



Bargaining Wrap-Up and Analysis of Tentative Agreement

To: NPR NABET-CWA Members
From: Bargaining Committee

Date: March 31, 2015

By separate cover you are getting a copy of the full contract, with red-line showing the changes in language. There is a lot to cover, and to assist you we have written out this analysis of the Tentative Agreement. All members will get a copy of the contract red-line document in addition to this one.

Ballots are being mailed to members' homes in the DC area (or in the case of the bureau-based members they will be sent in sets to the locations). Please read this over, ask us questions, and return your ballot by mail. The deadline for the physical ballots to be back at the Local's Office is Thursday April 16th – counting will be Friday April 17th. If you don't get your ballot in the mail by April 7th, please call the office so that we can get another ballot out to you in time. Local 31 office: (301) 459-4999

The bargaining committee is recommending that you Vote to ACCEPT this Contract Offer. Please read the information below and let us know if you have questions.

Contract Changes By Section:

- Preamble Changes Date of Contract

- Article 2 NON-DISCRIMINATION
Added "genetic information" to the list of items protected against discrimination by the NPR or the Union.

- Article 4 UNION SECURITY
Updated the address for remittance of Union Dues by NPR.

- Article 6 EMPLOYMENT STATUS
C. Temporary Employees
Updated name of employment action form – to System (EAS)
Removed list of benefits – but no change – benefits will continue to be those given to non-executive administrative temporary employees of NPR.

- Article 8 HOURS OF WORK AND HOLIDAYS



G. Short Turnaround

Increase penalty amount from \$9.75 to \$15.

J. Holidays

Conforms change of temporary form to EAS

Article 9

PAY

Increases of 2.5% per year on January 1, 2016, 2017, 2018 and 2019
These raises will be paid on the 2nd pay period of the year – but
effective/retroactive to January 1st.

WAGE STEP SCHEDULE

We were able to eliminate the two-tier system and the 10-step wage
scale that has been in effect since 2002. The new wage scales will
have 6 steps (we eliminated the bottom 4 steps). Any temporary or
employee who was below the old Step 5 will be bumped up.

TECHNICAL DIRECTOR

Increase the current payment of \$2 up to \$2.25 on 4/1/15 and up to
\$2.50 on 4/1/17 in addition to regular base pay.

Article 10

LEAVE

A. Annual Leave Accrual – NO CHANGE

B. Selection Procedure – Now includes officially includes BBRTs (who
were already using the system). Adds the NOCT (a major demand of
management) to the more structured BRT system.

1. At least 6% more days of leave to be included in availability
calendar to protect choice in leave selection.

2. Selection Process – NOCT new to system in 2016 & thereafter,
BBRTs stay under same management but under BRT system in 2016
& thereafter – each group is still handled separately for leave

a. Round 1 ADDS new option to select 40 hours in DAYS, methods for
selecting if you miss your 12 hour selection window.

b. Round 2 may now select all remaining upcoming year's leave (4
week cap removed) in full week increments, again adds methods for
selecting if you miss your 12 hour selection window.

Quarterly Meeting after selection starts to review how the new
selection options are affecting the process.

c. Round 3 includes other groups into the language so “engineering”
dropped from paragraph - each work group's management will
continue to handle leave.

3. Adds reasons that management may increase or decrease number of people on leave at a time – NO CHANGE ALLOWED TO ALREADY SCHEDULED LEAVE.

4. Mechanics for swapping, rescheduling, or cancelling leave after it is scheduled. Management must grant or provide explanation (in writing) within 14 days after request is made. THIS IS DIFFERENT – protections have been built in to the system – HOWEVER you should be pro-active about changes, inform your union representatives, and know that it will not be allowed to carry over to the following year more than the annual maximum leave. Management may not act in an arbitrary or capricious manner and must seek to honor Employee’s desires.

Removes separate BBRT and NOCT language for leaves (as incorporated elsewhere), MDCC language also removed.

F Annual Leave Carryover – this change affects people working in California. The tension between the law there, and the company’s potential solutions has been resolved. Californians will get the same treatment as elsewhere, and may not be “treated any less generously because he/she lives and/or works in California”.

J. NABET Leave Bank – modeled on a provision of the SAG-AFTRA contract a leave bank is established so that members may donate unused leave between June 1-10 or December 1-10 to a bank to provide for bargaining representatives at contract talks (next in 2019) and for training of union officers/stewards.

Article 11 ASSIGNMENT OF WORK/MANDATORY OVERTIME
Introduction adds protections for accommodating “religious beliefs, practices or observances” in schedule preferences.
C Work Schedule – fixes typo
D Changes in Work Schedules – fixes typo
G Assignment of Overtime – fixes 2 typos

Article 13 LAYOFF AND SEVERANCE
A. Notice of Layoff
There can be no layoff of any regular employee who is on the payroll as of April 1, 2015 – same as what we had previously – except the date is updated by 5 years. This protects 6 additional new employees – and means that we should be able to weather any ups and downs in programing or economic circumstances, that affects non-unit as well as unit employees in the same layoff. (NOTE we had NO LAYOFFS during the 2010-2015 period.)
F. Severance

Added the requirement of a general release for employees receiving severance.

Article 16 DISCIPLINE AND DISCHARGE
Grammatical change in that discipline or discharge applies to all Employees. Adds to progressive discipline 1) limits of “one” to number of types of discipline, and adds 2nd method of “performance improvement plan of 45 days’ (this replaces probation which is removed). We were able to protect the 10 business day window for discipline so that it cannot be issued months later.

This change is much better than what was sought – but discipline at NPR is very serious and members must seek union representation and help at any and all disciplinary meetings or interventions.

Article 21 BENEFITS
Restored the Benefits Task Force as the method for dealing with benefit changes due to the ACA or legal requirements. Preserved the consensus nature of decision-making between representatives of both unions and non-represented colleagues. Provided for different sampling periods for part-time and temporary employees to qualify for benefits (under the ACA).

Article 24 MISCELLANEOUS
NPR will pay for parking for all employees whose hours begin between 9pm and 7am. NPR will also pay for parking for anyone whose hours end between 9pm and 7am. This is the same as the parking under the SAG-AFTRA Contract.

Article 25 WAIVER AND DURATION
Contract runs from April 1, 2015 to and including March 31, 2019.

Sideletter #2 Salary Structure 2010 is deleted

Sideletter #3 Memorandum of Agreement with the furlough and giveback language from 2010 is deleted.

Sideletter #2 BUYOUT SIDELETTER (OLD SIDELETTER 4)
This does not mean that there will be buyouts – but if there are this sideletter has the structure for buyouts (up to 3 per year) that can be offered. Payment of 8 months salary, up to \$5,000 in retraining money, and removed the COBRA payment because it can interfere with ACA subsidies on the exchange. The no-layoff protections of Article 13 were maintained.

SIGNING BONUS

So long as the contract is ratified by the end of April, NPR will pay a \$750 signing bonus to all temporaries and regular employees working under the contract. Assuming that the Contract is ratified on April 17th when the ballots are due, then the payment should be included in the next regular paycheck. April 23rd is the date of paycheck.

Since the raises in this contract are effective on January 1st of each following year, this is the amount that you will see right away. NPR offered this amount as an incentive to get the contract recommended by the Bargaining Team.

WHAT IS NOT IN THE OFFER

NPR had sought many changes that were vigorously resisted by the Bargaining Committee, the ability to have a Performance Improvement Plan that could end 45 days later with a preordained dismissal from employment at NPR as unacceptable – and it is not in the contract. There are new stronger provisions in the discipline section, but we will be working with members to be sure that people don't get into deeper trouble or a downward spiral.

The Zipper Clause, which would have added complexity to contract enforcement by saying that all issues had been fully discussed, is GONE. Many of the practices of broadcasting are complicated and not usually all discussed in every round of bargaining. We were able to prevail in getting this proposal withdrawn by NPR.

The Article 13 G language which allowed for re-classification, 2 weeks notice (or pay instead) and out of seniority layoff is GONE. This was a big push from NPR and we pushed it all the way off the table. Mobilization really helped make this happen.

While there are a lot of changes to the Leave Provisions, we were able to moderate many of management's proposals and build-in protections to make sure that Californians could keep their leave accrual system, and that changes to scheduled time off could be made (with new restrictions but with protections as well). Yes the NOCT will see some changes, but their Shop Steward is well aware of the pitfalls and will help make sure that problems are quickly addressed. For the BBRTs you should really not see any changes as you have already been working under the system which already applied to the BRTs.

The increase in the contribution to the 403(b) was not one that we were able to attain. We had sought an increase of .5% to bring us to parity with SAG-AFTRA members – we were able to get parity with the executives of NPR as well as the non-executive employees to whom we were already tied. Our hope is that after the bargaining with SAG-AFTRA (which starts shortly to replace their contract which expires on June 30th) this will settle out – be we were not able lock it in place in these negotiations.

FINAL THOUGHTS

This contract is a step forward for members working under it. The wages are good, there were some advances in language, the TD pay went up (a little), the Short Turnaround went up more than 50%. Eliminating the 2 tier wage system means a step forward for all future hires. Extending the no layoff provision so that you know that you will most likely have job security and work at NPR for the term of this contract should provide you with stability to plan ahead.

We Recommend that you vote to ACCEPT this contract.

Sincerely in Solidarity,



Joseph Mills
Bargaining Committee Representative



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