

Working Without a Contract

What we are fighting for:

- Improving our employment security contract provisions and job guarantees.
- Making sure that every member is better off at the end of the contract than the beginning, when wages, benefits, etc. are all added up.
- Improving rights and conditions for all employees.
- Fighting for a secure retirement. This means both pension improvements and secure health care for current workers.
- Eliminating subcontracting.

What should members do during this time?

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.

As of midnight on April 9, 2016, we're working without a contract.

Because we didn't reach agreement with the company by the time the contract expired, we are now working without a contract.

However, the current contract provisions are still in effect. **There will be no changes to your wages, benefits, or working conditions.**

What happens now?

Negotiations will continue. As long as we are on the job:

- 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."
- You have the right to participate in "concerted activity," including mobilization activities.

Our strength in bargaining comes from a highly visible mobilization.

If our efforts to get a fair agreement that provides for jobs today and for the future are not successful at the bargaining table, we will do whatever is necessary to protect our livelihoods.

We urge everyone to maintain a state of readiness and continue to mobilize until an agreement is reached. Your power is what drives progress at the table. The union bargainers and the company feel your presence. We have come a long way together. We have more to do and we will do it!

Working Without a contract – What’s in jeopardy?

A common fear about letting the contract expire is that the employer can cut wages, halt payments to benefit plans, cancel vacations, scrap seniority, assign supervisors to unit work, refuse to hear grievances, and so on. **In truth, the only areas in jeopardy are union security, dues checkoff, agreements on permissive subjects, arbitration and matters in the employer’s final contract offer. Wages and benefits do NOT change.**

Management rights: **The National Labor Relations Act requires management to maintain contract terms and conditions of employment while it bargains a new agreement,** except for the items discussed below. Abandoning or changing a pre-existing condition is an unfair labor practice (ULP), giving the union a basis for filing an NLRB charge, calling a ULP strike, or filing a challenge to a lockout.

This means that the company cannot make unilateral changes to existing terms and conditions without notice and affording good faith opportunity to bargain with the union over proposed changes. Notice need not be formal; if unilateral changes are proposed along with an offer to bargain over them and the union does not do so, employer can implement. (The Board generally considers two weeks a reasonable opportunity to bargain.) Also, notice does not need to be “formal” – i.e., to the bargaining committee or the VP; it can be to union representative at a particular work site. Therefore, it is imperative that those representatives relay any notice to their local immediately.

Concerted activities: Concerted activities post-expiration run the risk of lockout, depending on AT&T’s willingness to reach agreement ultimately. However, unfair labor practice charges can be filed if the employees are locked out for engaging in protected activities and in some respects lockouts are more advantageous to us than strikes. Informational picketing, leafleting, etc. are all legitimate activities which we should be engaged in, but specific legal rules must be observed to be sure these activities are protected. **If you are not sure check with the District’s Mobilization Coordinator.**

Union security and dues checkoff: Union security obligations – like mandatory dues or dues equivalent—are unenforceable in the absence of a Contract. Dues checkoff is also at risk, and the company can stop making dues deductions. Members will still owe dues, but the Union will have to collect it individually. This has not happened with most of our employers.

Arbitration: **With a few exceptions, arbitration rights disappear during the “without-a-contract” period.** The exceptions are grievances filed when the Contract was still in effect; grievances over events that occurred prior to arbitration; and grievances over rights that accrued under the expired agreement. For grievances over new matters, including discipline, the employer’s only duty is to discuss the matter with the Union and supply information.

With arbitration no longer a concern, the employer may be tempted to fire workers who play a leading role in mobilization activities. The counterweight is the Union’s ability to strike in protest (the no-strike/no lock-out provisions of the Contract no longer apply) though this is not something we would likely do in these circumstances. The union can also file charges at the NLRB which, without a contract in force, will not apply to its deferral policy which delays NLRB action until the grievance procedure is completed.

Agreements on Permissive subjects: Contract termination releases the employer from permissive subjects of bargaining, like health insurance for already retired employees or neutrality provisions.