

Model Contract Language for Internal Organizing

1. Provision of employee data

Rationale:

The Union has broad statutory rights to obtain information under the NLRA. The NLRB has specifically held that names, addresses, work locations, job titles and other related information of bargaining unit employees are presumptively relevant to the union's role in administering and policing the collective bargaining agreement. The employer is required to furnish such information upon the Union's request, even where the parties' CBA is silent about right to information. By requiring standardized employee lists from the employer, CWA can track non-members to recruit into the union and ensure appropriate dues payments are made by the employer.

Model Contract Language:

1. The Company shall furnish the Union a monthly statement within ten days of the close of the calendar month. The statement will be sent in electronic format including the following information for all employees in the bargaining unit on file:

- *First name, last name, and middle initial (when applicable)*
- *Amount of dues or fees deducted*
- *Payroll ID, social security number, or other unique identifier that is consistent across all data requests*
- *Rate of Pay*
- *Job classification or title*
- *Regular Work location*
- *Reporting Location*
- *Shift*
- *Mailing address, including City, State and ZIP*
- *NCS or hire date*
- *Local Union number*
- *Birthdate*
- *Status (Active, FMLA, Leave of Absence, Resignations, retirements, deaths, other revisions, etc.)*

In addition, the statement will include Bargaining Unit employees for whom the Company has not made a dues or fees deduction with an appropriate explanation (i.e., "on leave," "no shifts worked," etc.). The statement will note or explain changes such as new hires, pay increases, leaves of absence, returns from leave, change of address, termination of employment, etc.

2. Within one week after the hiring of a new employee, the Company shall furnish the Union in writing with the data specified in Section 1 for each new employee.

3. *The Union and the Company shall keep each other currently informed of their respective duly authorized representative and shall promptly notify each other of any change of such representatives.*
4. *The information listed above will be taken from Company records and will be furnished on a timely basis; however the Union recognizes that errors and delays may and will occur, and in using the information furnished, assumes all risks associated therewith.*
5. *The Union agrees to notify the Company of mass changes of deduction amount 90 days or more prior to the month in which such changes are to occur.*

Political Action Fund contributions

1. *The company and the union shall provide for a program and procedure whereby eligible employees of the Company may make voluntary contributions through payroll deduction to CWA's Political Action Fund (PAF), a separately segregated political action committee sponsored by the union.*
2. *Eligibility to participate in contribution to PAF through the payroll deduction program is restricted to those employees of the Company who are certified by the Union as eligible to participate under applicable federal and state laws.*
3. *Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union. The Union shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate.*

Strongest Existing Contract Language Amongst Major CWA Employers:

AT&T MidWest, Article 7.09

The Company shall furnish the Union a monthly statement including the following information for each employee having dues or fees deduction authorization on file:

- (A) Amount of dues or fees deducted.*
- (B) Bargaining Unit employees for whom the Company has not made a dues or fees deduction and an appropriate explanation.*

In addition, the statement will include a list of employees engaged by the Company who are assigned to Bargaining Unit job titles, such statement shall show the employee's Name, Title, NCS Date, Local Number, Rate of Pay, Employee Classification, Responsibility Code, Report Location, Payroll Identification Number (Payroll ID) and Mailing Address.

American Airlines, Article 33, K

The Company shall furnish the Union a monthly statement within ten (10) days of the close of the calendar month in which dues were deducted. The statement will be transmitted in electronic format including the following information for each employee having dues, assessment and/or initiation fee deduction authorization on file:

- 1. First name, last name and middle initial (if applicable);*
- 2. Full-Time or Part-Time status;*
- 3. Amount of dues, assessment or fees deducted;*
- 4. Badge number or other unique identifier;*
- 5. Base hourly wage rate;*
- 6. Classification;*

7. Work location;
8. Mailing address, including city, state and zip code;
9. Date of Hire; and
10. Union local number.

2. New Hire Orientation

Rationale:

A union can and should negotiate for the right to meet with new hires as part of the employer's orientation. The meeting should be mandatory, on the clock, and scheduled during new employees' first few days on the job. This provides unions with the means to interact with every new employee in person. Participation in an employer's new hire orientation can also validate the union's role in the workplace, giving it legitimacy in the eyes of new hires.

Model Contract Language:

"The Employer shall provide a one-hundred and twenty (120) minute period of time during the first week of employment for bargaining unit members for the union designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held during normal working hours in a meeting room provided by the employer. No management employee or designee shall be present or monitor the meeting. Such meeting shall be on paid time for the employees and attendance shall be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer shall provide to the union the names and job assignments of the new hires."

Strongest Existing Contract Language Amongst Major CWA Employers:

American Airlines, Article 33, E.

When new employees are hired into classifications covered by this Agreement, the Company will furnish to the Union the names, home addresses and location of employment of such employees within thirty (30) calendar days after they are hired. The Company will make arrangements for all new employees coming under this Agreement to have up to two (2) hours during their Company orientation period or during regular working hours to meet with Union representatives for the purpose of orienting the new employee to the terms of this Agreement.

3. Lost Time for Stewards/Bargainers/Orientation Instructors/Organizers

Rationale:

The goal of including provisions for lost time in a collective bargaining agreement is threefold: (1) to provide paid time for a union representative to represent employees and enforce the contract; (2) to allow generous leave time for members for organizing and political campaigns and other union projects; and (3) to provide elected officers paid time to conduct the business of the union. The contract should allow stewards to be paid while preparing and participating in grievance meetings, new employee

orientations, and any other meetings with management. Union leave provisions should allow members to take union leave with maximum flexibility and should provide that while on leave, members carry with them their seniority and benefits. In some instances, though rare, CWA has even bargained for employers to pay members on union leave.

Bargainers should be aware that if the member's wages are based on sales incentives or quotas, negative effects of participating in union activities should be limited as much as possible, such as quota relief. Employers may also try to limit the number or number of hours available for lost time or weaken language to only allow lost time to be "consistent with business needs" which is used to deny union leave especially at small worksites.

Model Contract Language:

"The employer shall release members with mutual agreement with the union for work on union business. [Number] full time equivalent workers shall be released to union business along with [number] lost time hours to be released with mutual agreement with the union. Any hours remaining at the end of the year shall carry over to the next year. All members on lost time union business shall maintain their seniority, pension accrual, and health insurance within the Employer."

Strongest Existing Contract Language Amongst Major CWA Employers:

State of New Jersey Professional, Administrative and Clerical Services, Primary Level Supervisors and Higher Level Supervisors Units, Article 25, Sec. B. Leave of Absence for Union Activity

- 1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. The Professional, Administrative and Clerical Services and Primary Level Supervisors Units may each use a total of 760 days of such leave of absence during each year of the Agreement. A total of 182 days of such leave of absence may be used during each year of the agreement for the Higher Level Supervisors Unit. After the contract is ratified, all stewards receive one paid day to attend training sessions on new contract language without the need to use the allotted paid leave days provided above.*
- 2. a. This leave is to be used for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated and for training programs or other Union activity for which appropriate approval by the State is required and which approval shall not be unreasonably withheld.*
b. Applications for the use of such leave on behalf of designees of the Union shall be made in writing to the appropriate department labor relations coordinator ten (10) days in advance by the Local President or other duly authorized local union representative.
- 3. Leaves will be granted individuals authorized by the Local President, subject to the limitations set forth above. Authorized leaves granted to an individual shall not exceed a maximum of thirty (30) days in a year and ten (10) days of paid leave for any single activity except where special approval of an exception may be granted by the State. Approval for such leave shall not be unreasonably withheld.*

4. Digital Membership/Dues Authorization Cards

Rationale:

Employers should accept dues deduction authorization signed by workers using secure online forms with digital signatures. Avoiding triplicate forms or printing and scanning forms reduces complications to joining CWA. The NLRB already recognizes authorization cards signed online for a showing of interest before an election. Among major CWA employers, the University of California accepts digital dues authorization cards that make it easier for workers in a decentralized bargaining unit to join their local.

Model Contract Language:

“The Employer shall accept dues authorization forms submitted through a secure online form with digital signatures.”

5. Bulletin Boards

Rationale:

Bulletin boards keep the union present in the workplace and allow workers without other means to communicate with the union to learn about union activities. Visible placement in breakrooms, cafeterias, or some neutral employee space is best.

Model Contract Language:

“The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company.”

Strongest Existing Contract Language Amongst Major CWA Employers:

AT&T Mobility (Orange Contract), Article 18 Union Activities

The Union shall be permitted space to place bulletin boards on Company property. Such bulletin boards are to be used exclusively by the Union. The number of bulletin boards and their location shall be mutually agreed upon by the Union and the Company. Bulletin board material shall normally include the following:

- a. Notices of Union recreational and social affairs;*
- b. Notices of Union elections, appointments, and results of Union elections;*
- c. Notices of Union meetings;*
- d. Other factual notices, information and announcements concerning official business of the Union.*

Such material shall be posted and/or removed only by an official Union representative or a person designated by an official Union representative