



IBEW Local Union 21 • CWA Local 4250



Illinois & NW Indiana 2009 AT&T Mobilization & Bargaining News

Sunday, April 5, 2009

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 Mobility’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 your District 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 but AT&T Mobility does not seem to be acting like 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 in 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.



www.ibew21.org

www.cwalocal4250.org

SET TO TALK – READY TO WALK