

# ***Working Beyond Contract Expiration***

## **Information for CWA Local Officers, Stewards, and Mobilization Coordinators**

### ***What happens if we work beyond contract expiration?***

**If the union decides to continue to work beyond expiration without a contract to fight for our bargaining objectives, then:**

- Negotiations will continue.
- You will still earn a paycheck.
- All benefits, including health care and

pension, will remain in effect.

- All terms and conditions of employment continue until there is a new agreement or the parties have reached “impasse.”
- The grievance procedure continues but arbitration may not. However, disciplinary actions can be negotiated at the bargaining table.
- If the company changes terms and conditions of employment, an unfair labor practice charge can be filed with the NLRB.
- You have the right to participate in “concerted activity,” such as wearing buttons and stickers, filing group grievances, leafleting, informational picketing, etc.
- Payroll deduction of dues may end. If so, your local will let you know how to pay your dues.

### ***What you can do to fight for a fair contract.***

**You can help fight for a fair contract by participating in solidarity activities and joining in mobilization activities. Ask your mobilization coordinator or steward for details.**

**Because of the contract fight, tensions are high. Take no chances –you don’t want to be**

**disciplined by stressed-out management. It’s important that each of us remember to:**

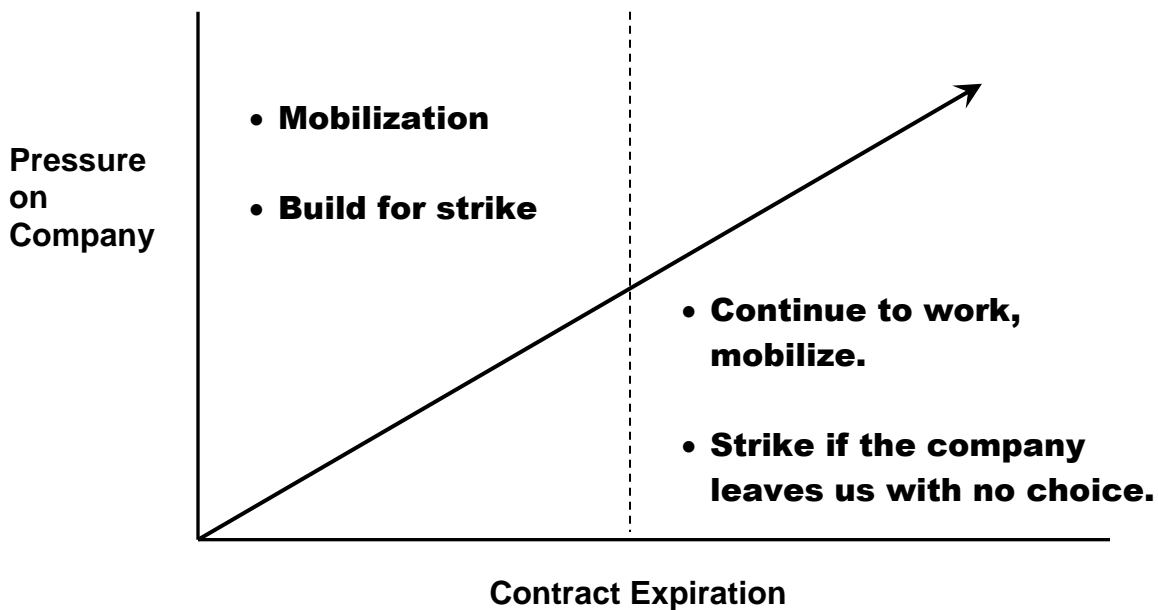
- Take no shortcuts.
- Follow all company policies and rules to the letter.
- Never go by memory, check your reference material.

- Never use your own judgment—ask!
- Obey all safety rules to the letter.

## **CWA Fact Sheet**

Working Beyond Contract Expiration

### **Why We Would Choose This Strategy – Advantages**



**Our Strategy:** Pressure on company continues to accelerate after expiration because of ongoing mobilization campaign. Company continues to pay wages and benefits. Threat and possibility of strike continues as an option.

**CWA has decided to continue to work beyond the contract expiration date because:**

- It protects customer service in these troubled times.
- Scabs don't know our jobs and could put the network in jeopardy.
- It keeps pressure increasing on company to negotiate fair settlement.
- It disrupts the company's strike contingency plan.
- It costs the company money.

- It keeps the company guessing as to what the union will do next.
- Keeps the strike threat and option alive. Union decides when and if to strike.
- Takes away control from management.

## **Impact on Members**

- Members continue to earn a paycheck.
- All benefits, including health care and pensions, remain in effect.
- Grievance procedure continues but arbitration may not. Disciplinary action can be negotiated at the bargaining table.
- Negotiations continue.
- Unilateral changes in terms and conditions of employment would be an unfair labor practice.
- Right to participate in “concerted activity”
- Payroll deduction of dues may end.
- Company has right to lock out employees.

## **What Mobilization Tactics Will We Use?**

Informational picketing, rallies, leafleting customers, contacting city, state, and federal legislators, solidarity actions, following instructions, working safely, adhering to rules and policies, convincing customers to change carriers.

## **What Does It Take to Pull Off This Strategy?**

### ***DISCIPLINED AND ORGANIZED MEMBERS***

Each local must:

- Educate members about what we are doing and why.
- Have an effective mobilization structure to educate every member on strategy and tactics.
- Keep membership aware of strike option.
- Develop and implement list of creative activities.
- Establish a structure for hand collection of dues, in event it is needed.

# ***Yeah . . . Buts for Working Beyond Contract Expiration***

## **1. Yeah . . . but why would we choose this strategy?**

We want to demonstrate to the public that the unionized workers of AT&T care about service quality even if the company does not and will do everything possible to ensure that consumers receive good service. By not striking at this time, we show our willingness to go the extra mile for service quality.

Not striking immediately expands our options. This is going to be a long struggle. The longer we stay on the job and collect a paycheck, the longer we can keep the battle going.

## **2. Yeah . . . but aren't we just letting the company off the hook?**

Not at all. The company expects a strike and has been preparing for one for months. It has spent tens of millions hiring contractors, recruiting scabs, and training managers to climb poles and do the rest of our work. If we stay on the job, the company will have to keep paying our wages and benefits, but because we can still strike at any time, the company will probably keep paying scabs, security, etc., as insurance in case we walk out.

## **3. Yeah . . . but how does continuing to work after the expiration of the contract pressure the company to negotiate a fair contract?**

It keeps the company guessing what we will do next, it increases the financial expense to the company of their strike contingency plan. It decreases the financial burden on the members and the union. **It also allows us to decide when or if we will strike.**

## **4. Yeah... but isn't a strike more effective?**

Working beyond expiration may be the more effective strategy. It depends on the situation. What we want to do is expand our options at the expiration of the contract and decide for ourselves when and which strategy is best to pursue.

We will not simply be working as usual. We will be doing informational picketing, rallying, asking customers to switch carriers or drop enhanced services in order to deny AT&T revenue, working safely, seeking community and political support, pressuring company executives and members of the Board of Directors. In short, we will do all the things we normally do when we're on strike, except not going to work.

## **5. Yeah... but working beyond expiration shows the union is weak. It's a wimpy strategy.**

Quite the opposite. Working beyond expiration requires a very disciplined membership and an effective communications structure. CWA can consider this strategy because of our powerful mobilization program and structure.

**6. Yeah... but if we decide to continue to work after the expiration of the contract, what kinds of actions will we ask members to participate in?**

If we continue to work after expiration without a contract, we are still protected by the National Labor Relations Act (NLRA) which guarantees all private sector workers the right to engage in “concerted activities.” Section 7 of the NLRA states that, “employees shall have the right...to engage in other concerted activities for the purpose of collective bargaining. These activities include solidarity actions, following instructions to the letter, working safely, adhering to rules and policies.

Of course conduct that is unlawful, violent, in breach of the contract or disparaging to the employer’s product it is not protected.

**7. Yeah . . . but will we be asking the workers not to do their job or be insubordinate?**

No. Workers should follow their supervisors’ direct instructions, do what they are asked, follow policies, safety regulations and company rules to the letter.

**8. Yeah... but if we continue to work beyond expiration without a contract, what happens to my wages and benefits?**

All working conditions, benefits, and pay stay the same. Changes in terms of employment would be an unfair labor practice

**9. Yeah... but if we continue to work beyond expiration without a contract, what happens to the grievance procedure?**

The employer is required to continue the grievance procedure after the contract expires. Arbitration, however, does not survive the expiration of the contract. But, those grievances already in the grievance procedure at the time of expiration are still subject to arbitration. Because arbitration does not survive expiration, workers often must rely on “concerted activities” in order to resolve disputes.

**10. Yeah . . . but what happens if a member gets fired or disciplined while we are working without a contract?**

If you are unfairly discharged while arbitration is suspended, you will be eligible for strike pay. If discipline is the result of engaging in protected activity, a charge can be filed at the NLRB. In addition, discipline can be negotiated at the bargaining table.

# ***Case Studies for Working Beyond Contract Expiration***

## **Bell Atlantic (Aug. 5, 1995 – Jan. 22, 1996)**

In the 1995 round of bargaining, Bell Atlantic CEO Ray Smith announced that Bell Atlantic would break the industry pattern on wages, allow increased subcontracting, shift health care costs to retirees, and demand other concessions. Instead of striking, CWA decided to wage a contract mobilization campaign, which lasted for 5 ½ months. Although keeping the members continually mobilized was hard work, in the end Bell Atlantic agreed to a contract in line with the rest of the industry.

### **Tactics included:**

- Worksite mobilization
  - 6,000 members suspended for working to rule, refusing overtime, etc. (All discipline was dealt with in the contract settlement.)
- Mass rallies
  - 7,000 in Philadelphia (Sept. 16)
  - 7,000 in Baltimore (Nov.)
- Picketing CEO Smith at public events
- “Block 900” campaign
  - “Block 900” service was free; they now charges for it
  - Informational picketing and hand billing
  - Direct mail and phone banks
- Collected pledge cards to drop enhanced services (Caller ID, etc.)
  - After each bargaining session, bargainers would deliver 0-1,000 cards to the company depending on company’s responsiveness at table
- Political support
  - Politicians sent letters to CEO, attended rallies
- Investor support
  - Large institutional investors, state treasurers, etc. sent letters to CEO
- Paid media campaign
  - \$7 million spent = 1 week of strike benefits
  - Print, radio and TV ads; billboards, bus signs
  - Series on retiree health, forced overtime, family issues
  - Series on “Larry the Contractor” – connecting subcontracting to decline in service quality

### **Settlement:**

- 3-yr. contract
- 10.9% compounded wage increase (same as Ameritech, PacTel, BellSouth; SBC 11%, US West 10.6%)
- \$1,500 ratification bonus

- \$300 min. annual profit-sharing
- pension bands raised by 12%
- 4% increase for already retired
- no premium sharing for retirees (accepted by IBEW in NJ in 1995)
- no premium sharing for actives; benefits expanded
- employment security: all wiring of homes for broadband and all hot and cold copper splicing done exclusively by CWA
- no tech layoffs if any contractors doing outside tech
- surplused workers get hiring preference at directory sales subsidiary

### **Sprint (2002-2003)**

In March 2002 CWA began bargaining with Sprint for our Hickory North Carolina members, Tennessee followed in August, Florida and Indiana in Sept, Pennsylvania, Carolina, Kansas, Missouri, Ohio, Virginia. The New Jersey unit was the last to begin bargaining in March 2003.

Sprint demanded take backs the most serious of which was “temporary” lay off language which would have allowed management to by pass the traditional seniority rules and exempt individual employees from lay offs at managements discretion. In addition the company had demands on health care for active and retirees and paid sick time.

Sprint refused to extend the contract in all 12 bargaining units and cancelled dues deduction upon termination.

All of the bargaining units were able through their mobilization structures to hand collect dues. Approximately 80% of the dues were collected through face to face contacts.

#### **Tactics included:**

- Frequent conference calls to coordinate mobilization actions and share bargaining activity.
- Informational picketing at Sprint stores in all 12 bargaining units
- Letters of support from elected officials.
- Posting of “We Support CWA” signs in local stores
- Informational flyers at malls, shopping centers
- New Jersey unit went on strike for 4 weeks

#### **Settlement:**

- Beat back the “temporary” layoff language.
- 3% wage increase per year (each bargaining unit has variations)
- Pension band improvements
- Saving plan improvements

### **Rochester Telephone (Jan. 1995 – April 1996)**

In the 1995 round of negotiations at Rochester Telephone (then Frontier), the company was looking to dump the pension plan, completely change health care benefits, change work rules to give the company “flexibility.” In preparation for an expected strike, the company had contractors waiting in hotels in Rochester. The union believes there was one replacement worker for every CWA outside plant tech.

When an agreement was not reached by expiration, the company refused to extend the contract. Local 1170 members continued to work and to bargain. When the company cancelled dues checkoff, the local made arrangements to hand collect dues from its 700 members.

- Members did mobile picketing in their off-hours at the homes and businesses of company executives and board members.
- kept contractors in for probably 2 months; picketed hotels, followed them to restaurants; kept co at barg table.
- \$4 million for people sitting on their ass
- Mass rallies in front of the company’s building
- Constant contact with state and federal legislators; among others, Congresswoman Louise Slaughter and Senator Ted Kennedy put pressure on the company
- Radio and TV ads featuring 1170 members who explained the company’s attempt to take away benefits despite its profitability; using local people gave the ads credibility in the community

Productivity and service levels fell during the campaign. The company’s stock price went down into the low \$20’s from \$50-something.

All members who had been disciplined were restored and made whole (other than 1 worker fired for sabotage).

Although the local initially found the strategy challenging, they found it be an extremely effective strategy – more effective than walking out -- that brought the local closely together.