

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WGBH EDUCATIONAL FOUNDATION

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1400

EFFECTIVE OCTOBER 23, 2020

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1. The Foundation and Recognition of CWA

WGBH Educational Foundation (the “Foundation”) is a nonprofit multimedia producer. Some of the Foundation’s employees are represented by the Communications Workers of America, Local 1400 (“CWA”). The Foundation recognizes 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 CWA Local 1400 represents.

2. 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 shall occur at the same time as the Foundation’s annual performance review of non-unit and NABET employees, which is currently during the fourth quarter of the fiscal year. 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 (including career advancement 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 their complete performance review (which includes the self-evaluation and manager evaluation) signed by Employee’s manager.

Reviews will become part of an Employee’s personnel record. An Employee is required to sign the review acknowledging that they have seen it, however, they are entitled to add comments, including their disagreement with the review. The Foundation recognizes that there may be instances where an Employee disagrees with their performance review or overall performance rating. An Employee may always raise such concerns with Human Resources or may consult CWA. An Employee or CWA may always pursue such concerns through the dispute resolution process (Section 10). If at any time an Employee would like to review their personnel file, they should contact Human Resources to arrange a time during regular business hours. Upon request, the Foundation will provide CWA the performance ratings given Employees.

3. Scheduling

Supervisors will determine work schedules that meet the needs of the department and that

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<sup>1</sup> Employees who are not represented by 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.

provide an Employee who works a full-time schedule (40 hours in a week) between 30 and 60 minutes of personal time during the day to take a break from work and projects, which shall include a paid meal break of 30 minutes in addition to a 15 minute paid break for every four hours worked each day. Subject to the preceding sentences, the workweek for full-time non-exempt Employees shall normally consist of 40 hours per week. For non-exempt Employees all hours worked after 40 hours in a week shall be paid at time and one half. An Employee may arrange a schedule adjustment tailored to their needs so long as the needs of the department are met and their supervisor agrees. Where the nature of the work requires that it be performed during standard business hours of the workweek (workweek 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 the department or Foundation's needs may require that an Employee's schedule be changed; the supervisor will notify the Employee of the needed change as soon as possible and absent unusual circumstances, at least one week before the schedule change will go into effect. A supervisor's determination with regard to scheduling shall be final.

Full-time bargaining unit Employees as well as bargaining unit Employees who have worked an average of 30 hours or more per week during the prior twelve months shall not have their regular schedule adjusted by the Foundation for the sole purpose of reducing their work hours to assign the work of the affected Employees to non-unit employees. Layoffs shall continue to be solely covered by Section 9, Departure from Employment, and nothing in that provision shall be limited by this section.

4. Volunteering and Internships

Employees are permitted to volunteer for events, unrelated to their normally assigned or performed job duties, that serve to raise funds for the Foundation or are public facing events aimed at furthering the mission of the Foundation. The choice to volunteer is entirely the Employee's own, and no Employee shall suffer any negative impacts for declining to volunteer at such events. No Employee will be directly asked on an individual basis to volunteer more than eight hours per month.

If an Employee decides to volunteer their time, expenses, if any, that have been approved in advance between the Employee and the Volunteer Coordinator or their designee, and incurred by the volunteer shall be reimbursed by the Foundation i.e. parking, admission tickets, etc.

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 displace or reduce the non-overtime hours of employment of any Employee of the bargaining unit.

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

6. 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 they like 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 their job description. This introductory period may be extended upon notice to and agreement with the Union, which shall not be unreasonably denied. GBH shall not arbitrarily pursue extensions of the probationary period for Employees.

During the course of the introductory period, an Employee receives any paid holidays that occur, and vacation and personal/sick days shall accrue but may not be used. 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.

7. Compensation

A. Position Minimums

The minimum rate for each bargaining unit position is per Attachment D. Employees shall be paid at least the minimum for their position, but the Foundation, at its discretion, may pay a higher rate.

B. Fiscal Year-End Discretionary Pools for Wage Increases and Incentive Payments

The Foundation is a non-profit institution which must maintain a balanced budget and is sensitive to revenue fluctuations.<sup>2</sup>

Therefore, at the end of each fiscal year, the Foundation may fund (i) a discretionary increase pool which managers use to reward employee performance with wage increases and (ii) a discretionary incentive pool which managers use to reward employee performance with lump sum payments. During the term of this Agreement, should the Foundation fund the discretionary increase pool, then the parties agree that the Foundation shall provide the same minimum annual percentage increase to all bargaining unit Employees. The Foundation shall not fund a broad-based discretionary incentive pool that is available to a substantial majority of Foundation employees without also providing a wage increase to bargaining unit Employees. The amount of a lump sum payment is dependent upon the employee's performance rating, achievement of competencies and

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<sup>2</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.

performance goals, progress in position, and the amount of money in the incentive pool. Employees will participate in the discretionary incentive pool in the same manner and under the same circumstances as other employees.

The amount of the increase pool and the incentive pool is solely within the Foundation's discretion, as is the decision to fund the pools. Further, Employees who are in their first year of employment with the Foundation are not eligible to participate in the Foundation's discretionary increase pool or in a wage increase, but may participate in the Foundation's discretionary incentive pool.

C. Promotions and Spot Bonuses

In addition to the year-end discretionary pools for wage increases and incentive payments, the Foundation rewards employees through promotions, which often are accompanied by discretionary salary increases. Employees, if promoted, will receive discretionary salary increases in the same manner and in the same circumstances as other employees.

Finally, the Foundation rewards employee performance through discretionary spot bonuses. Employees may receive spot bonuses in the same manner and in the same circumstances as other employees.

The Foundation will inform CWA of any wage increases or incentive payments to bargaining unit Employees quarterly.

D. 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 CWA and discuss the exemption with CWA at CWA's request (such discussion should occur within five business days after the Foundation notifies the Employee and 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; 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.

8. Benefits

A. Except as specifically outlined in this section, Employees represented by CWA share in the same benefits that the Foundation offers to all non-union and NABET employees. All of these plans and policies have their own eligibility requirements and other terms. Specific details about these benefits are available on "InnerTube," the Foundation's intranet. The benefits the

Foundation offers the Employees covered by this Agreement, non-union and NABET employees at this time are listed below:

- Holiday pay for holidays recognized by the Foundation
- Paid vacation
- A group health insurance plan (medical)
- A dental insurance plan
- A retirement plan
- Paid Sick/Personal Days
- Short-term disability insurance
- Bereavement leave, family care leave, jury duty leave, and annual military leave
- Parental Leave and Family Medical Leave, (“FMLA”), Massachusetts Maternity Leave (“MMLA”) and Small Necessities Leave (“SNLA”)
- 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)
- An Educational Assistance Program (Full-Time Staff and Full-Time Project Contract Employees Only)
- Dependent Care Assistance Plan
- Flexible Spending Account Plan
- Subsidized Parking
- Expense Reimbursement and Meal Allowance Policy
- The opportunity to take unpaid leaves of absence
- Vision coverage
- Financial counseling
- Healthcare Navigation
- Stress management

- Fitness
- Ergonomics services
- Pet insurance
- Real estate assistance
- Employee referral bonus program

In the event that the Foundation determines to eliminate or materially change a benefit during the course of this Agreement, the Foundation will notify CWA in advance of the change.<sup>3</sup>

#### B. Health Benefit Premium Contribution Share

Employees covered by this Agreement shall be eligible to participate in the health care, dental, and vision plans offered by the Foundation under the same terms, conditions and provisions that are offered to non-bargaining unit employees, as may be changed from time to time, except as described below.

During the term of this Agreement, for health care, dental, and vision plans offered by the Foundation, Employee contributions to the insurance plan premium for Employees will be no more than 25% of the total premium rate for each coverage tier (i.e. single, family) and plan (i.e., HMO, PPO, etc.), unless the Employee contribution for any particular plan or tier is set, at the time of ratification of this Agreement, at an Employee contribution percentage higher than 25% of the total premium rate. In such instances, the Foundation may continue the cost-share percentages currently in place.

Should the Foundation reduce the Employee contribution percentage below the current Employee contribution percentage for non-bargaining unit employees on a particular plan, bargaining unit Employees shall also be provided the same reduction in contribution percentage of that same plan, on the same terms and conditions as provided to other employees of the Foundation. Such reduction does not preclude the Foundation from increasing the Employee contribution

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<sup>3</sup> 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/personal days. In the event that an Employee is required to take an unpaid leave of absence, the Employee will be entitled to return to their 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 their employment terminated pursuant to Section 9(A) after they have 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.

percentage, subject to paragraph 2 above.

#### C. Sick/Personal Days

The Foundation shall not diminish the allotment of sick/personal days provided under its current policy during the life of this Agreement for bargaining unit Employees. Should the allotment of sick/personal days increase for non-bargaining unit employees, bargaining unit Employees shall also be provided the same increase in sick/personal days, on the same terms and conditions as provided to other employees of the Foundation.

#### D. Vacations

The Foundation shall not diminish the minimum vacation day accrual provided under its current policy during the life of this Agreement for bargaining unit Employees. Should the allotment of vacation days increase for non-bargaining unit employees, bargaining unit Employees shall also be provided the same increase in vacation days, on the same terms and conditions as provided to other employees of the Foundation.

#### E. Holidays

During the term of this Agreement, the Foundation shall provide bargaining unit Employees with at least eleven (11) Foundation designated holidays, which may change from year to year at the Foundation's discretion with the exception of New Years Day, Independence Day, Thanksgiving Day and Christmas which shall always be considered holidays (or the federally recognized day if the holiday falls on a weekend). Each bargaining unit Employee will also be eligible for two (2) floating holidays per year, which shall not be carried over from calendar year to calendar year. Part-time Employees must be regularly scheduled to work sixteen (16) or more hours to be eligible for holidays.

The Foundation has the right to require Employees to work on a holiday for business or operational reasons. Non-exempt Employees who work on an observed holiday are entitled to their standard hours worked in addition to pay for the holiday (a total of double time). Exempt Employees who work on an observed holiday shall be given an alternative day off during the workweek which shall be mutually agreed upon between the manager and the Employee. If a mutually agreed upon date cannot be reached, the Employee and the manager must mutually agree upon a date for the alternative day that is within 30 days of the holiday. If a mutually agreed upon date cannot be reached, then the Employee may designate a day off in the 30 days following the initial 30-day period, by providing seven days' notice to management before taking the alternative day.

When a holiday falls on a day which an Employee is not scheduled, the Employee will be offered another day off during the workweek, which shall be mutually agreed upon between the manager and the Employee. If a mutually agreed upon date cannot be reached, the Employee and the manager must mutually agree upon a date for the alternative day that is within 30 days of the holiday. If a mutually agreed upon date cannot be reached, then the Employee may designate a day off in the 30 days following the initial 30-day period, by providing seven days' notice to management before taking the alternative day.

Holiday schedules will be provided to Employees no later than November 30 of the preceding year.

F. 403(b)

The Foundation shall not reduce or diminish the formula for calculating its contributions to bargaining unit Employee's 403(b) accounts during the term of this Agreement. Should the Foundation increase its formula for calculating its contributions for non-bargaining unit employees, bargaining unit Employees shall also be provided the same increase, on the same terms and conditions as provided to other employees of the Foundation.

G. Domestic Violence Leave

Employees with documented domestic violence problems shall be given thirty (30) days, of which ten (10) are paid, for counseling, relocation, legal assistance, court appearances etc.

9. Departure from Employment

A. Reduction in Force (Layoffs)

Sometimes the Foundation might have to reduce staff, because of a budget shortfall; loss or curtailment of a project; lack of work; economic reasons, such as loss or erosion of funding or contributions; change in work needed, including changes as a result of contracting out; to maintain efficient operations; to consolidate work or jobs or for other similar economic reasons, except as otherwise provided for in this Agreement. In the event the Foundation determines to lay off Employees for any of these reasons:

1. The Foundation will give preference to the retention of Full-time Staff Employees and to Part-time Staff Employees regularly scheduled to work 30 or more hours per week. This is subject to such exceptions as are necessary to permit completion of outstanding projects and assignments (where the employee's work on the project or assignment may be completed within 12 months), 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 date of hire as a Full-time or 30-hour Part-time Employee, with no more than a 12 month break in service);
- Performance reflected in performance reviews and other records like performance improvement plans, warnings, or written correspondence or emails (if, at the time of layoff, a review for an Employee has not taken place within the past twelve 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 shall provide notice to CWA and will then 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).

As an alternative to a layoff, the Foundation, in the exercise of its business judgment, may, after notification to 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 their schedule is reduced on a go forward basis.

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 CWA and then 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 twelve months prior to the posting of the new position;
2. The new position must be the same or a substantially similar job classification that the Staff Employee had in the same or a substantially similar department prior to their 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
4. The Staff Employee has submitted a timely filed application for the posted 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.

Employees on layoff can find available jobs on the Foundation's web site. The Foundation will also enable push notifications so that Employees or a representative of CWA Local 1400 can choose to receive alerts of available job openings. Employees or CWA Local 1400 representative must sign up to receive the push notifications.

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, a laid off Staff Employee will no longer have priority for an open position that they have applied for:

- If a Staff Employee has accepted a permanent position outside of the bargaining unit;
- If a Staff Employee is on layoff status for more than twelve months; or
- If a Staff Employee has an opportunity to accept a new position at the Foundation but doesn't notify the Foundation of their 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 they may decline it without prejudice.

C. Severance Formula

In the event of layoff pursuant to Section 9.A of this Agreement or termination pursuant to Section 9.E of this Agreement, severance shall be paid to all Employees terminated as part of the layoff or termination as follows:

- a. Employees shall receive two (2) weeks' gross regular pay (i.e. scheduled hours at time of layoff) for each completed full year of continuous service up to a maximum of 24 weeks of gross regular pay.
- b. As a condition of receiving the above severance pay, an Employee must execute and not revoke a general release of claims in a form to be provided by the Foundation.
- c. 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.

D. Involuntary Termination

There may come a time during an Employee's employment that the Foundation finds that the Employee's performance of their 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 be made aware of the expectations of the Foundation prior to their termination, progressive discipline is recognized as generally in the Foundation's, 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, threats 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 10), 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.

#### E. Artistic Discretion

Reporters, News Anchorpersons, Correspondents, TV Directors, TV Announcers, Radio Producer/Announcers, Radio Board Operator/Announcers, Radio Reporter/Announcers, Content Producers, Local, World Editor/Reporters, World Radio Studio Directors, World Reporters, and World Senior Radio Producer/Hosts may be separated from employment without cause, due to the Foundation's subjective standards for editorial content, creative content, editorial quality, creative quality, editorial judgment, creative judgment, editorial output, creative output, failure to take direction as to editorial or creative matters, professional journalistic ethics as outlined in the Foundation's Code of Ethics/Conduct policy, or any other reason related to creative output, provided that they are given a minimum of four weeks written notice (or pay in lieu thereof) and severance pay owed pursuant to Section (C) of this Article. If the Foundation terminates an Employee under this section, such decision shall not be reviewable under the grievance and arbitration procedure, other than to establish that the decision was made for one of these creative or editorial based reasons. If that is the case, the arbitrator may under no circumstance substitute their judgment for the editorial or creative judgment of the Foundation and must uphold the discharge or other disciplinary action.

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 the same or a similar position and rate of pay, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position. Also, a Staff Employee who is separated from employment pursuant to this provision will be eligible for rehire into positions within the same department in which they worked at the time of separation in accordance with Section 9.B(1), (3) and (4).

#### 10. Dispute Resolution

From time to time, differences may arise between the Parties 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 a CWA representative involved in those discussions, a representative is welcome to participate. In such a case, the CWA representative shall make the request for the meeting, if applicable, and such meeting will be held within fourteen (14) days, unless the departmental manager agrees to delay the discussion.

If the issue isn't resolved after those discussions, CWA will discuss the issue directly with the designated Human Resources representative. Such discussion must take place within thirty (30) business days after the facts giving rise to the dispute, or within thirty (30) 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 designated Human Resources representative agrees to delay the discussion.

After the meeting between the CWA representative and the designated Human Resources representative, if a resolution still has not been reached, CWA may file a grievance. In order for a grievance to be properly handled, it needs to be in writing, and signed by 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 designated Human Resources representative within fifteen (15) business days after the aforementioned meeting. WGBH will provide 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) days of WGBH's written response.

If CWA declines to file for arbitration, but the aggrieved Employee has chosen to appeal such a decision, then CWA must inform the Foundation that the Employee has chosen to appeal the decision, but no later than sixty (60) days following WGBH's written response to the grievance, which shall then extend the time to file for arbitration to ten (10) days following the next CWA national convention. If at any point the Employee has chosen to drop its appeal, CWA shall immediately notify the Foundation. Notwithstanding the foregoing, in no case may CWA file for arbitration after one (1) year following WGBH's written response to the grievance.

The Foundation and CWA will mutually select an arbitrator pursuant to the labor arbitration rules of the AAA. Arbitrations will be held in Boston, Massachusetts and the cost of the arbitration procedure shall be borne equally by 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 assert its grievance by following the grievance and arbitration process as outlined above.

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 CWA and the designated Human Resources representative.

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

#### 11. Foundation Rights

Although this Agreement contains specific provisions about the relationship between 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, except as otherwise specifically limited by this Agreement: 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 businesses that existed as of March 15, 2011 and shall not apply to any newly acquired or newly created operation or business. Any claim that a newly acquired or newly created operation or business is covered by Article I of 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.

In addition, except as otherwise specifically limited by this Agreement, 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.

When the Foundation introduces new equipment and technologies, it shall provide training to bargaining unit Employees who will be expected to utilize the new equipment and/or technology.

## 12. Mutual Commitments

During the term of this Agreement, CWA, nor any Employee will cause, sanction, threaten, or take part in any strike, 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 CWA or any Employee violates this pledge, then the company will immediately notify an officer of CWA Local 1400 to advise of the behavior alleged and allow the Local an attempt to halt the behavior. In addition to any other remedies, including the discipline up to and including 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.

## 13. Labor-Management Committee

Even though the Foundation and 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 CWA have set up a Labor-Management Committee (hereinafter "LMC") to address issues of workplace concern. The LMC will be made

up of up to five (5) representatives from CWA, and up to five (5) representatives of the Foundation with knowledge of the subjects being discussed. At least one of the Foundation representatives will be in a title of director or higher. 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.

#### 14. The Foundation's Commitment to CWA

##### A. Scope of Work

The work that is covered by this Agreement is the work that has been regularly and customarily done by Employees in the 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, web design, and web editorial work; work on or related to mobile/wi-fi architecture and apps; and work with respect to the Foundation's technological infrastructure and systems (like that done by IT). However, the Foundation can choose to assign CWA Employees to do work not covered by this Agreement, and to the extent there are CWA Employees presently doing such work, the Foundation will not look to reclassify them solely because of this provision. 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.

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." Employees not covered by this Agreement, including supervisors and managers, may do work covered by this Agreement. Bargaining unit Employees may also be assigned to do the work of another employee, whether in or out of the unit. Notwithstanding the foregoing, non-bargaining unit employees, including supervisors, shall not spend a majority of their time, doing the work of a bargaining unit employee. Bargaining unit Employees shall not spend a majority of time on a permanent basis doing the work of a non-bargaining unit employee.

The work covered by this Agreement will not change because a bargaining unit Employee does work not covered by this Agreement, or non-unit employees perform work covered by this Agreement. 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. Any claim by CWA that the performance of work not covered by this Agreement by bargaining unit Employees, or the assignment of work outside CWA's jurisdiction to bargaining unit Employees, 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.

##### B. Contracting

There shall be no subcontracting to third party companies, vendors, or independent contractors, of bargaining unit work (as defined in Scope of Work) that bargaining unit Employees are engaged in at the time of ratification of this Agreement during the life of the Agreement, and for the sole purposes of avoiding the terms of this Agreement, that results in the direct layoff of full-time bargaining unit Employees or those bargaining unit Employees who have worked an average of 30 hours or more per week over the prior twelve month period, nor shall such subcontracting directly result in the reduction of full-time bargaining unit Employees to part-time bargaining unit Employees. It is understood that this provision does not apply to circumstances where the subcontractor does not use its or anyone else's employees to perform the subcontracted work.

#### C. Joining 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 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), 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 CWA that the Employee has not paid dues and initiation fees uniformly required and the Employee has been given the legally required notices from CWA to make such payments. This Article shall not survive or continue after the expiration of this Agreement and the Foundation's obligations pursuant to this Article shall terminate and be of no further force or effect after the expiration date of the Agreement.

#### D. CWA Dues (Voluntary Check-off)

The Foundation also deducts each pay period the current monthly dues from the wages of each Employee on payroll who has individually authorized the Foundation to do so in writing. This authorization is voluntary.

Payroll deductions shall be suspended when an Employee (1) is transferred to a job that is not represented by CWA (2) is on leave of absence for which the Employee is not on the Foundation's payroll, such as long-term disability, or (3) is otherwise not on the payroll of the Foundation. Suspended payroll deductions shall be reactivated following the return of an Employee to a job that is represented by the Union,

When authorized, the Foundation will send the deducted amounts each month to CWA via wire transfer, along with a list, in electronic form, of the names of Employees with respect to whom the deductions were made.

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 CWA. The Foundation will promptly notify CWA of any claim for refund and CWA will then bear all responsibility for defending the claim and pay all costs and expenses in connection with

defending the claim. The Foundation will cooperate in the defense of the claim.

This Article shall not survive or continue after the expiration of this Agreement and the Foundation's obligations pursuant to this Article shall terminate and be of no further force or effect after the expiration date of the Agreement.

E. Site Visits by CWA

The CWA Business Agent may visit the Foundation's property in order to speak with 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 CWA representatives (1) will notify the Director of Employee Relations, or their designee, in advance of their arrival at the facility, (2) will only enter the facility accompanied by the steward or Employee with whom they are 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 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.

F. Bulletin Board Space

The Foundation will provide 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.

15. 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 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 CWA don't agree on a mutually satisfactory replacement, either the Foundation or 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 February 1, 2017 unless stated in this Agreement.

16. Promotions and Transfers

When a job opening occurs in any of the job classifications covered by this Agreement, the Foundation shall give due consideration to seniority, when in the Foundation's discretion all qualifications, skill and abilities of the individuals being considered are determined to be equal.

The Foundation shall post electronic notices of all bargaining unit vacancies for which it is seeking applicants. Such notices will remain posted for a minimum of seven (7) calendar days. The notice shall contain the job title and the minimum job qualifications required for the position.

17. Notices to the Union

The Foundation shall provide to CWA in writing, a monthly list containing the names of (i) any newly hired bargaining unit Employee; (ii) rehire, recall or reinstatement of any bargaining unit Employee; (iii) the separation or demotion of any bargaining unit Employee and (iv) any permanent reclassification (e.g., from temporary to part-time status), or temporary reassignment expected to last longer than three (3) days, promotion of any bargaining unit Employee, or transfers of bargaining unit Employees into or out of the bargaining unit. Such notifications shall include the effective date of such change and any resulting change in title or salary.

The Foundation shall provide the Union within a timely manner any formal written disciplinary action (e.g. written warnings, PIPs) taken against a bargaining unit Employee.

18. Copies of the CBA

The Foundation will make available a copy of the collective bargaining agreement on the Foundation's intranet (InnerTube) within 60 days of the signing of the Agreement.

The Foundation will allow Employees to view and to print a hard copy of the collective bargaining agreement using company equipment.

The Foundation will provide an electronic version of the collective bargaining agreement to CWA.

19. Duration

In order to provide stability in the relationship between the Foundation and CWA, this Agreement shall become effective on ratification and shall last three (3) years from the date thereof.

IN WITNESS WHEREOF, CWA and the Foundation have executed this Agreement as of the 4/1/2021 day of 4/1/2021.

Communications Workers of America, Local 1400

DocuSigned by:  
By: Don Finatzi  
73EF46980B0945A...  
President CWA Local 1400

DocuSigned by:  
By: Jonya Hodges, CWA Dist-1 Staff Representative  
EB3B86BB43B54A6...  
CWA District 1 Staff Representative

WGBH Educational Foundation

DocuSigned by:  
By: Ann Dexter, Vice President, Human Resources  
4F6992CA587A404...  
Vice President, Human Resources

## ATTACHMENT A

### Employee Titles Covered By This Agreement

Account Executive	Coordinator of Radio/On Air Support
Administrative Assistant	Coordinator of Support Services
AMS Development Lead	Costume Designer
AMS Systems Lead	Creative Strategist/Editor
Archivist	Daily Exchange Feed Coordinator
Arthur Associate Producer	Dance Coordinator
Assistant Account Executive	Data Entry Clerk
Assistant Costume Designer	Data Entry Coordinator
Assistant Designer	Data Entry Operator
Assistant Director	Day of Air Coordinator
Assistant Director/Editor	Day of Air Coordinator/Secretary
Assistant Editor	Day of Air Supervisor
Assistant Gardener	Describer
Assistant Photo Librarian	Design Coordinator
Assistant Production Designer	Design Information Coordinator
Assistant Scheduler	Designer
Assistant Unit Manager	Distribution Assistant
Associate Designer	Distribution Coordinator
Associate Interactive Designer	Dorchester Reporter
Associate Producer	Editor
Associate Producer (Events)	Event Coordinator
Associate Researcher	Executive Assistant-Auction
Associate Steno Captioner	Executive Producer Morning Pro Musica
Auction Assistant	Film Equipment Technician
Auction and Volunteer Coordinator	Fund Raising Assistant
Audience Services	Fund Raising Projects Coordinator
Assistant Bilingual Caption Writer	Fund Raising Project Coordinator-On Air
Assistant Content Producer, Local	Fund Raising Systems
Billing Supervisor	Guest Booker
Broadcast Coordinator	Supervisor Gardener
Broadcast Scheduling Assistant	Information Specialist
Building Service Technician	Interactive Designer Interpreter
Building Supervisor	Investigations Reporter
Building Supervisor Electrician	Lab Expeditor
Caption Coordinator	Language Specialist Log Typist
Caption News Broadcast Coordinator	Mailroom Assistant Mail Clerk
Caption Technician	Maintenance Person Marketing Coordinator
Caption Transcriber	Marketing Coordinator
Caption Writer	Marketing/PR Copywriter
Carpenter	Membership Development Representative 1
Clerk/Typist	Membership Development Representative 2
Content Producer, Local	Member Outreach Representative 1
Coordinator of Audience Services	Member Outreach Representative 2
Coordinator of Listener Support	Motion Designer/Editor

News Anchorperson (On-air functions only)	Reporter
Night Time News Anchor/Reporter	Research Assistant
Nightside General Assignment Radio Reporter	Researcher/Secretary
NOOZ Editor	Resource Librarian
On-Air Breaks Assistant	Revenue and Data Administrator/Data Entry Operator
On-Air Breaks Coordinator	Scenic Assistant
Online Editor	Scenic Designer
Operations Assistant	Scenic Supervisor
Phone Campaign Assistant	Script Coordinator
Phone Out Assistant	Secretary
Phone Out Caller	Secretary/Office Coordinator
Phone Out Control Assistant	Senior Account Executive
Phone Out Researcher	Senior Caption Technician
Photo Lab Technician	Senior Caption News Broadcast Coordinator
Photo Librarian	Senior Designer
Post Production Assistant	Senior Editor
Post Production Director	Senior Interactive Designer
Post Production Supervisor	Senior Marketing Coordinator
Post Production Supervisor/MAG	Senior Membership Development Rep
Prime Time Editor	Senior Online Editor
Production Assistant	Senior Program Marketing Coordinator
Production Coordinator	Senior Programming Coordinator
Production Secretary	Senior Project Promotion Supervisor
Program Marketing Coordinator	Senior Promotion Writer
Program Materials Assistant	Senior Publicist
Program Materials Supervisor	Senior Radio Producer
Programming Coordinator	Senior Radio Producer of News
Project Communications and Marketing Coordinator	Senior Researcher
Project Promotion Supervisor	Senior Revenue and Data Administrator/Data Entry Operator
Promotion Assistant	Shipping Supervisor
Promotion Production Supervisor	Special Projects Assistant
Proposal Writer	Steno Captioner
Publications Coordinator	Switchboard Operator
Publicist	Switchboard Operator/Receptionist
Radio Associate Producer	Talent Coordinator
Radio Board Operator/Announcer	Tape Duplicator Operator
Radio Broadcast Program Coordinator	Teletext Operator/Caption
Radio Marketing Assistant	Traffic Assistant
Radio Producer	Traffic Coordinator
Radio Producer/Announcer	Traffic Supervisor
Radio Reporter	Transcriber
Radio Reporter/Announcer	Transmission and Tape Schedules Coordinator
Radio Production Assistant	TV Announcer
Radio Production Coordinator	TV Director
Radio Program Guide Coordinator	TV Schedule Supervisor
Radio Traffic Coordinator	

TV Workshop Coordinator  
Typographer I  
Typographer II  
Videotext Editor I  
Videotext Editor II  
World Editor/Reporter  
World Producer Radio  
World Reporter  
World Senior Radio Producer  
World Studio Director  
Writer  
Writer/Editor

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

Certain employees at the WCAI/WNAN radio station who perform work customarily performed by 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 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 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. 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 I	Frontline
Administrative Assistant I	Fundraising
Administrative Assistant I	Major Gifts
Administrative Assistant I	Major Gifts
Administrative Assistant I	Online
Administrative Assistant I	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>Title</b>	<b>Department</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	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 their contract, the Foundation may extend the contract by providing the Project Contract Employee an extended contract signed by their manager.

When the Foundation requires the continued services of a Full-Time Project Contract Employee in the same classification in the same department beyond 36 continuous months, the Foundation will convert that person to a Staff Employee. For purposes of length of service, a converted employee is credited with their 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.

Project Contract Employees do not acquire length of service credit for purposes of layoff 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 CWA, CWA's Work, Section 14.A).

## ATTACHMENT D Old and New Minimums

Job Title	Minimum	New Minimums
Account Executive	\$36,363	\$41,090
Archivist	\$36,362	\$41,089
Assistant Account Executive	\$33,057	\$37,354
Assistant Content Producer, Local	\$28,000	\$31,640
Assistant Director	\$37,464	\$42,334
Assistant Director/Editor	\$42,371	\$47,879
Assistant Editor	\$28,000	\$31,640
Assistant Production Designer	\$26,286	\$29,703
Assistant Scheduler	\$36,362	\$41,089
Associate Designer	\$37,464	\$42,334
Associate Interactive Designer	\$37,464	\$42,334
Associate Producer	\$33,880	\$38,284
Associate Researcher	\$37,464	\$42,334
Broadcast Coordinator	\$31,525	\$35,623
Building Service Technician	\$30,856	\$34,867
Building Supervisor	\$45,132	\$50,999
Caption Coordinator	\$35,572	\$40,196
Caption News Broadcast Coordinator	\$33,002	\$37,292
Caption Technician	\$32,133	\$36,310
Caption Transcriber	\$30,856	\$34,867
Caption Writer	\$29,528	\$33,367
Carpenter	\$24,320	\$27,482
Content Producer, Local	\$33,880	\$38,284
Data Entry Clerk	\$28,389	\$32,080
Describer	\$29,528	\$33,367
Design Information Coordinator	\$37,464	\$42,334
Designer	\$41,210	\$46,567
Editor	\$45,000	\$50,850
Fundraising Assistant	\$28,389	\$32,080
Fundraising Projects Coordinator	\$31,411	\$35,494
Gardener	\$35,255	\$39,838
Guest Booker	\$50,683	\$57,272
Information Specialist	\$30,856	\$34,867
Interactive Designer	\$45,132	\$50,999
Interpreter	\$41,870	\$47,313
Mail Clerk	\$26,286	\$29,703
Mail Room Assistant	\$26,286	\$29,703
Marketing Coordinator	\$31,097	\$35,140
Member Development Rep 1	\$25,103	\$28,366
Member Development Rep 2	\$28,103	\$31,756
Post Production Director	\$50,903	\$57,520
Post Production Supervisor	\$46,275	\$52,291
Post Production Supervisor - MAG	\$36,473	\$41,214
Prime Time Editor	\$46,614	\$52,674
Production Assistant	\$28,000	\$31,640
Production Coordinator	\$30,800	\$34,804
Production Coordinator/ MAG	\$33,002	\$37,292

Production Secretary	\$25,455	\$28,764
Program Marketing Coordinator	\$37,683	\$42,582
Program Materials Assistant	\$36,362	\$41,089

Program Materials Supervisor	\$48,292	\$54,570
Programming Coordinator	\$41,870	\$47,313
Production		
Promotion Assistant	\$33,057	\$37,354
Publications Coordinator	\$41,870	\$47,313
Publicist/(Project Promotion Supervisor)	\$46,275	\$52,291
Radio Associate Producer	\$37,464	\$42,334
Radio Board Operator/Announcer	\$37,464	\$42,334
Radio Producer	\$40,459	\$45,719
Radio Producer/Announcer	\$40,459	\$45,719
Radio Production Assistant	\$34,157	\$38,597
Radio Production Coordinator	\$41,870	\$47,313
Radio Program Guide Coordinator	\$38,561	\$43,574
Radio Reporter/Announcer	\$37,464	\$42,334
Reporter	\$54,917	\$62,056
Research Assistant	\$28,103	\$31,756
Researcher/Secretary	\$46,275	\$52,291
Resource Librarian	\$36,362	\$41,089
Rev & Data Administrator/Data Entry Operator	\$25,729	\$29,074
Scenic Assistant	\$30,856	\$34,867
Scenic Designer	\$42,371	\$47,879
Script Coordinator	\$46,275	\$52,291
Secretary	\$30,856	\$34,867
Secretary/Office Coordinator	\$33,942	\$38,354
Senior Account Executive	\$39,999	\$45,199
Senior Designer	\$45,331	\$51,224
Senior Editor	\$54,917	\$62,056
Senior Interactive Designer	\$46,613	\$52,673
Senior Marketing Coordinator	\$34,207	\$38,654
Senior Program Marketing Coordinator	\$46,275	\$52,291
Sr. Publicist/Sr. Projects Promotions Supervisor	\$51,668	\$58,385
Senior Radio Producer	\$51,338	\$58,012
Senior Researcher	\$46,275	\$52,291
Special Projects Assistant	\$31,411	\$35,494
Sr. Member Dev & Service Rep	\$31,411	\$35,494
Stenocaptioner	\$52,092	\$58,864
Traffic Coordinator	\$36,362	\$41,089
Traffic Supervisor	\$39,999	\$45,199
TV Announcer	\$50,851	\$57,462
TV Director	\$55,093	\$62,255
World Associate Producer/Production Coordinator	\$42,000	\$47,460
World Editor/Reporter	\$60,000	\$67,800
World Radio Producer	\$50,000	\$56,500
World Radio Studio Director	\$45,000	\$50,850

World Reporter	\$55,000	\$62,150
World Senior Radio Producer	\$55,000	\$62,150
World Senior Radio Producer/Host	\$65,000	\$73,450
Writer/Editor	\$50,683	\$57,272

**SIDE LETTER # 1**

October 9, 2020

Mr. Don Trementozzi  
CWA Local 1400  
155 West Road  
Portsmouth, NH 03801

Re: Hourly Employees

This letter will confirm that WGBH (the “Foundation”) and Local 1400 of the Communication Workers of America (“Local 1400”) have agreed to convert the following Employees to hourly employees:

- Carol Hills
- Lynn Mason
- Phillip Martin
- Stephen Snyder
- James Auclair
- Cathy Fuller
- Dan Tritle
- Alan McLellan
- Amy Vince
- Don Goonan
- April Peavey
- Joyce Hackel
- Edgar Herwick
- Brian Beenders
- Laura Carlo
- Adam Reilly
- Andrew Hicks
- Bob Seay
- Laura Garvey
- Marilyn Schairer
- Lauren McGuinness
- Hannah Auerbach
- Shirin Jaafari
- Amanda McGowan
- Rupa Shenoy
- Craig LeMoult
- Kathryn Eident
- Marc Sollinger
- Chris Voss

- Isaiah Thompson
- Kelly Moloney
- Henry Santoro
- Victoria Bedford
- Mike Deehan
- Matt Baskin
- Karen Marshall
- Jason Turesky
- Gabrielle Emanuel
- Amanda Beland
- Sarah Birnbaum
- Mark Herz
- Carrie Saldo
- Peter Norton
- Mary Blake
- Saraya Wintersmith
- Daniel Ofman
- Marcia Robiou
- Anna Kusmer
- Christopher Burrell
- Elana Gordon
- Bianca Hillier
- Liz Neisloss
- John Basile
- Jennette Barnes
- Daisy Contreras
- Megan Woolhouse
- Luke Green

It is agreed that upon ratification of this Agreement these Employees shall be paid time and one half of their regular hourly rate after working 40 hours during the workweek.

Such named Employees shall remain hourly so long as there is no more than a one (1) year gap in employment from the Foundation.

If the foregoing correctly sets forth the agreement of the parties, please indicate your acceptance in the signature space provided below.

CWA Local 1400

WGBH Educational Foundation

By: \_\_\_\_\_  
Don Trementozzi

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_