistant Photo Librarian	Editor
Assistant Production Designer	Executive Assistant-Auction
Assistant Scheduler	Executive Producer Morning Pro Musica
Assistant Unit Manager	Film Equipment Technician
Associate Designer	Fund Raising Assistant
Associate Interactive Designer	Fund Raising Projects Coordinator
Associate Producer	Fund Raising Project Coordinator-On Air
Associate Researcher	Fund Raising Systems
Associate Steno Captioner	Guest Booker
Auction Assistant	Supervisor Gardener
Audience Services	Information Specialist
Assistant Bilingual Caption Writer	Interactive Designer Interpreter
Billing Supervisor	Lab Expeditor
Broadcast Coordinator	Language Specialist Log Typist
Broadcast Scheduling Assistant	Mailroom Assistant Mail Clerk
Building Service Technician	Maintenance Person Marketing Coordinator
Building Supervisor	Membership Development Representative 1
Building Supervisor Electrician	Membership Development Representative 2
Caption Coordinator	Member Outreach Representative 1
Caption News Broadcast Coordinator	Member Outreach Representative 2
Caption Technician	News Anchorperson (On-air functions only)
Caption Transcriber	NOOZ Editor
Caption Writer	On-Air Breaks Assistant
Carpenter	On-Air Breaks Coordinator
Clerk/Typist	Operations Assistant
Coordinator of Audience Services	Phone Campaign Assistant
Coordinator of Listener Support	Phone Out Assistant
Coordinator of Radio/On Air Support	Phone Out Caller
Coordinator of Support Services	Phone Out Control Assistant
Costume Designer	Phone Out Researcher
Daily Exchange Feed Coordinator	Photo Lab Technician
Dance Coordinator	Photo Librarian
Data Entry Clerk	Post Production Director
Data Entry Coordinator	Post-Production Supervisor
Data Entry Operator	Prime Time Editor
Day of Air Coordinator	



Production Assistant  
Production Coordinator/AEEF  
Production Secretary  
Program Marketing Coordinator  
Program Materials Assistant  
Program Materials Supervisor  
Programming Coordinator  
Project Communications and  
Marketing Coordinator  
Project Promotion Supervisor  
Promotion Assistant  
Promotion Production Supervisor  
Proposal Writer  
Publications Coordinator  
Publicist  
Radio Associate Producer  
Radio Board Operator/Announcer  
Radio Broadcast Program Coordinator  
Radio Marketing Assistant  
Radio Producer  
Radio Producer/Announcer  
Radio Reporter/Announcer  
Radio Production Assistant  
Radio Production Coordinator  
Radio Program Guide Coordinator  
Radio Traffic Coordinator  
Reporter  
Research Assistant  
Researcher /Secretary  
Resource Librarian  
Revenue and Data  
Administrator/Data Entry Operator  
Scenic Assistant  
Scenic Designer  
Scenic Supervisor  
Script Coordinator  
Secretary  
Secretary/Office Coordinator  
Senior Account Executive  
Senior Designer  
Senior Editor  
Senior Interactive Designer  
Senior Marketing Coordinator  
Senior Program Marketing  
Coordinator  
Senior Programming Coordinator  
Senior Project Promotion Supervisor

Senior Promotion Writer  
Senior Publicist  
Senior Radio Producer  
Senior Radio Producer/Macy  
Senior Researcher  
Senior Revenue and Data Administrator/  
Data Entry Operator  
Shipping Supervisor  
Special Projects Assistant  
Steno Captioner  
Switchboard Operator  
Switchboard Operator/Receptionist  
Talent Coordinator  
Tape Duplicator Operator  
Teletext Operator/Caption  
Traffic Assistant  
Traffic Coordinator  
Traffic Supervisor  
Transmission and Tape Schedules  
Coordinator  
TV Announcer  
TV Director  
TV Schedule Supervisor  
TV Workshop Coordinator  
Typographer 1  
Typographer II  
Videotext Editor 1  
Videotext Editor II  
Writer/Editor

If the Foundation wants to change a job title, it will notify AEEF/CWA and discuss the change with AEEF/CWA, if AEEF/CWA wishes to do so.

Certain employees at the WCAI/WNAN radio station who perform work customarily performed by AEEF/CWA-covered Employees are covered by this Agreement; specifically, the positions of Broadcast Operator, Development Coordinator/Broadcast-WCAI/WNAN Radio and Project Director-WCAI/WNAN Radio Nantucket fit within that category. If the work associated with any AEEF/CWA-represented positions at WCAI/WNAN evolves in the future and no longer consists predominantly of work customarily performed by Employees, the Foundation may, after consulting with AEEF/CWA, remove those positions from the unit. If the work of any other positions at WCAI/WNAN evolves into work predominantly of the nature customarily performed by Employees, or if new positions performing such work are created, those positions will be covered by this Agreement. However, the positions of WCAI/WNAN Broadcast Director-Radio and Development Director-Radio/WCAI-WNAN are management positions and are not covered by this Agreement.

## **ATTACHMENT B**

### **Confidential Employees**

Certain employees are “confidential employees” either by agreement or by law. AEEF/CWA and the Foundation have agreed that certain positions are confidential and as such are appropriate to exclude from coverage under this Agreement. Those positions are listed below. In addition, the Foundation may decide during this Agreement that other positions should also be excluded as confidential under federal law.

<b><u>Title</u></b>	<b><u>Department</u></b>
Administrative Assistant 1	Frontline
Administrative Assistant 1	Fundraising
Administrative Assistant 1	Major Gifts
Administrative Assistant 1	Major Gifts
Administrative Assistant 1	Online
Administrative Assistant 1	Radio
Asst Facility & Staff Sched	Production Services
Benefits Assistant	Human Resources
Compensation Assistant	Human Resources
Confidential Receptionist	Foundation/Administration
Confidential Secretary	Legal
Confidential Secretary	Nova
Confidential Secretary	Nova
Confidential Secretary	Physical Plant
Coor Administrative Services	Physical Plant
Employment Assistant	Human Resources
Executive Assistant	Broadcast
Executive Assistant	Corporate Communications
Executive Assistant	Foundation/Administration
Executive Assistant	Foundation/Administration
Executive Assistant	Legal
Executive Assistant	Local TV
Executive Assistant	STS
Office Coordinator	Access Technology - LA
Office Coordinator	Budget
Office Coordinator	Human Resources
Staff Assistant	Administration
Staff Assistant	Auction
Staff Assistant	Budget
Staff Assistant	Fundraising
Staff Assistant	Human Resources
Staff Assistant	Legal
Staff Assistant	Local TV
Staff Assistant	Major Gifts
Staff Assistant	National Development

Staff Assistant  
Staff Assistant  
Staff Assistant

Production Services  
Strategic Info Systems  
Teacher Center

Other positions that are not covered by this Agreement include:

<b><u>Title</u></b>	<b><u>Department</u></b>
A/P Clerk	Accounting
A/P Clerk	Accounting
Accounting Assistant	Accounting
Accounting Assistant	Accounting
Accounts Payable Coordinator	Accounting
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	The World
File Clerk	Accounting
Office Coordinator	IT
Payroll Coordinator	Accounting
Staff Assistant	Accounting

**ATTACHMENT C**  
**Employment Categories at the Foundation**

Employees covered by this Agreement include:

- Full-Time Staff Employees – Employees hired for an indefinite period of time and who regularly work at least 40 hours or more per week. Hours worked in part-time positions in different departments or in different classifications in the same department are not added together to create a full-time position.
- Part-Time Staff Employees – Employees hired for an indefinite period of time to work fewer than 40 hours per week for more than six consecutive months. Part-Time Employees working more than 16 hours per week are entitled to credit towards length of service on a pro rata basis (that is, in relation to 40 hours per week).
- Project Contract Employees – Employees hired to work on a single program or project for more than 84 days but for less than 30 months, unless the Foundation, in its discretion, determines that an employee hired for fewer than 84 days should be categorized as a Project Contract Employee (who is covered by this Agreement) instead of a Temporary Employee (who is not covered by this Agreement). A Project Contract Employee who is hired to work 40 hours or more per week on a regular schedule is a “Full-Time Project Contract Employee.” A Project Contract Employee who is hired to work fewer than 40 hours per week on a regular schedule is a “Part-Time Project Contract Employee.” Project Contract Employees are covered by the provisions of this Agreement and will be eligible for the benefits, if any, provided to Staff Employees working equivalent schedules, unless otherwise specified in this Agreement.

If the Foundation requires the continued services of a Project Contract Employee beyond the expiration of his or her contract, the Foundation may extend the contract by providing the Project Contract Employee an extended contract signed by his or her manager.

When the Foundation requires the continued services of a Full-Time Project Contract Employee in the same classification in the same department beyond 60 continuous months, the Foundation will convert that person to a Staff Employee. For purposes of length of service, a converted employee is credited with his or her last preceding contiguous service and the converted employee will not be subjected to a reduction in pay and will not be required to serve a new introductory period. But, Project Contract Employees in the following classifications may be hired for any period of time for a single program or project and are not entitled to Staff status:

Directors  
Associate Producers  
Radio Producers and Senior Radio Producers (except for those who

work on radio programming produced for broadcasting primarily within the Greater Boston Area, including the Cape and Islands)  
Script Coordinators  
Editors  
Production Assistants  
Guest Bookers

Project Contract Employees do not acquire length of service credit for purposes of lay off and rehire.

TV Directors employed by independent entities, incorporated or otherwise, who do not meet the definition of permitted independent contractors may be employed by the Foundation to perform services as Project Contract Employees (who are covered by this Agreement) or Temporary Employees (who are not covered by this Agreement).

Members of the Foundation's workplace community who are not covered by this Agreement include:

- Confidential Employee – See Attachment B.
- Temporary Employee – An employee who is hired to work full- or part-time, on work that is temporary in nature, or for the purpose of filling in for Employees who are out temporarily, such as for vacation or a leave of absence, is a "Temporary Employee." A Temporary Employee may be engaged for up to 84 days and may perform work customarily performed by bargaining unit employees. If a full-time temporary employee subsequently becomes a full-time staff employee in the same position and department, length of service will be measured from the first day of temporary employment in that position with the Foundation.
- Volunteer – The Foundation may use volunteers to perform work customarily performed by bargaining unit employees.
- Intern – An Intern is a student at an accredited institution, or an employee of another PTV station or foreign broadcasting agency (e.g., BBC, RAI), who works at the Foundation. The term "Intern" includes work/study students. Interns may perform work customarily performed by bargaining unit employees.
- Independent Contractor – An individual or company retained on a contractual or fee basis to perform a service or to provide part or all of a product is an Independent Contractor (see The Foundation's Commitment to AEEF/CWA, AEEF/CWA's Work, Section XI.A).

**ATTACHMENT D**  
**Wage Ranges**

<b>Job Title</b>	<b>Minimum</b>	<b>Maximum</b>
Account Executive	\$41,870	\$59,283
Archivist	\$36,362	\$47,646
Assistant Account Executive	\$33,057	\$43,214
Assistant Director	\$37,464	\$50,683
Assistant Director/Editor	\$42,371	\$74,156
Assistant Production Designer	\$26,286	\$37,817
Assistant Scheduler	\$36,362	\$47,646
Associate Designer	\$37,464	\$50,683
Associate Interactive Designer	\$37,464	\$50,683
Associate Producer	\$48,586	\$67,780
Associate Researcher	\$37,464	\$50,683
Broadcast Coordinator	\$31,525	\$46,315
Building Service Technician	\$30,856	\$47,376
Building Supervisor	\$45,132	\$59,155
Caption Coordinator	\$35,572	\$46,625
Caption News Broadcast Coordinator	\$33,002	\$43,262
Caption Technician	\$32,133	\$42,743
Caption Transcriber	\$30,856	\$44,075
Caption Writer	\$29,528	\$39,947
Caption Writer Trainee	\$24,320	\$34,739
Carpenter	\$35,255	\$63,468
Data Entry Clerk	\$28,389	\$45,031
Describer	\$29,528	\$39,947
Design Information Coordinator	\$37,464	\$50,683
Designer	\$45,132	\$59,585
Editor	\$58,269	\$120,000
Fundraising Assistant	\$28,389	\$45,031
Fundraising Projects Coordinator	\$31,411	\$48,239
Gardener	\$35,255	\$63,468
Gust Booker	\$50,683	\$66,535
Information Specialist	\$30,856	\$47,376
Interactive Designer	\$45,132	\$59,585
Interpreter	\$41,870	\$54,888
Mail Clerk	\$26,286	\$37,817
Mail Room Assistant	\$26,286	\$37,817
Marketing Coordinator	\$45,132	\$59,585
Member Development Rep 1	\$25,103	\$41,194
Member Development Rep 2	\$28,103	\$41,506
Post Production Director	\$55,093	\$78,387
Post Production Supervisor	\$46,275	\$63,069
Post Production Supervisor - MAG	\$36,473	\$49,710
Prime Time Editor	\$46,614	\$62,290
Production Assistant	\$37,464	\$50,683
Production Coordinator/AEEF	\$41,870	\$54,888

**ATTACHMENT D**  
**Wage Ranges**

Production Coordinator/AEEF - MAG	\$33,002	\$43,262
Production Secretary	\$33,057	\$43,214
Program Marketing Coordinator	\$41,870	\$59,283
Program Materials Assistant	\$36,362	\$47,646
Program Materials Supervisor	\$48,292	\$62,115
Programming Coordinator	\$41,870	\$59,283
Promotion Assistant	\$33,057	\$43,214
Publications Coordinator	\$41,870	\$54,888
Publicist/(Project Promotion Supervisor)	\$46,275	\$63,069
Radio Associate Producer	\$37,464	\$53,324
Radio Board Operator/Announcer	\$37,464	\$53,324
Radio Producer	\$40,459	\$57,591
Radio Producer/Announcer	\$40,459	\$57,591
Radio Production Assistant	\$34,157	\$47,376
Radio Production Coordinator	\$41,870	\$54,888
Radio Program Guide Coordinator	\$38,561	\$51,390
Radio Reporter/Announcer	\$37,464	\$53,324
Reporter	\$54,917	\$77,800
Research Assistant	\$28,103	\$41,506
Researcher/Secretary	\$46,275	\$63,069
Resource Librarian	\$36,362	\$47,646
Rev & Data Administrator/Data Entry Operator	\$25,729	\$41,194
Scenic Assistant	\$30,856	\$47,376
Scenic Designer	\$42,371	\$74,156
Script Coordinator	\$46,275	\$63,069
Secretary	\$30,856	\$47,376
Secretary/Office Coordinator	\$36,362	\$47,646
Senior Account Executive	\$46,275	\$63,069
Senior Designer	\$46,613	\$74,156
Senior Editor	\$54,917	\$77,800
Senior Interactive Designer	\$46,613	\$74,156
Senior Marketing Coordinator	\$46,275	\$63,069
Senior Program Marketing Coordinator	\$46,275	\$63,069
Sr. Publicist/Sr. Projects Promotions Supervisor	\$51,668	\$74,244
Senior Radio Producer	\$51,338	\$67,924
Senior Researcher	\$46,275	\$63,069
Special Projects Assistant	\$37,464	\$50,683
Sr. Member Dev & Service Rep	\$31,411	\$48,239
Stenocaptioner	\$52,092	\$66,485
Traffic Coordinator	\$36,362	\$47,646
Traffic Supervisor	\$45,132	\$59,155
TV Announcer	\$50,851	\$67,373
TV Director	\$55,093	\$78,387
World Associate Producer/Production Coordinator	\$42,000	\$57,000



**ATTACHMENT D**  
**Wage Ranges**

World Editor/Reporter	\$60,000	\$80,000
World Radio Producer	\$50,000	\$70,000
World Radio Studio Director	\$45,000	\$65,000
World Reporter	\$55,000	\$75,000
World Senior Radio Producer	\$55,000	\$75,000
World Senior Radio Producer/Host	\$65,000	\$85,000
Writer/Editor	\$50,683	\$66,535