

NPR Unresolved Grievances

Griev. No.	Title	Synopsis	Status
NPR 08-01	Non-NABET Operating Technical Facility	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when the company allowed a non-NABET employee to operate a technical facility on June 12, 2008. On behalf of the Broadcast Recording Engineers, the Union is demanding a make whole remedy, including compensation to NABET-CWA Local 31 for all salary lost, and further, that the Company cease and desist in allowing non-NABET personnel to operate the facilities formerly known as Control Room 4D and Control Room 4E.	Filed 6-23-08
NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 06-02	Non-NABET Operating Routing Switchers on Capitol Hill	The Company has violated Article 5, and all other pertinent provisions of the NABET-CWA/NPR Agreement by allowing non-technical staff to operate routing switchers in non-technical facilities on Capitol Hill, installed during the first week of January, 2006. On behalf of the Broadcast Recording Technicians, NABET-CWA seeks a make-whole remedy, including the immediate removal of the switchers and compensation for all lost wages.	Filed 2/17/06 Disc 2/23/06- moved to Step 2 on 3/8/06 & 6/7/06 All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06
NPR 06-01 Resolved	Hassett Termination	The Company violated Article 6A and all other pertinent provisions of the NABET-CWA/NPR Agreement when Walter Hassett was terminated without cause after his probationary period had expired and without a mid-probationary review. The Union demands that this employee be reinstated to his position and made whole for all losses incurred by this violation.	Filed 1-5-06;Disc 2/23/06- moved to Step 2 ; Info requested rec'vd 2/28/06; settlement lang sent 6/7/06; signed 7/6/06

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NPR 05-19 Resolved	Employee Discipline	The Company violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it suspended Jana Drewery for one day not for just cause. The Union demands that Ms. Drewery be made whole for all loss as a result of this disciplinary action by the Company.	Filed 12-7-05; on hold Step 1 - member not at meeting; 3/8/06 Member attended-Jt Hld; settlement lang sent 6/7/06; signed 7/6/06
NPR 05-18 NLRB# 5-CA 32946	Employee Termination	The Company violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when Susan Klein was terminated on Monday, November 21, 2005 not for just cause. The Union demands that Ms. Klein be reinstated in her position and made whole for all losses as a result of this action by the Company.	Filed 11/28/05;Disc 2/23/06- sent to NLRB; moved to step 2 on 6/7/06. NLRB dismissed.
NPR 05-17 Resolved	Employee Termination	The Company violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when Tom Carpenter was terminated on Friday, October 21, 2005 not for just cause. The Union demands that Mr. Carpenter be made whole for all losses incurred by the Company's actions, that he be reinstated with full benefits, back pay and seniority.	Filed 11-1-05, parties met 11-3-05, resolution received (unsigned) 11-14-05. 3/8/06 allowed 60 hrs of annual leave; Finalized 2/23/06

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NPR 05-16	Non-Technical Staff Performed Digital Audio Workstation Mix	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Master Agreement when the Company allowed a member of the non-technical staff to perform a digital audio workstation mix of more than three sources. This was done without providing a Technical Director an opportunity to subject the mix to the quality control process. The Union is demanding a make whole remedy, including a formal reprimand for the staff member who performed the mix, as well as his production supervisor, and monetary compensation for all lost economic opportunities.	Filed 9-9-05 Disc 2/23/06- moved to Step 2; moved to step 2 6/7/06. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06
NPR 05-15	Supervisor Doing BRT Work	The Union grieves the Company's violation of Articles 1, 5, 7, 9, 11, past practice and all other pertinent provisions of the NABET-CWA/NPR Master Agreement when AM Supervisor Kevin Langley operated the BTS switcher to route ISDNs and backfeeds for 2ways. This has been done on more than one occasion and when asked, Mr. Langley replied that Rich Rarey has also been doing this. The Union demands a cease and desist of this practice by managers. We also ask for a make-whole reimbursement of pay equal to 8 hours per day at the TD rate, beginning with the first day this new supervisor's position existed and until proof of such behavior ending has been received by the Union.	Filed 8-19-05 Disc 2/23/06- moved to Step 2; moved to step 3 6/7/06. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 05-14	Offering Overtime to "Daily Hires" Before Full-Time Employees	The Company has violated Articles 11 and 12B.3 of the NABET-CWA/NPR Collective Bargaining Agreement as well as past practice, when Russ Lehman constructed the "Assigning BRT Overtime Flow Chart" and placed the "Daily Hire" as first in line to be asked to work an overtime assignment. This is in direct conflict with contractual language, and "Daily Hires" do not exist in the NPR contract. The Union demands a make whole remedy for all assignments so made to "temps" before offering overtime work to full-time employees. The Union seeks a minimum of one week's salary of a top scale BRT.	Filed 7/22/05; Disc 2/23/06- moved to Step 2; 3/8/06 -Nabet examining material provided by Co. For proper compliance; moved to step 3 6/7/06. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 05-13 AAA 16-300-00034-06-w/d 5/26/06 NLRB# 5-CA 32609	Assigning Bargaining Unit Work to Management Supervisors	The Company has violated Articles 2, 5, 6, 8, 9, 11 and 13 of the NABET-CWA/NPR Collective Bargaining Agreement as well as past practice when the it committed not to back fill the loss of jobs caused by the shifting of work from bargaining unit TDs to management supervisors as posted in July 2005. With the newly created Management positions, the Company has caused a failure to assign a drive TD or Training TD as defined by the contract. In remedy, the Union demands the Company cease and desist the new practice of management conducting TD responsibilities and all NABET-CWA employees who have been displaced should be returned to their work assignments.	Filed 7/22/05; ULP filed in conjunction with this grievance. Disc 10/3/05-no resolution, moved to Step 3; 11/10/05 mtg held-no resolution; NLRB held in abeyance for arbit; Arbit set for 6/1 & 6/2/06 before Joshua Javits; new dates: 6/19 & 20; 7/12 & 13; 7/26 & 27. New contract - 5/25/06 - w/d from AAA.

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NPR 05-12 Resolved	Manager Assigning NABET-CWA Jurisdictional Work to AFTRA Personnel	<p>The Company has violated Articles 2, 5, 8, and 11 of the NABET-CWA/NPR Collective Bargaining Agreement as well as past practice when Russ Lehman unilaterally encouraged assignment of NABET-CWA work to AFTRA personnel. This work was transferred outside of the NABET-CWA bargaining unit when Mr. Lehman decided that the credentialed NABET-CWA employee (Brian Jarboe) should be removed from his pre-agreed assignment and hence two AFTRA employees were given technical equipment, inclusive of cabling, and sent to the Space Shuttle launch.</p> <p>Mr. Lehman through his actions and his verbal challenge to Michael Cullen, chose to purposefully and with malice, challenge the contract. It is the Union's hope that Mr. Lehman's challenge does not constitute discrimination against NABET-CWA, as certainly the Company has chosen to condone the continuing misconduct of this manager, and the Union hence insists that our members are protected from his transgressions. In remedy, the Union demands salary and all money to make whole the Union for all work done on this job, inclusive, but not limited to, all overtime, benefits, plane fare, credential costs, per diem, hotel and car accommodations.</p>	Filed 7/22/05; disc 2/23/06 no member representation sent to Step 2; disc 3/8/06 - NABET to amend grievance & Co considering their position w/new info; resolved 5/16/06 - company to pay \$274 (8 hrs top scale-BRT) to Sick Member Fund, Co signed settlement 6/14/06. Money received 8-11-06

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NPR 05-11 AAA 16-300-00673-05	Removed Access to Software Controls from Ees	The Company is in violation of Article 5, Sideletter 1, Article 11 and all other pertinent provisions of the NPR/NABET-CWA Contract when, on or about May 8, 2005, it removed the ability of Electronic Engineers to adjust play and record levels without intervention by non-technical staff. The Union demands a make-whole remedy, including access to those software controls that are necessary to accomplish the EE's responsibilities. The Union further demands that the Company remit to the NABET Legal Expense Fund an amount equal to that which was paid to the non-technical staff.	Filed 6-6-05; 7/18/05 moved to Step 3 - 10/3/05 Co agreed to give passwords to Elec. Eng's - resolved, co retracted, referred to AAA 10/21/05; 2/28/06 appointment list sent to P.Olson; 4-13-06 awaiting language resolved 4-12-06

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NPR 05-10 Resolved	Failure to Provide Training on Dalet 5.1 to BRTs and EEs	The Company is in violation of Article 11 and all other pertinent provisions of the NPR/NABET-CWA Contract when it failed to provide baseline training on the Dalet 5.1 digital recording system before deploying it on May 6, 2005. Production personnel received training before the deployment, but the Broadcast Recording Technicians and the Electronic Engineers did not. The Union demands a make-whole remedy for all monetary losses arising from this violation; the elimination of any discipline that occurs because of lack of training. The Union also demands that immediate and expedited training be ordered, inclusive of OT, for training of all BRTs and EEs on Dalet 5.1 operation.	Filed 6-6-05; 7/18/05 moved to Step 3 - 10/3/05 write up resolution; resolved 2/23/06

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NPR 05-09 AAA 16-300-00675-05	Improper Hiring	The Company is in violation of Article 6, past practice, and all other pertinent provisions of the NPR/NABET-CWA Contract by employing forty-three (43) regular BRTs and nine (9) temporary BRTs as of May 18, 2005, exceeding the employment limitations as defined by the contract.. The Union demands a make-whole remedy, including the hiring of three regular BRTs and a cease and desist order relating to this or other similar violations of the contract..	Filed 6-6-05; 7/18/05 moved to Step 3 - 10/3/05 mutually agreed process - reduce temps; 10/5/05 co denied, referred to AAA 10/21/05. Arbit 4/14/06; 4-13-06postponed w/late fee incurred? Resolved 4-12-06
NPR 05-08 AAA 16-300-00674-05	Failure to Announce Advanced News Remote Opportunity	The Company is in violation of Article 11 and all other pertinent provisions of the NPR/NABET-CWA Contract when on or around March 30, 2005, it selected and dispatched Mitch Eaton to an advanced news remote assignment in Rome, Italy, without announcing the remote opportunity as contractually required via e-mail or allowing the general BRT population to declare their interest in the remote opportunity. The Union demands a make whole remedy, including the payment of all hours and penalties for this assignment issued at top scale to the NABET-CWA Legal Expense fund.	Filed 6-6-05; 7/18/05 moved to Step 3- 10/3/05 to investigate more; referred to AAA 10/21/05. Arbit 4/11/06. 4-13-06-Resolved, awaiting language; 4-12-06 Resolved

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NPR 05-07	Employee Disciplinary Warning Letter-Shukhin	The Company violated Articles 16, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when it issued a written warning to Daniel Shukhin on April 7, 2005. It is the Union's position that this discipline, and any other such discipline that may come as a result of this decision, is without just cause. Furthermore, the Union demands that such discipline be rescinded and that Mr. Shukhin's record be expunged of any discipline related to the events between March 13, 2005 and March 22, 2005, and that Mr. Shukhin be made whole for any losses related to this matter.	Filed 4-11-05; 7/18/05 - to be discussed at next mtg. Discussed 2/23/06 - employee cleared probation

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NPR 05-06	Employee Hiring Notification	The Company is in violation of Article 4 and all other pertinent provisions of the NPR/NABET-CWA Contract by failing to give proper and timely notice ("within 15 business days") to the Union whenever a new employee is hired or when an employee ceases to be employed by the Company. In that this practice affects the Union's rights to do business, we demand that the Company be ever diligent in meeting the proper time table as set forth in the Contract.	Filed 4-1-05; 7/18/05 - Pat Washington will draft language by 7/22/05. B.Krieger will fax sample form, NPR will fax completed forms immediately upon hiring new employees. Resolved, but no language written. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 05-05 Resolved	Sue Klein Discipline/Severe Weather Procedures	The Company is in violation of Articles 10, 14, 25, past settlements and all other pertinent provisions of the NPR/NABET-CWA Contract by delivering a verbal discipline and docking the pay of Sue Klein for her weather related absence. The Union demands that Ms. Klein's discipline be rescinded and that she be paid for the day in question. We also seek remedy to the violation of the past settlement in defining "Emergency/ Weather" procedures. These procedures/protocols must be agreed upon, put in writing and in place before the next severe weather season.	Filed 4-1-05; 7/18/05 Resolved
NPR 05-04 Resolved	Overlap of Shifts	The Company is in violation of Article 8 E of the NPR/NABET-CWA Contract and all other pertinent articles, by scheduling shifts that do not contain the proper fifteen (15) minute overlap period. The Union demands payment for all scheduling errors to be made to the Union's Member Relief Fund, that a correction to all such shift assignments be made immediately and that attention be paid to scheduling tasks in order that the problem does not reoccur in the future.	Filed 4-1-05; parties met on 2/14/05 and 3/1/05 - Union wants monetary award for each incident over last 6 months; 7/18/05 moved to Step 3 - 10/3/05 pay 6 weeks - 4 ½ hrs pay;. Resolved 2/23/06

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NPR 05-03 AAA 16-300-00676-05	OPS Desk Facility	The Union grieves the existence and operation of the technical area known as the "OPS" Desk Facility. We find that this is in violation of the NPR/ NABET-CWA Contract Articles 5, 7, 11 and all other pertinent articles, as well as past settlements. The Union seeks as remedy, to have this facility manned as a technical facility in accordance with the Contract and that make whole back pay be issued to the Union's Legal Costs Fund in compensation for the cost of manpower lacking in this facility since its inception or the existence of the Union Contract (whichever total would be less).	Filed 4-1-05; 5/11/05 no resolution; 7/18/05 moved to Step 3 - 10/3/05 - 50% of time - Co denied, referred to AAA 10/21/05. Arbit: Malcolm Pritzker on 4/18/06 at 10am; postponed witnesses not available. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 05-02 Resolved	Non-NABETS Operating Technical Equipment - San Francisco Bureau	The Company has violated Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement, plus published policy, when it allowed Laura Sydell on the above date to operate technical equipment in the San Francisco Bureau. On behalf of the Broadcast Recording Technicians, the Union demands that NPR acknowledge the violation, and cease and desist from such actions.	Filed 2/3/05; Disc 2/14/05 - jt hold pending more discussion/investigation; 3/1/05 jt hold; 7/18/05 if language from S.Dunnings not rec'd by 7/22, then move to arbitration; resolved 10/3/05 - engineer implemented the modifications.

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NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 05-01A	Altered Timesheet	The Company has violated Articles 9C, 10A, 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement and past practice when management supervisor Russ Lehman altered the time sheet of Preston Brown by deducting .25 hour against his annual leave for a twelve minute late arrival on December 10, 2004. This deduction resulted in an inaccurate accrual of annual leave for the pay period. It is also a form of discipline not covered under the definition of progressive discipline and, therefore, a violation of the agreement. The Union demands that the Company cease and desist this form of discipline, that it reinstate the annual leave deducted improperly and correct the annual leave accrual balance of employee Preston Brown.	Filed 1/20/05; Discussed 2/14/05 - not resolved; Discussed 10/3/05 at step 3, mutually resolved with 3 business days; Disc 2/23/06-Co agreed to reinstate annual leave of .25 hr, Co signed settlement 6/14/06.

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NPR 05-01	Failure to Notify Employee of Schedule Change in Timely Manner	The Company has violated Article 8 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when it failed on two separate occasions to notify Preston Brown, by phone or in person, of a same-day shift change. On December 18, 2004, he received a shift change via e-mail from Simone Steverson which was time stamped 17:28 for a shift that began that day at 21:00. On January 13, 2005, he received a shift change via e-mail that was time stamped 20:02 for a shift that began that day at 21:00. Mr. Brown did not receive any other form of communication regarding these shift changes. The Union demands that NPR acknowledge its errors, and cease and desist from such violations. Further, the Union demands that Mr. Brown be made whole for any losses.	Filed 1/28/05; Disc 2/14/05-not resolved; 7/18/05 if language from S.Dunnings not rec'd by 7/22, then move to Step 3 - 10/3/05 - based on past practice; Disc 2/23/06-resolved
NPR 04-22	Employee Termination - Ogawa	The Company has violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it terminated Calvin Ogawa without just cause. The Union demands that the Company reinstate Mr. Ogawa and that he be made whole for any and all losses as a result of this action by the Company.(Term 11/30/04)	Filed to Step 3 on 12/20/04. Time limit mutually agreed to extend to 30 days.; met 1/13/05-un hold; Resolved 4/18/05

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NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 04-21	Employee Termination - Napper	The Company has violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it terminated Guy Napper without just cause. The Union demands that the Company reinstate Mr. Napper, that he be made whole for any and all losses as a result of this action of the Company.	Filed 12/7/04; by mutual agreement all steps were waived and sent directly to AAA on 12/7/04 combined with 04-09 & 04-20; resolved 4/21/05
NPR 04-20	Employee Given Six Month Probation	The Company has violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when it placed Guy Napper on a 6 month probation. It is the Union's position that this discipline, and any other such discipline that came as a result of this decision, is without just cause. Furthermore, the Union demands that such discipline be rescinded and that Mr. Napper be made whole for any and all losses as a result of this discipline.	Filed 11/30/04; by mutual agreement all remaining steps were waived and sent directly to AAA on 12/7/04 combined with 04-09 and 04-21; Resolved 4/21/05

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NPR 08-01	Non-NABET Operating Technical Facility	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when the company allowed a non-NABET employee to operate a technical facility on June 12, 2008. On behalf of the Broadcast Recording Engineers, the Union is demanding a make whole remedy, including compensation to NABET-CWA Local 31 for all salary lost, and further, that the Company cease and desist in allowing non-NABET personnel to operate the facilities formerly known as Control Room 4D and Control Room 4E.	Filed 6-23-08
NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 04-19 Resolved 2/23/06	Assigning Overtime Voluntarily	The Union grieves the Company's violation of Article 12 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company failed to make reasonable efforts to assign overtime voluntarily. On 9/24/04, Neal Ellis was assigned overtime to commence on 9/30/04. On 10/7/04, Mr. Ellis again, was assigned overtime to commence on 10/14/04. On behalf of the Broadcast Recording Technicians, the Union is demanding a make whole remedy, and that the Company cease and desist such violations.	Filed 11/19/04; Disc 11/22/04 - Susan D. to draft language based on discussions by Advisory Committee; Disc 2/14/05 Susan D. to draft language re mandatory posting of OT assignments; 7/18/05 if language from S.Dunnings not rec'd by 7/22, then move to Step 3- 10/3/05 Co to provide language to settle - 2/23/06

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NPR 04-18	Non-NABET Performing Work within Jurisdiction of Union	The Union grieves the Company's violation of Article 5, 11, and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company allowed a member of non-technical staff to provide technical support for a tape sync, involving Jim Zarroli within a fifty mile radius of NPR Headquarters in Washington, DC. These services were obtained on October 8, 2004 and aired on Morning Edition on October 20, 2004. On behalf of the Broadcast Recording Technicians, the Union is demanding a make whole remedy, and that the Company cease and desist such activity.	Filed 10-28-04; disc 11/22/04 - Andrea to verify if piece made air; joint hold; Disc 2/14/05 Susan D. to answer "one 8-hr shift payment to resolve; met 3/1/05 Co said tape not used as sync; 5/11/05 Un maintains employees get paid no matter how tape is used, Co to reconsider position; 7/18/05 to Step 3 on 10/3/05 Co agreed to give \$100 to Sick Members Fund. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 08-01	Non-NABET Operating Technical Facility	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when the company allowed a non-NABET employee to operate a technical facility on June 12, 2008. On behalf of the Broadcast Recording Engineers, the Union is demanding a make whole remedy, including compensation to NABET-CWA Local 31 for all salary lost, and further, that the Company cease and desist in allowing non-NABET personnel to operate the facilities formerly known as Control Room 4D and Control Room 4E.	Filed 6-23-08
NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 04-17 RESOLVED	Non-NABETs Performing NABET Functions	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when Ben Elkin changed levels on a sound file and Nova Safo saved a DALET EDL as a sound file. Both sound files made air. The Union demands that the company cease and desist the practice of jurisdictional breach, and that NPRW management be educated in contract enforcement before, not after, more offenses occur.	Filed 9/14/04; sent to Step 2 on 9/16/04; Resolved on 11/22/04 company agrees to abide by the provisions of Article 5
NPR 04-16	Improper Discipline - Removal of Shift	The Union grieves the Company's violation of Articles 11 and 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company disciplined Tom Carpenter without cause by removing him from the shift he selected for the upcoming six months. The Union demands that the Company reinstate Mr. Carpenter in the shift he selected for the Autumn Shift Period, and that he be made whole for any and all losses as a result of this violation.	Filed 9/10/04; sent to Step 2 on 9/16/04; Discussed on 10/18/04 and 11/22/04 - joint hold; 7/18/05 - Un wants removal from shift as accommodation, not discipline. 2/23/06 Discussion closed. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 08-01	Non-NABET Operating Technical Facility	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when the company allowed a non-NABET employee to operate a technical facility on June 12, 2008. On behalf of the Broadcast Recording Engineers, the Union is demanding a make whole remedy, including compensation to NABET-CWA Local 31 for all salary lost, and further, that the Company cease and desist in allowing non-NABET personnel to operate the facilities formerly known as Control Room 4D and Control Room 4E.	Filed 6-23-08
NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 04-15 RESOLVED	Olympic Feed	The Company has violated Article 5 of the NABET-CWA/NPR Agreement by generating a multi microphone mix feed into NPR's news program <i>Talk of the Nation</i> (TOTN). Reporters Howard Berkes and Tom Goldman aired as part of the same segment on TOTN from 14:00-14:30. Furthermore, the Union finds that no NPR Broadcast Recording Technicians had been assigned for technical assistance in this field sound gathering and transmission. On behalf of the Broadcast Recording Technicians, the Union demands this violation be acknowledged by the company and that it cease and desist immediately from any further actions of this kind. The Union also demands that it be made whole for the loss of work comparable to one Broadcast Recording Technician's wages, benefits, and all expenses connected with the travel to Athens, Greece for the duration of the Olympics.	Filed 8/24/04; sent to Step 2 on 9/16/04; Resolved on 11/22/04: mutually resolved after discussion. NPR agrees to pay \$1369.20 to NABET General Fund based on 40 hr @ \$34.23/hr for BRT

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NPR 04-14 RESOLVED	Non-NABET Performing Bargaining Unit Work	The Union grieves the Company's violation of Article 5, 11 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company engaged the services of a non-NABET person to provide technical support for a general news remote within a fifty mile radius of the Chicago Bureau. These services were obtained on June 11, 2004, despite the availability of staff who possess the necessary skills, and the availability of the proper equipment owned by NPR. On behalf of the Broadcast Recording Technicians, the Union is demanding a make whole remedy, and that the Company compensate NABET for all salary lost as a result of this violation	Filed 7/8/04; met on 8/10/04 & 9/23/04 - company investigating; sent to Step 2 on 9/16/04; Mutually resolved after discussion. NPR agrees to pay \$136.92 to NABET Sick Member's Fund based on 4 hr minimum call @ \$34.23/hr for BRT.

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NPR 07-01	Involuntary Layoff-Knight	The Company has violated Article 13A, paragraph 2 of the NABET-CWA/NPR Agreement when it caused the involuntary layoff of Terrance Knight and, as a result, reduced the NABET-represented staff. The Union demands that the employee be reinstated to his former position and that he be made whole for all loss of income as a result of the action of the company.	Filed 9-17-07; ref to arbit with Jaffee on 5/20/08. Settled on 5/19/08
NPR 04-13 RESOLVED	Airing Material Recorded on a Remote Location without BRT Assigned	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when on May 5, 2004, the Company aired a series of pieces on Morning Edition that were recorded in Afghanistan with Renee Montagne in March, 2004. Ms Montagne was sent to Afghanistan without a unit member assigned for technical support. This is a clear violation of the contract and, as such, the Union demands that it be made whole by the Company for all salary and dues lost as a result of this violation.	Filed 5/17/04; disc 7/7/04; refer to step 2 on 7/14/04 - pending outcome of 03-14; Mutually resolved on 11/22/04. NPR will pay \$4,107.20 to NABET Sick Members' Fund based on 60 hr/ wk for 2 weeks at \$34.23/hr.
NPR 04-12 Resolved	Bill Hill Discipline	The Company has violated Articles 16, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when, on April 12, 2004 it issued a six month probation with a last chance and final warning to Bill Hill. It is the Unions position that this discipline is without just cause. The Union demands that Mr. Hill be made whole for any losses that may occur from this discipline and that anything related to the events of March 3, 2004, be removed from his personnel record	Filed 4/22/04; Bill sent letter to Co rejecting offer of early retirement on 6/7/04 by e-mail; resigned 7/2/04; agrmt signed by Susan Dunnings, et al on 7/16/04

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NPR 04-11 RESOLVED	Mark Wagner Discipline Letter	The Company has violated Articles 16, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when, on March 31, 2004 it issued a written warning to Mark Wagner without just cause. The Union demands that this discipline be removed from Mr. Wagners personnel record..	Filed 4/22/04; disc 7/7/04; refer to step 2 on 7/14/04; 7/21/04 - Jt hold; Mutually resolved after discussion on 11/22/04. Discipline will stand. Company agrees to schedule 2 meetings between the STC techs and management facilitated by either Lane Erwin or Gloria Henry to discuss concerns re: work environment in facility, including work load, procedures & scheduling. Company will make best efforts to conduct the meetings before the end of 2004.

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NPR 04-10 RESOLVED	Jana Drewery Discipline	The Company has violated Articles 16, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when, on March 29, 2004 it issued a written warning and one day suspension for Jana Drewery. It is the Unions position that this discipline is without just cause. The Union demands that Ms. Drewery be made whole for any losses and that her record be expunged of any discipline related to this matter.	Filed 4/22/04; disc 7/7/04; refer to step 2 on 7/14/04; 7/21/04 - Jt hold; 11/22/04 settled with 04-11 - see above language.

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NPR 04-09	Guy Napper/90 Day Probation	The Company has violated Articles 16, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when it placed Guy Napper on a 90 day probation. It is the Unions position that this discipline, and any other such discipline that came as a result of this decision, is without just cause. Furthermore, the Union demands that such discipline be rescinded and that Mr. Nappers record be expunged of any discipline related to the events on March 25, 2004 and April 2, 2004, and that Mr. Napper be made whole for any losses related to this matter.	Filed 4/22/04; disc 7/7/04 Union hold; refer to step 2 on 7/14/04; 8/10/04 - no resolution; Disc 11/15/04-no resolution. Union believes company is lumping infractions in too many different areas to come up with discipline. Ref to AAA12/7/04 combined w/ 04-20 & 04-21; Resolved 4/21/05

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NPR 04-08 Resolved	Failure to Negotiate New Policies	The Company has violated Articles 3 and 5 as well as all other pertinent provisions of the NABET-CWA/NPR agreement by allowing manager Russ Lehman to implement new policy without negotiation. This practice goes beyond managerial rights and creates new policy which will restrict the BRT's ability to maintain the quality, which NPR is always professing it requires. The Union demands that this new policy be rescinded and that NPR take a hard look at the authority they have bestowed on this manager.	Filed 3-15-04; moved to step 2 on 3/30/04; moved to step 3 5/20/04; disc 7/7/04 Resolved - Mark sent language 7/14/04; Res 8/10/04
NPR 04-07 Resolved	Discrimination Against Union Employees	The Company has violated Articles 2, 3 and 23 as well as all other pertinent provisions of the NABET-CWA/NPR agreement by allowing manager Russ Lehman to construct, distribute and require employee evaluation forms. These were distributed to only "other than" our NABET-CWA contract employees, and are for the purpose of a "minute by minute" report on the actions of our NABET-CWA employees. The Union finds this action deplorable, despicable, and discriminatory. The Union demands an apology for such action and punitive damages for the discriminatory act to be in the amount of one (1) hour's pay at overtime rate for each BRT in the unit to be paid to the Union's sick Member's Fund.	Filed 3-15-04; moved to step 2 on 3/30/04; Jt Hold 5/20/04; disc 7/7/04 - Resolved - Same Bob Nock note to go to Morning Edition AM producers - Mark sent language 7/14/04; Res 8/10/04

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NPR 04-06 Resolved	Non-NABET Performing Work Under NABET's Jurisdiction	The Company violated Article 5.D and all other pertinent provisions of the NABET-CWA/NPR agreement when Manager Rich Rarey was witnessed patching, loading and dubbing phonograph to DC in the Master Control area while a union employee was on duty and should have done this work. The Union demands, as it has in the past, that the Company cease and desist the repeated use of management to do tasks which are the Union's jurisdiction. The Union demands that it be made whole for one (1) hour at the top scale BRT salary at the overtime rate to compensate for the work done by management, and we ask that it go to our Sick Member's Fund.	Filed 3/16/04; moved to step 2 on 3/30/04; Co to respond 5/20/04; Disc 7/7/04 - resolved - Susan Dunnings to draft language (1 hr @ step 5 straight time to Sick Members Fund. signed 8/10/04;recvd ck \$34.23 to SMF

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NPR 04-05 WITHDRAWN	Failure to Assign BRT for Technical Support in Baghdad	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when, as of February 27, 2004, the Company had assigned both a show host (Steve Inskeep) and a production assistant (Cara Gerhard) to Baghdad without providing a unit member for technical support. On behalf of the Broadcast Recording Technicians (BRTs), the Union demands that the Company make whole all employees who were affected by this violation of the contract; that the Company immediately assign a BRT, Bureau BRT or Bureau Broadcast Recording Engineer to support Mr. Inskeep in Baghdad according to the applicable contractual procedures under Article 11; and that the Company compensate NABET for all salary lost up to and including the date this grievance is resolved.	Filed 3/4/04; moved to step 2 on 3/30/04; Jt Hold - waiting for arbitration on same issue 5/20/04 (NPR 03-14); Disc 7/7/04 Co to settle after talking to Paula; 11/22/04 - Discussed and Union will withdraw grievance.

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NPR 04-04 Resolved	Discrimination - Pringle	The Company violated Article 2; Article 16; Article 23; and all other pertinent sections of the NABET-CWA/NPR contractual agreement when, after issuing a verbal warning to Renee Pringle, Russ Lehman then proceeded to send a written warning via e-mail addressed to Ms. Pringle, Andrea Jackson-Gewirtz, and Pat Washington which included a copy of personal and confidential information in the form of a "Performance Review" section and ~Pringle Feb182004 Expectations Handout~. This documented in writing, in a public forum, all of the areas that were addressed in the verbal warning. This disgusting act of displaying personnel records is discrimination of a NABET-CWA employee, and an invasion of her privacy. The Union demands that in the very same public forum Mr. Lehman be required to issue a written apology which also explains that Ms. Pringle's discipline was issued in error and that all parties will in the future work to rectify any questions through the Union and it's representatives only; that Ms. Pringle will be left alone with no further discipline for any reason, for a period no less than five years	Filed 2/27/04; moved to step 2 on 3/30/04;met 5/18/04 no resolution Resolved 5/20/04; Disc 7/7/04 meet w/Renee, Jarboe & Kathleen Jackson to draw up language; Res 8/10/04

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NPR 04-03 Resolved	Disparate Treatment and Discipline without Just Cause - Pringle	The Company violated Article 23, paragraph 3; Article 16, and all other pertinent sections of the NABET-CWA/NPR contractual agreement when during a verbal warning to Renee Pringle, Russ Lehman presented to Ms. Pringle a copy of the BRT evaluation and partially based the discipline she was receiving on such. Mr. Lehman disparately singled out Ms. Pringle further by then presenting her with an "Expectations Handout" which outlined "Expectations" of job performance which, when questioned, Mr. Lehman admitted only applied to Ms. Pringle and had not been disseminated to any other technicians. We further find that lack of evidence at the time of discipline demonstrates discipline occurring without just cause and again the Union considers this disparate treatment of a NABET-CWA/NPR contract employee. The Union demands that Ms. Pringle's records be expunged of any discipline, "Expectations" and/or any negative transmissions; that a letter of apology be issued from Mr. Russ Lehman to Ms. Pringle and that this apology be displayed on the Union Bulletin Board, so that other employees be made aware of this disparate treatment; and that Ms. Pringle be made whole for all losses up to and including two days pay at time and one half for the disruption of her day off and her time off to address this disparate treatment.	Filed 2/27/04; moved to step 3 on 3/30/04; met 5/18/04 no resolution; Co to send language to resolve; Res 8/10/04

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NPR 04-02 Resolved	Scheduling Employee for Meeting While on Approved Leave	On or about Friday, February 13, 2004, the Company violated Article 10 H and all other pertinent provisions of the NABET/NPR Agreement when Russ Lehmann scheduled Andrea Gewirtz-Jackson for a meeting at 7pm when she had prior leave approval. The Union demands a full eight hours at her overtime rate, additional half time for the meeting scheduled outside her eight hour day, and all other penalties or benefits to be paid to Ms Gewirtz-Jackson so that she be made whole for this schedule mishap.	Filed 2/26/04; moved to step 2 on 3/30/04; moved to step 3 on 5/20/04; Disc 7/7/04-Resolved. Mark sent language 7/14/04; signed 8/10/04
NPR 04-01 Resolved	Non NABET's doing NABET work	The Union grieves the Company's violation of Articles 5, 24 and all other pertinent provisions of the NABET-CWA/NPR Agreement. On or about January 5, 2004, the Company allowed a live transmission of NPR programming from a NPR facility to occur without the involvement of a Broadcast Recording Technician. The Union demands that the Company cease and desist all such activity and make whole the Union for all wages lost during the installation of this production and its continuing transmission.	Filed 8/04; step 2 mtg held on 3/31/04; moved to step 3 on 3/30/04; disc 7/7/04 - Resolved - Susan Dunning to draft language; Res 8/10/04

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NPR 03-26 Resolved	Contractor Installed Video Cabling	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company allowed a contractor to install video cabling on December 1, 2003, without offering the work to members, or without consulting the Union. On behalf of the electronic Engineers, the Union demands a make-whole remedy, including compensation to NABET for all salary lost.	Filed 12/5/03; step 2 met on 12/15/03 (Peach & Bejarano); step 3 set for 1/27/04 (Peach, Bejarano, B.Krieger);Res 8/10/04
NPR 03-25 Resolved	Failure to Pay Short Notice Penalty	The Union grieves the Company's violation of Articles 8, 11, and all other pertinent provisions fo the NABET-CWA/NPR Agreement when, on November 25, 2003 the Company denied Neil Nevault short notice penalty compensation after he received less than twenty-four hours notice of a schedule change upon his return from annual leave. NABET demands a make whole remedy, including the payment of the penalty (one hour of straight time pay).	Filed 12/11/03; Resolved 1/21/04

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NPR 03-24 Resolved	Delayed Implementation of Category 2 Weather Condition	The Company violated its own internal policy, plus Article 25 and all other pertinent provisions of the NABET-CWA/NPR Agreement, when on September 18, 2003, it delayed its declaration and implementation of a category 2 weather condition long after the Federal Government announced its closing. The Union contends that this delay resulted in an economic loss to unit members. NABET-CWA is seeking a make whole remedy, including the awarding of compensatory time (in addition to all other entitled compensation, and at the same rate as described in Article 25) to each unit member for all hours worked from the beginning of the workday until 12:30 pm on September 18, 2003.	Filed 10/23/03; may be combined with 03-10 in arbit.; tentative settlement 12/28/03; resolved 1/9/04; Meetings not held - Disc 10/18/04 and 11/22/04 - Company to respond by 12/3/04
NPR 03-23 Resolved	Disciplinary Probation - Bill Hill	The Company violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it placed Bill Hill on six month's probation without cause. The Union demands that Mr. Hill be made whole, and that all references to this disciplinary probation be expunged from his personnel records. This grievance has been presented informally and also at a Step One meeting held on October 14, 2003, therefore it is now at Step Two of the grievance process.	Filed 10/20/03; at step 2 on 10/14/03; Co denied 11/17/03; Ref to Step 3 on 11/21/03; step 3 took place on 12/3/04; co offered settlement, union accepted 3/30/04

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NPR 03-22 Resolved	Transfer of Work	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company engaged the services of an NPR affiliate station in Tempe, Arizona (KJZZ) to provide technical support for a live transmission. These services were obtained on September 10, 2003, despite the availability of NABET staff who possess the necessary skills, and the availability of the proper equipment owned by NPR. The Union demands that the Company cease and desist such violations and that NABET-CWA be compensated for all salary lost as a result of this violation.	Filed 10/2/03; ref to step 3 11/7/03; resolved 1/27/04 as per Mark 1/29/04; union awaiting language from the company; un proposed language 3/30/04.; Resolved 4/21/04

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NPR 03-21 AAA#16 300 00260 04 Resolved?	Refusal of Shift Assignment and Failure to Train Employee for Shift Assignment	The Company has violated Article 11, Sections A.1 and G.1 and all other pertinent provisions of the NABET-CWA/NPR Agreement when management, Bob Nock, refused shift #23 to Sue Klein because of her qualifications, however then trained others for their respective shift picks. Further complicating the shift pick/assignment of work, the Company will be placing a less senior, and in fact, temporary employee to cover this shift while still not offering the components of, nor the training for, the shift to Ms. Klein. The Union insists that Ms. Klein receive immediate training, as previously requested by her, to qualify for shift #23, and that she, during her training, be given the majority of the shift components, for which she clearly qualifies. We also ask that Ms. Klein be made whole for any and all losses due to this shift pick done out of seniority.	Filed 9/4/03; Ref to Step 3 on 10/23/03; sent to Paula for referral to arbit 11/7/03; Sent to AAA 3/30/04; Malcolm Pritzker is arbitrator - offered 5/26,6/9 & 6/24/04-unacceptable; offered 7/22, 7/29, & 8/17/04; Arbit on 8/17/04 10 am at NPR; disc 7/7/04 - Resolved - Mark sent language 7/14/04 and again 8/24/04; 11/22/04 agreement not signed by both parties. All grievances waived, released and withdrawn with prejudice in MOU

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NPR 03-20 AAA #16 300 00171 04 Resolved	Discipline - Arthur Laurent	On July 3, 2003, the Union was made aware of the Company's violation of Article 16 and any other pertinent provision of the NABET-CWA/NPR Agreement when it imposed a severe and massive discipline against Arthur Laurent. The Union demands that the Company make Mr Laurent whole for all monies, time and leave stripped from him by the Company, and that the disciplinary letter be removed from his personnel file.	Filed 7/17/03; 8/29/03 denied by Company; sent to #2 on 8/28/03; ref to step 3 on 11/7/03; met 1/27/04 did not resolve; ref to AAA 3/4/04; Javits is arbitrator; dates offered are: 4/19, 20, 27, 28, 5/4 & 28, 2004.- not accepted; offered 6/3 & 24/04; Arbit 6/3/04 10am; arbit postponed, new dates offered: 8/2-6/04; arbit with Javits on 8/4/04 10am; disc 7/7/04 - Resolved Co to draft language; arbit cancelled 8/6/04; stlmt signed 8/10/04

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NPR 03-19 Resolved	Managers Performing NABET Work to Save on Overtime	The Company violated Articles 5, 7, 8, and all other pertinent provisions of the NABET-CWA/NPR Agreement when manager Simone Stevenson admitted to doing NABET jurisdictional work to "save on overtime." Manager of Labor & Employee Relations, Patricia Washington, also acknowledged this practice to "save on overtime." The Union demands that NPR management cease and desist this practice of doing our jurisdictional work, and that the Union be made whole for all monies lost by this violation. This settlement should be made to the NABET-CWA Local 31 Sick Members' Fund.	Filed 7/11/03 Resolved ON 11/4/03 as per Barbara K on 12/11/03
NPR 03-18 NAB031-03-320 AAA # 16 300 00763 03 Resolved	Non-NABET Repairing Dalet Workstation	The Union grieves the Company's violation of Article 5, Sideletter 1, and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company allowed non-Bargaining Unit staff (referred to in Sideletter 1 as "ADANSAs") to complete a hardware repair on a Dalet workstation on February 5, 2003. On behalf of the Electronic Engineers, NABET is seeking a make whole remedy, including an immediate cease and desist of such practices, and the transfer of all parts and replacement hardware for Dalet systems to the Engineering Technology/Shop parts storage room(s).	Filed 7-1-03; moved to step 3 on 7/1/03; sent to Paula for referral to arbit 11/7/03; ref to AAA 12/9/03; Arb Dr. A.Y. McKissick 5/12/04; Un sent language 3/30/04; Union canceled AAA 4/14/04; Resolved 4/13/04

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NPR 03-17 NAB031-03-319 AAA 16-300-00762-03 Resolved	Reduction in Work Hours/Loss of Benefits - Harding	The Company has violated Articles 2, 11 (g), 12, 13, and all other pertinent provisions of the collective bargaining agreement between NABET-CWA and National Public Radio when it reduced the work hours of Erika Harding. The loss of benefits caused by a "reduction in hours" as stated in the "COBRA" letter addressed to Ms. Harding dated May 27, 2003 (effective May 31, 2003), clearly has unilaterally changed the terms and conditions of her work also affecting her seniority. Since 1996, Erika has worked hours that have provided her benefits through the Company. The Union considers this a constructive layoff and a discriminatory action. The Union demands Ms. Harding's hours be reinstated to afford the same coverage she has received for years. We ask that her seniority be put into perspective to afford the training and benefits to which she is entitled through the contract..	Filed 6/4/03; Co denied 8/8/03(recv'd in Union office 9/2/03); at step 3; Co denied on 10/17/03; sent to Paula for referral to arbit 11/7/03; ref to AAA 12/9/03 - Paula will rep; Arb Paul J. Fasser on 6/25/04; co offered settlement, union reviewing it; NPR canceled AAA 4/9/04

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NPR 03-16 AAA 16 300 00 392 03-01 Resolved	Bremmer Discipline/Suspension Letter	The Company has violated Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it issued a written warning, suspension and probation to Bill Bremmer without cause. The union demands that Mr. Bremmer be made whole for all loss of income and benefits and that this letter be removed from his personnel file and all references to it be expunged.	Filed 5/21/03; moved to step 3 on 6/4/03; Ref to AAA 6/23/03;Prep 9/4/03; arbit on 10/17 - was rescheduled for 3/24/04 with Malcolm Pritzker; Paula will rep; ULOA req 2/9/04; Co offered settlement, union accepted it 3/29/04; w/d from AAA 3/4/04

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NPR 03-15 AAA#16 300 00250 04 Resolved	Denied Shift Selection (Daniel Shukhin)	The Union grieves the Company's violation of Article 11 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company denied Daniel Shukhin a shift selection for which he was qualified and entitled to. The Union demands that the Company make whole a remedy for Mr. Shukhin, including the appropriate training of a unit member who is lower in the order of shift selection	Filed 5/14/03; moved to step 3 on 6/4/03; sent to Paula for referral to arbit 11/7/03; Sent to AAA 3/30/04; extension granted until 4/26/04 to respond to AAA; Marvin Johnson is arbitrator & is offering July 1, 2, &6, 2004; Mark B working on settlement language; July dates not good - 9/7 or 10/13/04 offered.; 6/16/04-AAA on HOLD; Res 7/7/04; AAA cancelled 7/12/04

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NPR 03-14 AAA#30 300 00674 03 RESOLVED	Failure to Assign Technical Staff to Iraq Remote	The Union grieves the Company's violation of Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company allowed a show host (Scott Simon) to travel to Baghdad with additional support staff but without providing a unit member for technical support. The Union demands that the Company make whole all employees who were affected by this violation of the contract, that the Company immediately assign a Broadcast Recording Technician, Bureau Broadcast Recording Technician or Bureau Broadcast Recording Engineer to support Mr. Simon in Baghdad according to the applicable contractual procedures under Article 11, and that the Company compensate NABET for all salary lost up to and including the date this grievance is resolved.	Filed 4/22/03; moved to step 4 on 6/4/03; Ref to AAA 8/13/03; Joshua Javits is arbitrator; 5/24/04; Olson will rep; Arbit at NPR 2 nd day on 6/23/04 beginning 9:30am; 3 rd day 8/5/04; briefs due 8/27/04; arb to render award w/in 35 days-10/5/04 deadline; Grievance denied-Simon was acting as a remote reporter, was not required to make use of a BRT.

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NPR 03-13 AAA 16 300 00 394 03-01 Resolved	Lewis Probation	The Union grieves the Company's violation of Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company placed Richard Lewis on probation for six months without just cause. The Union demands that Mr. Lewis be made whole for all loss of earnings, and benefits and that the probation be removed from his personnel records.	Filed 4/22/03;moved to step 4 on 6/4/03; Ref to AAA 6/23/03; Prep 9/4/03; arbit on 10/24/03 -was rescheduled for 3/11/04 with Malcolm Pritzker; Paula will rep; ULOA req 2/9/04; w/d from AAA 3/4/04; res 3/29/04
NPR 03-12 AAA 16 300 00 393 03-01 Resolved	Hill Suspension	The Union grieves the Company's violation of Article 16 and all other pertinent provisions of the NABET-CWA/NPR Agreement when the Company suspended Bill Hill for two days without just cause. The Union demands that Mr. Hill be made whole for all loss of earnings, and benefits and that the discipline be expunged from his personnel records.	Filed 4/22/03; moved to step 4 on 6/4/03; Ref to AAA 6/23/03; Prep 9/4/03; Resolved 9/11/03

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NPR 03-11 Resolved	Improper Docking of Annual Leave - M.Cullen	The Union is grieving the Company's improper application of the provisions of Article 25 and all other relevant provisions of the NPR/NABET-CWA Agreement. The Union contends that on Monday, February 17, 2003, NPR improperly docked Michael Cullen annual leave because the company-provided transportation could not deliver him to work on time. As a remedy, NABET is seeking a credit to his leave balance equal to the amount docked.	Filed 3/7/03; resolved in Union's favor on 5/6/03;
NPR 03-10 Resolved	Weather Conditions Miscategorized	On March 4, 2003, the Union became aware of the Company's improper application of the provisions of Article 25 and all other relevant provisions of the NPR/NABET-CWA Agreement. The Union contends that NPR miscategorized the weather conditions of Monday, February 17 by failing to recognize it as a category -2 condition. As a remedy, NABET is seeking compensatory time (in addition to all other entitled compensation) for all unit members who worked in that twenty-four hour period in the manner, as prescribed by Article 25.	Filed 3/7/03; mtg scheduled 4/22/03; moved to step 4 on 6/4/03; Ref to AAA 8/13/03; Arbit on 1/6/04 with David Vaughn; tentative settlement; arbit canceled 12/18/03; resolved 1/9/04

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NPR 03-09 Resolved	Failure to Schedule Employee for Grievance Meeting	The Company violated Article 15A Step Two and all other pertinent provisions of the NABET-CWA/NPR Agreement when it did not schedule the grievant, Renee Pringle, to be present on February 4, 2003, for the meeting to discuss the grievances NPR 03-03, 03-04, 03-06, and 03-07 filed on her behalf. The Union demands that Ms. Pringle be paid the monies she would have earned to attend the meeting and that the discipline cited in said grievances be expunged and considered null and void due to the Company's neglect in allowing the grievant, Ms. Pringle, the right to defend herself.	Filed 2/6/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03
NPR 03-08 Resolved	Discrimination Against NABET Employee - R. Pringle	The Company has violated Articles 2, 15 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it disciplined a NABET member for an incident that involved a peer to peer personality conflict. The other employee was not disciplined, therefore, the Company has discriminated against the NABET employee. The Union demands that the Company cease and desist, that any and all discipline resulting from that incident be made null and void, and that all references to the discipline be removed from the employee's personnel files.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03

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NPR 03-07 Resolved	Inordinate Amount of Time for Investigation - R. Pringle	The Company has violated Article 15 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it took an inordinate amount of time to conduct its investigation of the incident which gave rise to the discipline of Renee Pringle. The Union demands that the Company cease and desist, that any and all discipline resulting from that meeting be made null and void, and that all references to the discipline be removed from her personnel files.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03
NPR 03-06 Resolved	Disparate Manner of Discipline - R. Pringle	The Company has violated Articles 2, 15 and all other pertinent provisions of the NABET-CWA/NPR Agreement when it disciplined Renee Pringle in a disparate manner from that by which others were or were not disciplined. The Union demands that the Company cease and desist, that any and all discipline resulting from that meeting be made null and void, and that all references to the discipline be removed from her personnel files.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03

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NPR 03-05 Resolved	Incorrect Facts for Discipline - R. Pringle	The Company has violated Article 15 and all other pertinent provisions of the NABET-CWA/NPR Agreement when Russ Lehman supplied inaccurate information to try to justify the discipline of Renee Pringle and further exacerbated the discovery process by his sarcastic demeanor. The Union demands that the Company cease and desist, that any and all discipline resulting from that meeting be made null and void, and that all references to the discipline be removed from her personnel files.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03
NPR 03-04 Resolved	Weingarten Rights- R. Pringle	The Company has violated the U.S. Supreme Court's ruling known as the <i>Weingarten Rights</i> when Russ Lehman did not advise Renee Pringle of her right to have Union representation at an investigatory meeting that could lead to disciplinary action on November 18, 2002. The Union demands that the Company cease and desist, that any and all discipline resulting from that meeting be made null and void, and that all references to the discipline be removed from her personnel files.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03

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NPR 03-03 Resolved	Discipline - R. Pringle	The Company has violated Article 16 of the NABET-CWA/NPR Agreement by verbally disciplining Renee Pringle not for just cause. The Union demands that the Company cease and desist and that all references to this discipline be removed from Ms. Pringle's personnel file.	Filed 1/14/03; awaiting decision from client to proceed, may have other legal remedies; step 3 (4/21/03); Res: 10/21/03
NPR 03-02 Resolved	Installation of Technical Equipment	The Company has violated Article 24, and all other pertinent provisions of the NABET-CWA/NPR Agreement, by installing new technology in its Los Angeles production suites, thereby assembling a technical facility parallel to the technical facility in Washington, DC. The Union demands that the Company cease using this facility and that the Union be made whole for any loss as a result of this action.	Filed ?; Mutually agreed to suspend pending outcome of 03-01; awaiting settlement from Susan Dunnings 1/21/04; Un sent language 3/30/04; Resolved 4/21/04

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NPR 03-01 AAA#16 300 00565 03 NAB31-03-300 Resolved	Non-NABET Operating Equipment	The Company has violated Article 5, and all other pertinent provisions of the NABET-CWA/NPR Agreement, when it allowed a non-NABET employee to operate equipment in a technical facility. On 11/28/02 Ina Jaffe used a production suite in Los Angeles which is a direct violation as defined by the agreement. The Union demands that the Company cease and desist such practices and that they pay for any lost wages which resulted from this action.	Filed 1/8/03; Awaiting report from Paula Olson further action?; step 3 (4/21/03); moved to step 4 on 6/4/03; Ref to AAA 9/12/03; Seymour Strongin is arbitrator arbit on 1/21/04 10am; resolved 1/21/04
NPR 02-04 Resolved	Jurisdiction of Digital Consoles in LA	The Company has violated Article 5 and all other pertinent provisions of the NABET-CWA/NPR Agreement by allowing a non-NABET person, Ina Jaffe, to operate a mixing console in the Los Angeles facility. These consoles fall under the jurisdiction of NABET. The Union demands that the Company cease and desist and that all NABET-CWA employees be made whole for all loss of income as a result of this violation.	Filed 12/13/02; withdrawn, refiled as 03-01; resolved 1/21/04

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NPR 02-03 W/D	Failure to Notify Union of Board Meeting	The Company has violated Article 22 C and all other pertinent provisions of the NABET-CWA/ National Public Radio Agreement when it failed to notify the Union of the Board Meeting held this month. The Union demands that the Company cease and desist and that NPR provide the Union with a copy of all non-confidential materials and documents pertaining to the Board meeting.	Filed 11/26/02; awaiting decision from union as to pursue grievance or ULP; w/d 8/28/03
NPR 02-02	Failure to Provide Documentation	The Company is violating Article I and all other pertinent provisions of the NABET-CWA/NPR Agreement by failing to provide requested documentation of all alleged incidents of employee lateness and the docking of leave which resulted from them. This information was formally requested by the union in two meetings on October 31, 2002 and November 2, 2002. The Union demands that the Company provide this information immediately in order to comply with proper enforcement of the contract. The Union further demands that the Company cease and desist docking until proper documentation is received pertaining to all incidents.	Filed 11/20/02; awaiting decision from union as to pursue grievance or ULP. All grievances waived, released and withdrawn with prejudice in MOU signed 6-14-06

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NPR 02-01 Withdrawn	Docking Wages Before Investigation/Representation	The Union grieves the Company's violation of Articles 9, 15, &16, progressive discipline, and all other pertinent provisions of the NPR/NABET-CWA Agreement by docking the wages of employee Linda Mack without just cause and before the employee has had the opportunity of union investigation and representation. The Union demands that the employee be reimbursed for all loss of income and benefits as a result of this violation and that the Company cease and desist such further violations.	Filed 10/16/02; disc 10/31/02 union w/d