

- A. COLLECTIVE BARGAINING**
- B. STRIKE AUTHORIZATION**
- C. MOBILIZATION**
- D. 6 MONTH ASSESSMENT**
- E. MEMBER RELIEF FUND**

# **COLLECTIVE BARGAINING**

**IUE-CWA**

**A FORCE FOR WORKING FAMILIES AFL-CIO**

**COLLECTIVE  
BARGAINING**

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## COLLECTIVE BARGAINING

The following is a general overview of Collective Bargaining as it pertains to an existing contract in the Private Sector. It does not cover the nuances and intricacies or legal issues of "Public Sector" bargaining, or "First Contract" bargaining, or "Health Care Institution" bargaining. However, the concepts covered pertaining to the actual "process" of collective bargaining, whether Private Sector, or Public Sector are the same.

Numerous books have been written on the subject of collective bargaining that each go into great detail. For example, Labor Guide to Labor Law, written by Attorney Bruce Feldacker is an excellent book that every Union advocate should have in their library. All of the books written by Attorney Robert Schwartz (a former IUE member) are full of great information. The internet is also a great source of information on this subject. Some of the contents of this primer are a synthesis of different ideas from source materials found in books, or from trusted internet sites or from actual experiences.

This general overview is intended to be easily understood, and is written as a guideline on some of the issues that we as IUE-CWAers should know.

**THE LEGAL DEFINITION OF COLLECTIVE BARGAINING**  
**(Section 8(d) of the NLRA)**

For purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

The important thing to remember about this “legal” definition is that the Parties must bargain in Good Faith with the intent to reach an agreement. If the Parties do reach an agreement, and if either side requests, it must be written and signed.

The law does not regulate the contents of an agreement (with the exception of illegal provisions), but it does regulate the negotiating “process”.

**TIMELINE ISSUES**

When a contract has an expiration date, the Union must be in compliance with the Notice Requirements contained in that article of the contract. What this means is that Notice to the Employer must be “Timely Received” in accordance with that article, and to be in compliance with the law.

Under the National Labor Management Relations Act, 1947, 29 U.S.C. § 158(d)(3), Congress listed specific notice provisions creating a duty to bargain collectively so that no party to a collective bargaining agreement could terminate or modify that contract, unless the party wishing to terminate or modify the contract sends a written notice to the other party, sixty days prior to the expiration date (Section

8(d)(1)) and offers to meet and confer with the other party for the purpose of negotiating a new or modified contract (Section 8(d)(2)).

Furthermore, the Act requires that the party notify the Federal Mediation and Conciliation Service within thirty days after such notice of the existence of a dispute and simultaneously notify any State or Territory where the dispute occurred (Section 8(d)(3)).

So, what does all of the above mean? Simply put, it means that if the Union wishes to negotiate a successor agreement, it must send written notice to the employer, and the employer must receive the notice a full sixty days prior to the expiration of the contract. It also means that the Union must send notice to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of sending notice to the employer.

For Example, a typical contract duration and expiration article might look something like this:

#### ARTICLE XX

##### Duration

This Agreement shall become effective on April 12, 2010, and will remain in full force and effect until Midnight June 30, 2013 and shall automatically renew itself for periods of one (1) year thereafter unless written notice of desired changes or termination is given by one party to the other at least sixty (60) days prior to the termination of any such period.



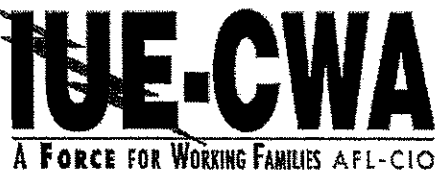
So, in this instance, the Union must make certain the employer RECEIVES "notice of desired changes" a FULL SIXTY (60) DAYS BEFORE June 30, 2013. How can the Union be sure of the Full Sixty Days? Start with the expiration date, and count back 60 days. The day before the sixtieth day is the last day for timely notice. So, in this example, where the Expiration is June 30, the notice must be received by the employer by May 1. The importance of this point cannot be stressed enough.

If the Union is going to mail the notice, be sure to make sure that it is mailed early enough so that it is received by the required date.

\*Note: The sample Article does not mention sending "written" notice by certified mail, but the Union SHOULD mail the notice by CERTIFIED MAIL-RETURN RECEIPT REQUESTED. This way, the Union will have a verification of dates sent and received if there is ever an issue or question.

The notice to the employer does not need to be in any particular form, and can be a very short letter. It should specify when the contract expires, and state that the Union wishes to make certain changes to the existing agreement. In that letter, the Union may request basic employment and contact information for each bargaining unit employee to assist in bargaining.

(SAMPLE NOTICE TO EMPLOYER OF INTENT TO BARGAIN)



SENT CERTIFIED MAIL RETURN RECEIPT REQUESTED

April 28, 2013

John Doe  
Director  
XYZ Corporation  
Main Street  
Springfield, MA 01234

Dear Mr. Doe:

This will serve as an official notice. Our contract will expire 6/30/13. We wish to meet and confer with you for the purpose of negotiating a modified contract. Please inform us as to a convenient date to arrange a meeting for this purpose.

To assist us in bargaining, we request the following information for each bargaining unit employee: name, address, home phone number, work phone number, annual salary, hours per week, shift/schedule of hours, department or unit, job title, e-mail address, race/ethnicity/national origin, gender, date of birth, and date of hire.

Please be advised that the information requested is only an initial request, and the Union reserves the right to request additional relevant information during the course of negotiations.

Thank you for your prompt attention to this matter.

Sincerely,

Nostone Unturned  
Negotiation Chairperson  
IUE-CWA Local 812xx

cc: I. M. Worthy, IUE-CWA 812xx President  
May Strikeya, IUE-CWA Staff Representative

Historically, it was the Union that sent notice of intent to negotiate to the employer. It was rare that the employer would send notice to the Union on its intent to negotiate. However, in recent years, many Locals have opted NOT to send notice of intent to negotiate to the employer. This would make the contract extend automatically for one year at the status quo. They do this because they believe that if the Local would enter into negotiations, the likelihood of concessions would not be worth the effort. This is perfectly acceptable, and in accordance with the language of most contracts. (See above example language). Of course, many employers now send their own notice which is an independent trigger for negotiation.

Be aware, if a Local manages to effectuate this option, and if the employer had wanted to enter into concessionary negotiations, the likely result is that the Union can expect to receive a Notice of Intent to Negotiate from the employer in the next year.

If no notice to the employer is sent, all contract terms will automatically continue for one year. There will be no change to language or economics unless there is an automatic increase provision in some article of the contract, for example medical contribution rates. Remember, if the Union does file a Notice of Intent to Negotiate with the employer, the Union must file a Notice with the FMCS within thirty (30) days of that notice sent to the employer.

This is done on a FMCS form F-7. This form can be filled-out online, or mailed to the FMCS in Washington, D.C.

NOTICE TO MEDIATION AGENCIES

MAIL TO:  
 NOTICE PROCESSING UNIT  
 FEDERAL MEDIATION AND CONCILIATION SERVICE  
 2100 K STREET, N.W.  
 WASHINGTON, DC 20427

TO YOUR STATE OR TERRITORIAL MEDIATION AGENCY:

AND

You are hereby notified that written notice of proposed termination or modification of the existing collective bargaining contract was served upon the other party to this contract and that no agreement has been reached.

Type of Notice:  Existing Contract  Initial Contract  Grievance

1. IF THIS IS A HEALTHCARE INDUSTRY NOTICE PLEASE INDICATE (MARK "X")  <input type="checkbox"/> INITIAL CONTRACT  <input type="checkbox"/> EXISTING CONTRACT	2. Mark "X" AND DATE(S): <input type="checkbox"/> CONTRACT REOPENER REOPEN DATE (Month/Day/Year) _____ To be filled in only if existing contract provides for reopening for specific changes during its term or if voluntary reopener EXPIRATION DATE (Month/Day/Year) _____
	<input type="checkbox"/> CONTRACT EXPIRATION EXPIRATION DATE (Month/Day/Year) _____
	_____

3. NAME OF EMPLOYER NAME/ASSOCIATION/ORGANIZATION (IF MORE THAN ONE, ATTACH A LIST OF NAMES AND ADDRESSES.)  EMPLOYER NAME: _____  4. Street Address: _____  City: _____ State: _____ Zip Code: _____  5. Name of Employer Representative: _____ Title: _____  6. Phone: ( ) _____ Fax: ( ) _____ E-mail Address: _____	
7. NAME OF INTERNATIONAL UNION OR PARENT BODY _____ 8. UNION NAME: _____ DISTRICT # _____ COUNCIL # _____ LOCAL/LODGE # _____ 9. LU Street Address: _____ City: _____ State: _____ Zip Code: _____ 10. LU Official to Contact: _____ Title: _____ 11. Phone: ( ) _____ Fax: ( ) _____ E-mail Address: _____	

12A. LOCATION OF AFFECTED ESTABLISHMENT - CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

12B. LOCATION OF NEGOTIATIONS (IF DIFFERENT FROM 12A) CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

13. NO. OF EMPLOYEES COVERED BY THIS CONTRACT  14. TOTAL NO. EMPLOYED AT AFFECTED LOCATION(S)

15. INDUSTRY AND/OR TYPE OF BUSINESS \_\_\_\_\_ 16. PRINCIPAL PRODUCT OR SERVICE \_\_\_\_\_

17. THIS NOTICE IS FILED ON BEHALF OF THE: (MARK "X")  UNION  EMPLOYER

18. TYPE OF NEGOTIATIONS (MARK "X") <input type="checkbox"/> SINGLE ESTABLISHMENT <input type="checkbox"/> MULTI-PLANT <input type="checkbox"/> AREA OR INDUSTRY WIDE <input type="checkbox"/> MULTI-EMPLOYER <input type="checkbox"/> OTHER (SPECIFY) _____	19. TYPE OF EMPLOYEES COVERED (MARK "X") FOR ALL THAT APPLY <input type="checkbox"/> PROFESSIONAL/TECHNICAL <input type="checkbox"/> CLERICAL <input type="checkbox"/> PRODUCTION/MAINTENANCE <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> OTHER (SPECIFY) _____
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20. NAME AND TITLE OF OFFICIAL FILING NOTICE \_\_\_\_\_ 21. SIGNATURE AND DATE \_\_\_\_\_

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 30 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2100 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0003, Office of Management and Budget, Washington, DC 20503.

## WHAT ARE THE CONSEQUENCES OF LATE NOTICE TO FMCS?

If notice is sent to the employer, but the Union does not send the FMCS Notice within thirty (30) days of that notice, what are the consequences? The answer is that the Union cannot legally strike at the contract's expiration. If the Union did strike at that time, it would be a violation of Section 8(d) of the National Labor Relations Act, and the employer can legally fire any striking member. However, all is not lost, and the Union does not forfeit its right to strike forever. The Union may legally strike after thirty (30) days have elapsed from the time notice was given to FMCS. (Of course, in addition to legal notice, a strike may only occur in accordance with the CWA Constitutional provisions- discussed later).

## SELECTION OF THE NEGOTIATING COMMITTEE

Consideration must be given to the selection of the Negotiating Committee; aka, Bargaining Committee. So, how is this committee selected?

A Local's Constitution and By Laws might contain a section on how this committee is formed. It may or may not include the Local's President as a member, or it may or may not have a specific number of committee members designated. In any event, no matter how the committee is selected, it should include an ODD number of members. The reason for this is in the event that a conflicting decision by the committee must be made during negotiations. For example, if the committee has an even number of members, and there is a question about the way a certain proposal should be answered, countered, or modified, there would be no way to respond if there were a tie in the vote of the committee. An odd number of committee members, on the other

hand, would result in a majority vote, one way or the other. And, in the Union, democracy rules, and the majority vote would be the way the committee responds.

Remember, if the Local Union has the assistance of an IUE-CWA Staff Representative during negotiations, that Staff Representative does not vote in these circumstances. Of course, the Staff Representative may offer an opinion, but it is ultimately the committee's vote that controls the response.

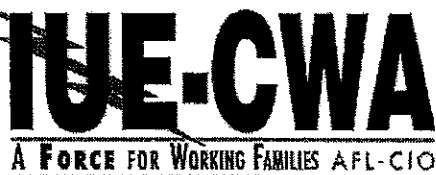
The Union and the Employer have almost an absolute right to choose the members of their own committees. The Union cannot refuse to bargain because it does not like some member of the employer's committee, and vice versa. The only exception is where there is persuasive evidence that some committee member would cause such a disruption or chaos that "good faith" bargaining would be impossible. In that instance, if that individual remained a member of the committee, the other side could be justified in refusing to negotiate until that individual no longer was on the committee. This is a rare exception, but be aware of the circumstances none the less.

## WHAT DOES THE MEMBERSHIP WANT?

Before the negotiation process begins, the Union should have an idea of what the membership is seeking to achieve in negotiations. How does the negotiating committee know what the membership wants?

A good way to find out what the membership is thinking is through a membership survey. There are many different types of surveys, so the Union should select the one that best suits its needs.

SAMPLE MEMBERSHIP SURVEYS



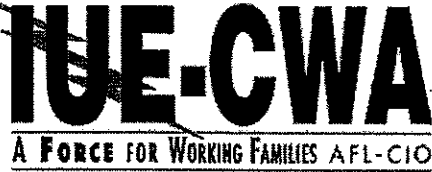
IUE-CWA LOCAL 812xx IS PREPARING TO ENTER INTO NEGOTIATIONS FOR A NEW CONTRACT. IT IS IMPORTANT THAT YOU LET THE COMMITTEE KNOW WHAT ISSUES ARE IMPORTANT TO YOU SO PROPOSALS MAY BE MADE DURING NEGOTIATIONS.

PLEASE CHECK THE ISSUES IMPORTANT TO YOU AND CHOOSE YOUR PRIORITY LEVER FOR EACH.

	High Priority	Medium Priority	Low Priority
Pay Raise	_____	_____	_____
Health Insurance Coverage & Costs	_____	_____	_____
Dental Insurance Coverage & Costs	_____	_____	_____
Vacation Entitlement Improvements	_____	_____	_____
Sick Leave Entitlement Improvements	_____	_____	_____
Shift, Weekend Differential	_____	_____	_____
Short Term Disability Insurance	_____	_____	_____
Working Conditions, Rules	_____	_____	_____
On Call Compensation	_____	_____	_____
Other Improvements (Specify) _____			

PLEASE RETURN THIS SURVEY TO THE IUE-CWA LOCAL 812xx NEGOTIATING COMMITTEE AS SOON AS POSSIBLE.





In 2013 we will be negotiating a new contract with \_\_\_\_\_. In order to prepare for negotiations, IUE-CWA Local 812xx Negotiating Committee wants to survey IUE-CWA Local 812xx members to obtain information on your experiences with the current contract and possible changes to be proposed during the upcoming negotiations.

**PLEASE RETURN THIS SURVEY TO YOUR IUE-CWA LOCAL 812xx NEGOTIATING COMMITTEE AS SOON AS POSSIBLE!**

This survey is intended to find problems with the current contract, and seek possible positions, changes, or compromises, that may be brought up during negotiations. Please keep in mind that these are negotiations and any changes you seek should be reasonably obtainable.

**1. What are your priority issue(s) with a new Contract?**

(Please number in order of importance: 1 = most important, 5 = least important)

\_\_\_\_\_ Wages \_\_\_\_\_ Health and Welfare \_\_\_\_\_ Work Rules \_\_\_\_\_

Other \_\_\_\_\_

Explain if needed:

\_\_\_\_\_

**2. Have you had any experiences with the current contract that you think would be beneficial to share with your fellow members?**

Yes  No

If yes, please explain:

\_\_\_\_\_

**3. Do you have any suggestion for changes to the next contract?**

Yes  No

If yes, please explain:

\_\_\_\_\_



As you can see, there is no “one way” or “correct way” to survey the Union membership. The main goal is to get membership input to find out what the members are thinking. If left only to the Negotiating Committee to draft proposals, the membership will not feel a part of the process, and will not take “ownership” of the process. Membership involvement from the beginning is extremely important because it involves the entire membership in the negotiating process since the Negotiating Committee may need to seek membership involvement on a more active level during negotiations. An ongoing conversation with the membership will involve each member in the process. The negotiating proposals or priorities should be determined by the membership. When the membership takes an active participative role, each member has a stake in the negotiations. It is the membership’s involvement that will make the difference in the outcome of negotiations.

Management will know if the membership is non-participatory. Management will know if the membership has a “hands-off” attitude. Management will know if the Negotiating Committee is ‘on its own’ without membership backing. Above all- Management will use this knowledge against the Union and ultimately every member loses.

The Union’s initial proposals should be made with information gathered through membership surveys, Union meetings, one-on-one discussions, email, and telephone

conversations with the Negotiating Committee, discussions with stewards, review of the past grievances and arbitrations.

Not every request made by a member needs to necessarily be made into a proposal. For example, if a member were to suggest that a proposal for fifty personal days per contract year be made, it is up to the negotiating committee to use its best judgment as to whether or not this would be a prudent proposal. The circumstances of every negotiation vary. Every workplace is different. There are many different personalities involved in the process. It is up to the negotiating committee to determine the best "course of action" during negotiations.

#### **TABLE TACTICS - GROUND RULES**

Ground rules are not a mandatory part of negotiations and are not used in every negotiation setting. They can be useful to establish basic principles between the teams, such as bargaining in good faith and treating each side with respect and dignity. It is important to note that failure to follow ground rules, in conjunction with other acts at the table, can help the other side to establish a finding of bad-faith bargaining.

Ground rules may cover a wide range of subjects, such as, size of the table, refreshments, deadlines for exchange of proposals, reports to the media, and even a restriction on discussions with the membership.

If the employer proposes a restriction on discussion with the membership, the Negotiating Committee should weigh this request very carefully. After all, after every negotiating session, it is not uncommon for the membership to approach the members of the Negotiating Committee individually to ask, "what happened?"

The Negotiating Committee will need the entire membership to be involved and informed when it comes to the time of ratification of any proposed Agreement. It is usually best to keep the membership informed along the way, during negotiations. The Committee members should NOT discuss what happened at any negotiation session individually with a member. Unity Of Voice is very important. If necessary to communicate with the membership, a meeting should be called and the issues discussed at that time.

There should be a "Principal Spokesperson" on the Union committee. This person acts as the presenter of the Union's position, and "Speaks" for the negotiating committee and the entire membership at the negotiating table. How this person is chosen may vary from Local to Local. But, however this person is chosen, or whoever this person is, means that this person is the "disseminator" of the Union's position at the negotiating table. One person- one voice.

This is important because of the principle of "divide and conquer". If everyone on the Union committee were to speak, there would be no Unity of Voice at the table. It is

not uncommon for some employer representatives to ask questions of various Union committee members at the table. This may be a way of seeing if there is a divergence in the way the Union committee is thinking about a proposal. Do not let this happen.

If a management representative tries to “divide” the Union committee, the committee member may respond by saying something like, “we will discuss that in a caucus as a committee.” Or, “Our Principal Spokesperson will answer your questions.”

The Union Principal Spokesperson may also respond by saying something like, “I am the Union’s Spokesperson, I will answer your questions. Please direct your questions to me. If I require input by the Union Committee, I will speak with them during a caucus and get back to you.”

This does not mean that the other members of the negotiating committee are just at the table to do nothing. Everyone should actively listen to what is being said, and take notes of the discussions back and forth. The Principal Spokesperson may not be able to keep extensive notes during the discussions, so it is up to everyone else to make sure there is an accurate record of what is being, or was said.

If a Union committee person disagrees with something the Principal Spokesperson says, or wants to have some input into the matter being discussed, that person should pass a note to the Principal Spokesperson asking for a caucus. At that point,

the Principal Spokesperson may call an immediate caucus, finish the thought, or delay taking a caucus for a short time so as not to give the appearance that there is a divergence of opinion in the Union committee. If the Principal Spokesperson needs a Union committee member to speak on a subject; that is perfectly permissible and advisable if the Spokesperson is not familiar with the matter under discussion and a committee member is well versed in the matter.

## GUIDELINES FOR COMMITTEE MEMBERS

1. The Chief Negotiator is the Principal Spokesperson. Only the chief negotiator can speak on behalf of the Committee. Other members of the Negotiating Committee should be discouraged from blurting out comments. The whole point of a Committee is having a united front so disagreeing with the chief negotiator or saying something that has not been preapproved can be disastrous. Of course, individual members may be an expert for a session. One person may be the one to talk about finance or statistics or health benefits. There should be no surprises.
  
2. The Principal Spokesperson is the Only Person Authorized to Accept or Reject Proposals and to Make Proposals or Counter-Proposals. This makes things organized and methodical. This helps keep drafts of the various versions of the agreement as well.
  
3. Everyone Speaks Through the Principal Spokesperson. Anyone who wants to speak should send the Principal Spokesperson a note or ask for a caucus. Sometimes a Committee member gets an idea during the session, but restraint must be used so the idea can be communicated and discussed in Committee before it is offered as a proposal.
  
4. Do Not Discuss Something at a Negotiation Session Unless the Committee has Already Agreed. Even though you have a thought that seems brilliant, keep it to yourself. If you are tempted to say something not previously discussed by the Committee, remember that once something is said, it cannot be taken back. A misplaced comment can make the whole Committee look bad.
  
5. Each Committee Member Should Have a Role. As discussed above, the chief negotiator is the spokesperson. Everyone else should have a role, too. Sometimes it is not that obvious to the other side what that is. There should always be a note taker, who writes verbatim everything that is said. One person can look at the other side and watch their body language. Sometimes a gesture or facial expression will give some indication of the other side's real intent. The words alone can sometimes be meaningless. One person may be in charge of the financial matters or one might be in charge of benefits.
  
7. Keep Negotiation Materials Secure. It is important to keep negotiation papers organized and in a safe place. Negotiations can be cutthroat and it is important not to invite temptation by leaving them out and not securing them properly.
  
8. All Committee Members Should Attend All Negotiation Meetings. Of course, there may be times when someone is ill or has an emergency and cannot attend a session. However, a real effort should be made to attend all negotiation meetings. This shows respect and commitment to the process. Once someone misses a couple of meetings, they can lose interest and cease being a useful member of the team.



## DRAFTING CONTRACT PROPOSALS

There is no single or correct way to draft contract proposals. Whatever works for the Local is fine. However, each draft of the proposals should contain the following words to prevent the Union from being boxed-in during negotiations:

**\* THE UNION RESERVES THE RIGHT TO ADD TO, AMEND, AND/OR MODIFY THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS. ALL OTHER PROVISIONS, ARTICLES, AND UNDERSTANDINGS NOT ADDRESSED IN THESE PROPOSALS SHALL REMAIN AS THEY PRESENTLY EXIST.**

SAMPLE "INITIAL PROPOSAL"

IUE-CWA LOCAL 812xx

INITIAL PROPOSALS

1. COVER- Change Dates and Parties
2. UPDATE: Table of contents as necessary
3. ENTIRE AGREEMENT: DELETE "employee-owners" and REPLACE with: "Employee or Employees", where applicable.
4. AGREEMENT:
  - a) Change to reflect proper dates.
  - b) Change to proper Parties.

5. ARTICLE I; PURPOSE OF AGREEMENT:

DELETE IN ENTIRETY AND REPLACE WITH:

The purpose of this Agreement is to provide orderly collective bargaining relations, to establish and maintain friendly and harmonious relations between the Parties, to secure a prompt and equitable settlement of grievances and to establish and maintain fair wages, hours and working conditions for the employees covered by this Agreement.

6. ARTICLE III; MANAGEMENT RIGHTS: Change to read:

The Company shall have the right to manage the plant; to determine and direct the work force; to plan, direct and control plant activities; to schedule the work to be performed; to determine the means, methods, materials and schedules of production; to determine the work to be performed; to control raw materials, semi-manufactured and finished parts which may be incorporated in the products manufactured or assembled; to control and regulate the use of equipment and other property of the Company.

The Company shall have the right to establish reasonable Company rules and regulations, to hire or layoff, to maintain order and to suspend, relieve, discipline or discharge employees for just cause.

It is understood and agreed that this statement of management functions shall not be deemed in any way to conflict with any Article or provision stated or otherwise specified in this Agreement.

16. ARTICLE XXXIII; TERM OF AGREEMENT:

Change to proper dates and proper Parties.

\* THE UNION RESERVES THE RIGHT TO ADD TO, AMEND, AND/OR MODIFY THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS. ALL OTHER PROVISIONS, ARTICLES, AND UNDERSTANDINGS NOT ADDRESSED IN THESE PROPOSALS SHALL REMAIN AS THEY PRESENTLY EXIST.

Note: The above sample initial proposals are for illustrative purposes only. The original "initial proposals" consisted of sixteen pages; thus the jump from #6 to #16.

Also, for the Term of Agreement, or Duration, it may be best to write "TO BE DETERMINED". This does not box the Union into a multi-year agreement if the total package offer is unacceptable.

SAMPLE "INITIAL PROPOSAL"

ARTICLE 8

Transfers

When the Company finds it necessary to balance a crew for safety and/or efficiency, it may temporarily transfer someone from one crew to another. This transfer will be for a maximum of ~~two (2) months~~ thirty days unless extended by the Company. The Company will attempt to accommodate the needs of the individuals involved.

\* THE UNION RESERVES THE RIGHT TO ADD TO, AMEND, AND/OR MODIFY THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS. ALL OTHER PROVISIONS, ARTICLES, AND UNDERSTANDINGS NOT ADDRESSED IN THESE PROPOSALS SHALL REMAIN AS THEY PRESENTLY EXIST.

Note: The above sample directly quotes the existing language of the Agreement and incorporates the proposed changes into that language. This format makes it easier to know what the changes may be without having to look through numerous documents to compare and analyze the proposed changes.

SAMPLE "INITIAL ECONOMIC PROPOSAL"

**IUE-CWA**  
A FORCE FOR WORKING FAMILIES AFL - CIO

Negotiating Committee, IUE-CWA Local 812xx

---

P. O. Box 11111  
xxx Main Street  
Indian Orchard, MA 01111  
(413) 543-xxxx

---

**Initial Economic Proposals:**

- Four and one half percent (4 ½ %) increase in hourly wages for all occupation codes.
- Increase Saturday bonus to \$1.05/hr.
- Increase shift premium to \$.95/hr.
- Employees will receive twelve (12) hours pay for holidays not worked.
- All employees will be allowed two pairs of safety shoes each year. The Safety Shoe Allowance is \$140.00 per pair. As an option, employees can purchase one pair for the price of \$200.00. Employees can use up to \$40.00 per certificate per year for foot related products. If these safety shoes are verifiably damaged in the course of employment during the year, the Company will provide replacements up to the certificate value. Safety Shoes are required to be worn in all designated areas of the plant.

\* THE UNION RESERVES THE RIGHT TO ADD TO, AMEND, AND/OR MODIFY THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS. ALL OTHER PROVISIONS, ARTICLES, AND UNDERSTANDINGS NOT ADDRESSED IN THESE PROPOSALS SHALL REMAIN AS THEY PRESENTLY EXIST.

## INFORMATION REQUESTS

In addition to the information the Union may request in its Notice to Negotiate Letter, there remains a continuation of information requests the Union should have ready to present to management. The Union may request any information that would help it during the negotiation process.

The National Labor Relations Act (the "Act"), 29 U.S.C. §§ 151-163, does not contain an express requirement that unions or employers provide each other with information to facilitate collective bargaining. Rather the obligation to provide information to a union arises from the Act's "collective bargaining" obligation. 29 U.S.C. §158(d). Since its inception, the National Labor Relations Board has construed the Act as requiring the parties to disseminate information that is relevant to the collective bargaining process. In one case, Allen, S.L., & Co., Inc., 1 NLRB 714,728 (1936), the Board held that the "Interchange of ideas, communication of facts peculiarly within the knowledge of either party is the essence of the bargaining process." The duty to furnish relevant information also exists for employer information requests from the union.

## **FAILURE TO PROVIDE INFORMATION**

If the Union makes an information request, and the employer refuses to provide relevant information to the Union, that is considered a failure to bargain in good faith, and is an unfair labor practice. One of the most common Section 8(a)(5) unfair labor practice charges involves the allegation that an employer has failed or refused to furnish information.

## MAKING AN INFORMATION REQUEST

The Union's demand for information can be either verbal or in writing. Additionally, a request for information must be specific and ask for necessary and relevant information. An employer is under an obligation to clarify an ambiguous or confusing request with the union shortly after a demand has been made, so be sure the request is clearly stated or written. If only part of the request is ambiguous or confusing, the employer must comply with the parts of the request that are not ambiguous or confusing. It is always best to make an information request in writing so in the event the employer does not comply with the request, there is a record of the request having been made in the event the Union files a Board charge.

The Union may request information during contract negotiations and during the life of a collective bargaining agreement. After the request has been made, the employer cannot unreasonably delay producing the requested information. If the employer unreasonably delays providing information, it may be a violation of Section 8(a)(5) when the circumstances suggest the employer delayed production of the information in bad faith.

Not every information request is valid. For example, the Union is only entitled to relevant information from an employer. Relevant information is information that is linked to the union's role as the employees' exclusive representative relating to bargaining needs, contract administration, or grievance responsibility. Sometimes an employer may claim that the request lacks relevancy. However, the general standard

for relevance is low. The information need only appear "reasonably necessary" to the union's function as the employees' exclusive representative.

Certain information is considered presumptively relevant. Presumptively relevant information is information pertaining to employees in the bargaining unit.

Presumptively relevant information requests could include: employee personnel files, work rules, names, addresses and telephone numbers of bargaining unit employees, wages, hours worked, and other terms and conditions of employment of bargaining unit employees is also presumptively relevant.

Information about how an employer sets its wages has also been found presumptively relevant. For example, in *General Electric Co. vs. NLRB*, 466 F.2d 1177 (6th Cir. 1972), the Board found, and a court enforced, that the employer had to reveal wage surveys used in developing the employer's wage structure. Insurance, health and welfare benefits, and pension benefit information also has been found to be relevant.

Some other examples of information that employers have been required to disclose include profit sharing plans, job classifications information; information on job assignments for bargaining unit employees; seniority lists; attendance records; worker's compensation policies; information on the use of temporary employees; the employer's transfer of operations between plants; information on equipment and specifications; and information used to determine lay-offs. The Board has also



required the disclosure of information on wages paid to employees at other plants maintained by an employer.

But, not all information requested by the Union is presumptively relevant. For example, information concerning workers outside the bargaining unit generally is not presumptively relevant. However, this generalization is not cast in stone. For example, in a recent negotiation at an IUE-CWA Local in Springfield, Massachusetts, the employer proposed that the bargaining unit receive the same benefits as the salaried employees. This proposal was because the bargaining unit employees received greater benefits in some instances than salaried employees. The Union made an information request to know all of the benefits received by the salaried employees. At first, the employer balked at providing the information. However, when pointed out that the information request was a direct response to the employer's proposal, the employer backed off of its proposal. (See sample information request below).

It has been held that an employer is not required to provide information in the precise form requested by the Union. However, information must be provided in a manner not so burdensome or time consuming as to impede the process of bargaining. However, employers must provide information that is not incomplete or is inaccurate. If the employer objects to the form in which the Union has requested information, the employer is required to advise the Union of its objection. Even then,

it is still the employer's obligation to offer to cooperate with the union in reaching a mutually acceptable accommodation.

An employer also does not have to comply with a request made in bad faith or designed to harass the employer. An employer may have to make a diligent effort to obtain information, but this does not include a requirement that the employer gather/create information that is not already in its possession. Information that does not exist does not have to be disclosed to the Union. In these instances, the employer generally must be able to explain the reasons to the Union why the information is not available.

### **REQUESTING EMPLOYER FINANCIAL INFORMATION**

In some instances, an employer's financial information may be relevant, even though the information about its sales and profits is usually considered confidential.

Whether an employer's financial information is relevant will turn on the employer's words and conduct. The pivotal case discussing the disclosure of an employer's financial information is *NLRB vs. Truitt Manufacturing Co.*, 351 U.S. 149 (1956). In that case, the Supreme Court required the disclosure of the employer's financial information to substantiate the employer's claim concerning its ability to pay increased wages and benefits. The Supreme Court held: "good faith bargaining necessarily requires that claims made by either bargainer be honest claims. This is true about an asserted inability to pay an increase in wages. If such an argument is important enough to present in the give-and-take of bargaining, it is important

enough to require some proof of its accuracy.” In another case, AMF Trucking and Warehouse, Inc., 342 NLRB No. 116 (2004), the Board discussed the assertion of inability to pay: “inability to pay means that the company presently has insufficient assets to pay or that it would have insufficient assets to pay during the life of the contract that is being negotiated.” An employer’s expressed unwillingness to agree to a union wage demand will not require an employer to make disclosure. Only when an employer’s words or conduct link a bargaining position to economic hardship will the rule in *Truitt* be implicated.

So, what does all of this mean? Simply put, it means that if the employer “pleads poverty” during negotiations, the Union can see the books. However, most employers are savvy today, and will not “plead poverty”. They will never admit that they cannot afford a wage increase. They will simply answer if asked if they cannot afford a wage increase that they prefer not to give a wage increase. If the Union has any chance to review the finances, it will have to try to connect any proposal to its economic roots for an information request to succeed. Without this link, the Union has no basis for a charge with the NLRB.

### **WHAT CAN A UNION REQUEST?**

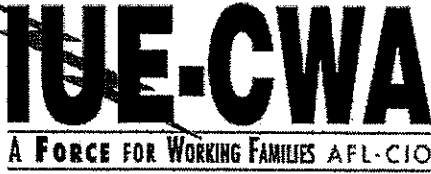
The following is a list of the various kinds of information that Unions may request.

Remember the Union must show this information is relevant.

- Accident Records
- Attendance Records
- Bargaining notes
- Client complaints
- Contracts (from other bargaining units)

- Contracts with suppliers
- Correspondence
- Customer contracts
- Customer complaints
- Customer lists
- Disciplinary records
- Employer memos
- Equipment specifications
- Health & Safety studies
- Inspection records
- Insurance policies
- Interview notes
- Job assignment records
- Job bids
- Job evaluations
- Job descriptions
- Names of witnesses
- OSHA logs
- Payroll records
- Pension contribution records
- Performance reviews
- Personnel files (with or without employee's consent)
- Piece rate records
- Production records
- Photographs
- Safety Data Sheets
- Salary records
- Security Guard records
- Seniority lists
- Subcontracting contracts
- Supervisor's notes
- Time cards
- Time study records and raw data

SAMPLE INFORMATION REQUEST



To: xxxxxxxx Company

From: IUE-CWA Local 812xx

Re: **Information Request**

Date: May 29, 2013

To assess bargaining positions and proposals, the Union requests the following information. These requests are limited to bargaining unit employees unless otherwise indicated. The Union reserves the right to ask for information beyond the bargaining unit where appropriate.

Unless otherwise indicated these requests should be construed as asking for this information for the last three years.

1. A list of current bargaining unit employees including their names, dates of hire, rates of pay, job classification, last known address, phone number, and date of completion of any probationary period.
2. A copy of all current company personnel policies, practices or procedures.
3. A copy of all documents that bargaining unit employees are required to sign.
4. A copy of any attendance policy or program.
5. Attendance records for all bargaining unit employees for the past three years.

\*Please provide in this request a notation on the copy of the attendance record of any employee who has been late, tardy or absent who has not been warned either orally or in writing.

6. Health and Safety Studies for the past three years.
7. Accident Records for all bargaining unit employees for the past three years.
8. Safety Data Sheets for all chemicals used and manufactured at the Springfield, Massachusetts xxxxxxxx location.
9. OSHA Logs for the past three years.

10. Copies of all disciplinary notices, warnings or records of disciplinary personnel actions for the last three years.

#### REGARDING OPERATION OF POWER EQUIPMENT

11. A list of all power equipment at the facility.
12. With respect to each such piece of equipment please identify the equipment, describe its function and location, and specify the individuals who are expected to operate the piece of equipment.
13. With respect to each such piece of equipment, please provide a copy of any manual or document describing its operation and use.
14. Please provide a copy of all accident reports with respect to the use of each such piece of equipment. (This is also covered in #7 above).
15. For each such piece of equipment provide a detailed description of the method by which it is to be operated.
16. A copy of every benefit plan of non-union employees of xxxxxxxxxx.
17. A copy and list of every term and condition of employment of non-union employees of xxxxxxxx.

The information requested pertains to the Springfield, Massachusetts xxxxxxxxxx location unless otherwise specified.

Please provide any new or updated information that may become available after these requests have been answered.

The Union believes that these information requests are valid and demand relevant information under the Labor Board standards. Please respond within one week.

The Union reserves the right to request further relevant and necessary information.

Yours truly,

Xxxxxxx Xxxxxxx, President

IUE-CWA Local 2xx &

Local 2xx Negotiating Committee

SAMPLE BLANK INFORMATION REQUEST FORM



To:

From:

Re: **Information Request**

Date:

To monitor and administer the current collective bargaining agreement, and to assess bargaining positions and proposals, the Union requests the following information.

The Union reserves the right to request further relevant information. Please provide this information by \_\_\_\_\_, 20\_\_\_. Please notify the Union immediately if there are any difficulties in providing any of this information.

Yours truly,

## COMPUTERS

It is a good idea to have a computer with a printer for use during negotiations. That way, the Union can respond to proposals or make counter proposals during a caucus. Also, the Union will be able to print information requests as necessary. If no computer is available, it is a wise idea to have some blank information request forms on hand during negotiations so that they may be used when the opportunities arise.

In addition to using a computer for language purposes, a good spreadsheet program, such as Excel, will make the economic negotiations easier. Proposals can be input and analyzed instantly with this program.

## SUBJECTS OF BARGAINING

There are three categories of bargaining subjects: Mandatory; Permissive; and Unlawful. Each category carries a different bargaining obligation.

"Mandatory" subjects of bargaining are those subjects that directly impact "wages, hours or working conditions." These subjects have also been referred to as those that "vitally affect" employees. This means that any subject that either party proposes to bargain over that impact any of these three areas has to be negotiated in good faith. These are subjects over which the parties must bargain if they are requested to do so by the other party. This does not mean however, that the parties have to reach agreement, but rather that they have to engage in the process. Mandatory subjects for the most part, tend to be reasonably straight forward.



- \* Examples of mandatory subjects include: fringe benefits, wages, shift premiums, overtime, premium pay, longevity, pay for training, vacations, holidays, sick days, hours of work, work schedules, grievance procedure, workloads, vacancies, promotions, transfers, layoff and recall, discipline and discharge, dues check off, on call pay, severance pay, pensions, health insurance, leaves of absence, tuition reimbursement, job duties, seniority, probationary period, testing of employees, rest and lunch periods, bargaining unit work, subcontracting, no strike clause, nondiscrimination, and even vending machine food prices.

"Permissive" or non-mandatory issues of bargaining are those which the parties may bargain over, but are not required. Permissive subjects do not relate directly to wages, hours, and working conditions. If the employer puts a permissive subject on the table, the union may engage in bargaining, but it is not obligated to do so. The union may agree to discuss the matter, engage in full bargaining and reach agreement on the issue, or decline to talk about it at all. That permissive issue then would be a dead issue. Either party may choose to keep it on the table, but they cannot force such an issue to impasse. Also, a strike over a permissive subject would be an unprotected activity, and unilateral implementation by the employer would be illegal.

- \* Examples of permissive issues are: definition of the bargaining unit (found in the recognition clause), retiree benefits, internal union matters (such as how

floor representatives are elected, the amount of union dues, union officer structure, etc.), Union ratification procedures, interest arbitration and make-up of the employer's board of trustees or directors.

This is an important category to keep in mind as the Union bargains. It is not unusual to get bogged down on an issue that the Union can simply identify as permissive and decline to continue bargaining over. For example, if the employer puts a proposal on the bargaining table to remove a classification of workers from the bargaining unit, like per diem workers. The Union may engage in the process and learn what the employer's concerns are, but the Union can at any time declare the issue to be permissive and refuse to continue bargaining over the item. The Union does not have to make any concession or come to any agreement over a permissive issue.

Note: Neither the Union or the employer can insist that there be a stenographic transcript of bargaining sessions. This includes tape or digitally recording negotiating sessions. This is a permissive subject of bargaining.

“Unlawful” or illegal subjects of bargaining. These are items that cannot be bargained over legally by either party. These issues violate a law and cannot be entered into a contract legally even if both parties agree.

- \* Examples of illegal subjects are: discrimination against a legally recognized group of people; hot cargo clauses (a provision allowing workers to refuse to

handle material or goods from a struck facility or on an "unfair" list); closed shop clauses (a provision that all employees are union members before being hired-made illegal under the 1947 Taft-Hartley provisions).

### BARGAINING IN GOOD FAITH – BARGAINING IN BAD FAITH

Remember, the law requires the Parties to negotiate IN GOOD FAITH over wages, hours, and other terms and conditions of employment, with the "intent" to reach an agreement. If the employer is simply going through the motions of bargaining with no intent to reach an agreement, the employer is not bargaining in Good Faith. This tactic is called "surface bargaining", and is a violation of the Act. For example, if the employer agrees to minor bargaining proposals, but refuses to budge on any major proposal, it could be surface bargaining. Other employer actions that may support surface bargaining may be delaying meetings, or putting a previously withdrawn proposal back on the table.

No "one thing" proves surface bargaining. The Board will look at the "totality of the circumstances" to see if the employer is only going through the motions. These are very fact intensive cases and require maintain excellent minutes and records of every aspect of bargaining.

Another employer "bad faith" action is to go around the bargaining committee and deal directly with the employees about terms and conditions of employment. The employer cannot "go around" the bargaining committee and make an offer directly

to the bargaining unit in an effort to undermine the Union committee's bargaining position.

"Take it or leave it" is another bad faith tactic that employers may use. This is also known as "Boulwareism", named after a General Electric personnel director who was negotiating with the IUE. In that case, Lemuel Boulware told the IUE at the onset of negotiations that the company had already evaluated the workers' needs and was putting forth its "first, last and best offer" on the table.

The company listened to the Union's counterproposals, but held to its position. Then the company made a widespread publicity campaign to convince the employees that the company's offer was the best. It criticized the IUE in its literature. The Board found that it was unlawful to make it appear that union representation was futile by acting as if there were no Union at all.

### **THE WORD THAT NO UNION NEGOTIATOR SHOULD EVER USE**

Sometimes bargaining in Good Faith will still result in the Parties not agreeing on a mandatory subject of bargaining. When this happens, a "deadlock" of positions may result. This is known as a bargaining **IMPASSE**.

The Union should attempt to avoid such an occasion because if there is, in fact, the dreaded "T" word, the employer may implement its last, best, and final offer without union acceptance.

As long as the Union maintains that it can change a position, or there is still room to negotiate, it is much more difficult for an employer to establish that an impasse exists. Every "impasse" case is fact specific to that particular set of circumstances and negotiations. Again, detailed and complete minutes and documentation for all of the bargaining will be critical to prove that no impasse exists.

Before a true impasse may be proven, the NLRB will look at the totality of the circumstances. Some of the things that will be considered are:

- bargaining history of the parties;
- good faith of the parties, which may include: the presence of delaying tactics, unreasonable bargaining demands, efforts to bypass the union, failure to designate an agent, arbitrary scheduling of meetings and whether the employer has withdrawn already agreed-upon provisions;
- length of negotiations, although no set number of meetings are required;
- importance and number of issues on which the parties are deadlocked;
- belief and statements of the parties as to whether impasse exists;
- Union's rejection of proposals without presentation of counterproposal or requesting more time to negotiate;
- Union's refusal to recommend a final offer to the rank-and-file for ratification;
- Union's withdrawal from negotiations without attempting to schedule more meetings; and
- Whether or not critical and relevant information requests have been appropriately responded to;
- Whether reasonable time existed for the union to review information supplied to it by the employer and analyze its impact on counteroffers.

## STRIKE ISSUES

For the purposes of this primer, we are concerned with two types of potential strikes:

1. Unfair Labor Practice Strike and 2. Economic Strike.

The difference between the two is whether or not the employees may be “permanently replaced” if a strike occurs. In both instances, strikers continue as employees, but unfair labor practice strikers have greater rights of reinstatement to their jobs.

The NLRB discusses an Economic Strike as follows: If the object of a strike is to obtain from the employer some economic concession such as higher wages, shorter hours, or better working conditions, the striking employees are called economic strikers. They retain their status as employees and cannot be discharged, but they can be replaced by their employer. If the employer has hired bona fide permanent replacements who are filling the jobs of the economic strikers when the strikers apply unconditionally to go back to work or settle the contract, the strikers are not entitled to replace the permanent replacements until the employer needs additional workers. Thus, the strikers are entitled to be recalled to jobs for which they are qualified only when openings in such jobs occur. In a bona fide Unfair Labor Practice Strike, the employer replacement workers cannot be permanent replacements and must be displaced by strikers when an unconditional offer to return to work is made by the union or the contract is settled.

As previously noted, it is always a good idea to have information requests ready to present to the employer. If the employer does not provide all of the requested information, and the information is critical to the negotiations, then if a strike does occur, it can be framed as an unfair labor practice strike because the employer has not provided the requested information necessary to bargain in good faith. If a strike is deemed an Unfair Labor Practice strike, then any strike breakers hired cannot become permanent unless the unfair labor practice is remedied.

Under the CWA Constitution, if a contract offer is rejected, the Local Union cannot simply go out on strike. There is a process that must be followed. These issues are very legal specific, and the IUE-CWA Staff Representative, Regional Directors and or Legal Department must be consulted if there is a question involving a possibility of a strike. No benefits will be provided absent approval by CWA to commence a strike. Note that simply because an agreement has been reached at expiration is not a reason to strike. Under the law, the terms and conditions of the contract, except arbitration, continue until an impasse has been reached. Thus, even at contract expiration, and even without an agreed to extension, members continue to report for work until CWA authorizes a strike.

### **MEMBER BENEFITS DURING A STRIKE**

- To receive any benefits from CWA a member **MUST** perform strike duty.

Strike duty may be any number of jobs or tasks as assigned by the Local, and the amount of time that is voted on by the membership to walk picket lines.

- Health Care: Normally, health care benefits are covered thru the end of the month, since the premiums have already been paid by the employer. If a strike should go into the next month, members' emergency health care will be taken care of by CWA, the Members Relief Fund. But any costs MUST be pre-approved by the Local Community Service Committee and be verifiable to meet the strict guidelines of CWA.
- If a member performs strike duty as assigned, each member on strike will be paid per week starting the 15th day for 2 weeks; after the 29th day, the amount increases. On the 57<sup>th</sup> day, the amount increases again for the duration of the strike. Members are responsible for paying taxes, a 1099 will be issued for amounts over \$600 and submitted to the IRS.
- CWA will not pay mortgage payments, but will do everything to assist the member in all possible ways to help keep the home intact.

### MOBILIZATION

The Union is the most powerful if the members are informed, active and educated. Mobilization is the strategy CWA uses to increase the Union's power by developing an informed and active membership. It is the strategy utilized to reach the Union's three major goals: negotiate contracts and ensure their enforcement; initiate effective community and political actions; and organize new members.

Mobilization consists of three parts:

1. Organization/Structure – Each Local must establish an internal structure where every member can effectively communicate with each other. Each Local



must have a mobilization coordinator and a network to establish contact with members so that every member can be contacted and materials can be distributed and collected in a relatively short period of time. This mobilization structure insures a two-way flow of contact: from the leadership to the members and from the members to the leadership.

2. Education – Each Local should establish a workplace network where members can be educated about the issues that confront the Local and what can be done about them as a Union. IUE-CWA provides research and educational materials to help Locals in an effort to create an informed membership. Locals should provide materials to the members through membership meetings, newsletters, the Internet, mailings and one-on-ones.
3. Collective Action – When the membership understands the issues, members can become actively involved in collective actions to win changes. Contract mobilizations include a wide range of activities including wearing buttons, standing up at work, informational pickets, and strikes. Political activities include rallies, lobbying, get out the vote and voter registration drives.

Many Mobilization activities occur around bargaining time. But Locals should have a functioning Mobilization structure so that activities can occur at any time...not just during bargaining. There is power in an informed and involved membership.

Mobilization efforts bring members together with a common goal. That goal can be a community project, speaking before a city council or supporting bargaining through

activities. The best negotiators in the world cannot achieve a good contract without the help of the membership through education and action.

Mobilization can mean the difference in obtaining a great versus a mediocre contract; the election of good candidates versus bad and the education of many members versus few. Mobilization is one of the most important activities that every Local should be involved in.

### **MOBILIZATION DOES MAKE A DIFFERENCE**

Union power is impossible without the full participation of an organized, educated and mobilized membership. We cannot protect ourselves or make any gains without it. A few leaders cannot do it alone. It cannot work if we only do it during Contract bargaining. It must be the way Locals function all the time.

# **STRIKE AUTHORIZATION**

## NEGOTIATIONS AND STRIKE AUTHORIZATION

Of all the many responsibilities that the officers of the Local have, few are as significant as preparing for and conducting contact negotiations. One of the first steps is to prepare well in advance. IUE-CWA and its service representatives are there to work with you toward concluding negotiations successfully, hopefully without a strike. Every negotiation faces a different set of conditions, and IUE-CWA wants to provide the resources to analyze the conditions and adjust to be ready, every time.

Toward that end, completion of the three month pre-assessment form is a good first step. By three months the bargaining team should be working with the Local's service representative to ensure that the information is completed and forwarded. Even Locals that are self-service will benefit from completing the form and providing it to Headquarters, because potentially contentious negotiations may require the assistance of the Division as an additional resource. It is no longer sufficient to have an experienced negotiating committee and a list of reasonable demands. Often securing a good contract requires in-depth knowledge of the entire corporate structure, not just your facility, as well as knowing the industry trends your employer faces. IUE-CWA wants to make sure that you are prepared at the appropriate level. Use of the three-month analysis form is the first step to being ready. Please work with your service representative to ensure compliance.

### STRIKE REQUEST FORM

The CWA process to receive strike authorization is a structured process that must be followed exactly. Without authorization no strike benefits will be provided, even retroactively.

Article XVIII of the CWA Constitution is the controlling legal document. In outline form it sets the following requirements:

The Local (or Locals when under a national contract) must conduct a secret ballot vote to strike.

The Local's request is then conveyed to the IUE-CWA President for transmittal to the CWA President, requesting that he seek CWA Executive Board approval to authorize a strike. This is accomplished by an email poll if the Board is not in session.

EB approval, when granted, is always given "subject to the CWA President setting the date".

The critical document to get strike authorization is the Strike Authorization Request Form. In addition to the hard copy provided in this book, an MS Word copy is available for download on the CWA website (go to For Locals/Forms Library/Additional Forms to download). This completed document must first be submitted to the Division President for review. After review and communications with the Local, and service representative as necessary, it is forwarded to CWA with the request to poll the Executive Board. This vote will be conducted and completed within a day or two, in the normal course of events, by email poll. Once the EB

has granted approval, there will then be extensive discussions with representatives of the CWA President's Office about when the President should set the date for a strike to commence.

There are two important factors that are different from the authorization to strike before our merger with CWA. The first is the use of the secret ballot vote. While a strike vote may be taken in advance of or during negotiations to signal to the employer the will of the membership, this is not the vote that the CWA requires for its evaluation of granting strike authorization. The strike vote for submission to CWA must be taken after the parties have reached a tentative agreement or been unable to. In short, CWA wants to know that the vote reflects that the members were evaluating the situation at the end, and they are actually ready to and are requesting to strike.

The second difference under CWA is that expiration of the contract, without ratification, does not permit a strike to commence. Because of the timing of the CWA process to authorize a strike, it is unlikely that authorization will be granted by the time of expiration. Therefore, while the authorization process is ongoing, the Union must continue to work pending the President setting the date. This can be accomplished by a formal agreement with the employer to extend the contract after a rejection or by simply showing up to work [the law requires an employer to honor the existing agreement, absent a lawful impasse, or they must lockout (in the event of a lockout CWA automatically authorizes strike benefits)]. Obviously it is critical that the Local be working very closely with the service representative and the Division to insure compliance with the CWA process. Use of these forms is the first critical step toward that end.

**THREE MONTH BARGAINING PRE-ASSESSMENT FORM**

(To be completed three months prior to contract expiration)

Date completed: \_\_\_\_\_

1. Local: \_\_\_\_\_ 2. Employer : \_\_\_\_\_

3. Is employer part of a larger corporate entity? \_\_\_\_\_  
If so, identify:

\_\_\_\_\_

4. Type of work and product:  
\_\_\_\_\_

5. Who are the major customers for the products produced? \_\_\_\_\_  
\_\_\_\_\_

6. Contract expiration date: \_\_\_\_\_

7. Number in bargaining unit: \_\_\_\_\_ No. of members: \_\_\_\_\_ No. of stewards: \_\_\_\_\_

8. Date(s) of last steward training: \_\_\_\_\_ No. in attendance: \_\_\_\_\_

9. Is there a mobilization structure? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, are there plans to establish a structure? \_\_\_\_\_  
When and for what was mobilization last used? \_\_\_\_\_  
\_\_\_\_\_

10. Are Union worksite meetings held? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, describe other types of meetings: \_\_\_\_\_  
\_\_\_\_\_

11. Describe any signs of membership dissatisfaction (dropouts, leaders quitting,  
management campaigns) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has anything been done about dissatisfaction? \_\_\_\_\_  
\_\_\_\_\_

12. Rate the ability of the bargaining unit by itself to affect production.  
None \_\_\_\_\_ Some \_\_\_\_\_ Significant \_\_\_\_\_

13. How did bargaining go last time? What were the major Company and Union issues?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Who will be on the bargaining committee, and have they served previously?  
\_\_\_\_\_  
\_\_\_\_\_

15. Has ownership of the employer changed since the last contract negotiations?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If "yes," when and what was the nature of the change (sale, merger, reorganization, etc.),  
and did the change result in modifications to the contract? \_\_\_\_\_  
\_\_\_\_\_

16. Has the employer changed local management since the last contract? If so, who and  
why? How has the change affected the Union?  
\_\_\_\_\_  
\_\_\_\_\_

17. Is the employer introducing new technology that may eliminate bargaining unit jobs?  
Yes \_\_\_\_\_ No \_\_\_\_\_

18. Does the Employer use any form of lean manufacturing at your facility? \_\_\_\_\_  
Is there Union participation in its implementation? \_\_\_\_\_

19. Are there health and safety issues at your facility? \_\_\_\_\_  
\_\_\_\_\_

20. Has the employer acquired or is it planning to acquire new production facilities where  
bargaining unit work will or could be moved?  
Yes \_\_\_\_\_ No \_\_\_\_\_

21. Is the Local's relationship with the employer the same, better, or worse than at the time of  
the last contract negotiations?  
Same \_\_\_\_\_ Better \_\_\_\_\_ Worse \_\_\_\_\_

22. Are there any indications that the employer is seeking to undermine employee support for  
the Union?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If "yes," describe the employer's actions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. Is the employer in financial distress?

Yes \_\_\_\_\_ No \_\_\_\_\_

24. When was the last economic analysis of the Company performed?

\_\_\_\_\_  
Persons completing this form:  
\_\_\_\_\_

**NOTE: Mail/fax/e-mail completed form to:**

**IUE-CWA Legal Department  
2701 Dryden Road  
Dayton, OH 45439  
Fax: 937-298-2636  
E-Mail: [IUE-CWALegal@iue-cwa.org](mailto:IUE-CWALegal@iue-cwa.org)**

**and**

**your Staff Representative and his Regional Director.**



## **Step 2: Strike Request Authorization** **Made to the Executive Board**

The Constitution states that after a strike vote has been taken and a strike is imminent, and the Vice President has notified the President, the President shall notify the Executive Board within 10 days to determine the action to be taken. Prior to a Board Poll to request strike authorization, the responsible Vice President must provide the following information.

1. General Information
  - a. Date of request: \_\_\_\_\_
  - b. Local Number: \_\_\_\_\_
  - c. Vice President designated Key bargaining Contact:
    - i. Phone Number: \_\_\_\_\_
    - ii. Cell Phone Number: \_\_\_\_\_
  - d. Appropriate District, Division, and Sector Vice President supports. Names of Approving Officers: \_\_\_\_\_
  
2. Employer Information
  - a. Employer Name: \_\_\_\_\_
  - b. Services, Products or Line(s) of Business: \_\_\_\_\_
  - c. Number of CWA-represented employees in bargaining unit:  
\_\_\_\_\_
  - d. Number of members/non-members by local (if more than one local is involved): \_\_\_\_\_
  - e. Number of work locations: \_\_\_\_\_
  - f. Total number of employees at parent employer: \_\_\_\_\_
  - g. Total number of CWA members at parent employer: \_\_\_\_\_
  - h. Employer website address: \_\_\_\_\_
  
3. Bargaining Status
  - a. Contract expiration date: \_\_\_\_\_
  - b. How many bargaining sessions have been held: \_\_\_\_\_

- c. Date of last bargaining: \_\_\_\_\_
- d. Dates of future bargaining sessions: \_\_\_\_\_  
Summary of bargaining (include specific management demands and proposals that are major problems)\_\_\_\_\_
- e. Who is top employer contact and what is their title: \_\_\_\_\_

4. Strike Vote and Preparation

- a. Date of strike vote: \_\_\_\_\_
  - i. Number of eligible members: \_\_\_\_\_
  - ii. Number voting "yes": \_\_\_\_\_
  - iii. Number voting "no": \_\_\_\_\_
- b. Is local in legal position to strike:  YES  NO
  - i. Have the legal notices been properly given:  YES  NO
  - ii. Have the notices required by the contract been properly given:  
 YES  NO  
If YES to (i) or (ii) , provide copies of notices.
- c. Is the bargaining unit in the public or health care sector:  
 YES  NO
- d. If the unit is a public sector, what is legal authority to permit a strike if the President sets the date: \_\_\_\_\_
- e. If the unit is governed by the health care requirements of the NLRA, has notice been provided:  YES  NO  
If so, please provide a copy.
- f. Has local set up strike and welfare assistance machinery in accordance with CWA rules:  YES  NO
- g. Has a request for a Defense Fund Grant been made:  
 YES  NO  
If so, please append and skip any duplicate questions below.

5. Bargaining Status/Power Analysis

- a. Describe the nature of the work performed and the ability of the employer to secure alternate/replacement skilled workers :  
\_\_\_\_\_
- b. What is our strategy if permanent replacements are hired:  
\_\_\_\_\_
- c. Can the work be transferred to another plant or facility:  
 YES  NO
- d. Have Labor Board charges been filed:  YES  NO
- e. Are there other unions with contracts with the employer:  
 YES  NO
- i. What are their contract expiration dates: \_\_\_\_\_
- ii. Have they been contacted:  YES  NO
- iii. Do they have the same issue/issues:  YES  NO
- iv. Do you have copies of their agreements:  YES  NO

6. Mobilization Assessment

- a. Does the local(s) have a mobilization structure:  YES  NO  
If yes, describe: \_\_\_\_\_
- b. Provide specific summary of membership/community mobilization actions up to this date. Include number of members participating in actions or percent of members participating. List type of actions and provide numbers of projects and outcomes: (For example, if a letter writing campaign is underway, provide the number of letters sent. If a petition drive is underway, list the number of signatures obtained. Quantify actions as much as possible.) \_\_\_\_\_
- c. Is the employer or this product subject to:
- i. community pressure:  YES  NO
- ii. Product boycott:  YES  NO

iii. Shareholder/investment community pressure:  
 YES  NO

iv. Does the employer contract with state or Federal  
government:  
 YES  NO

v. Does the employer enjoy any tax or other governmental  
subsidies:  
 YES  NO

d. List any allies or partners who are supporting this campaign  
and specifically what they have committed to do: \_\_\_\_\_

e. What is the business plan/focus for employer/parent; how  
does this location relate to the overall employer: \_\_\_\_\_

7. Strike Tactic Assessment

a. Why do you think a strike will be successful: \_\_\_\_\_

b. How long do you estimate it will take for a strike to be  
successful or have an economic impact on the employer: \_\_\_\_\_

c. How long do you estimate members will strike: \_\_\_\_\_



# Conducting A Successful Strike



Communications  
Workers  
of America

# Conducting A Successful Strike

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# Contract Expiration Options

Just as we prepare each grievance as if it were eventually going to arbitration, we must prepare (through mobilization) each bargaining unit as if we were eventually not going to reach a settlement. Remember, it's too late to build a mobilization structure, educate and involve the members once the contract has expired. This work must be done months earlier.

There are several strategies (options) available to the union at the expiration of the contract, including:

- Settle
- Extend by mutual agreement (with or without inside strategies)
- Work without a contract (inside strategies)
- Strike

Which option we pursue is a strategic decision that must be made by those responsible for the negotiations.

Keeping the employer in doubt as to which option we pursue is a conscious strategy that greatly strengthens our position. This is because the employer cannot effectively predict CWA's action and, therefore, plan for it. If the employer is not sure CWA will strike at expiration, they will be less willing to spend the money to prepare for a strike (hiring replacements, training management, etc.).

If, on the other hand, the employer knows that the only option CWA is considering is to strike, the employer gains a great deal of power and control over the situation. This is because the

employer can plan for a strike and perhaps even force a strike.

Predictable players are the easiest to beat. In any contest, the player who can anticipate his or her opponent's next move has the greater advantage. The more options we have at expiration of our contract, the stronger we are and the more difficult it is for the employer to plan.

This strike manual is intended to help CWA Locals and staff in the event the Union decides to pursue the strike strategy.





# Eight Key Elements To Running A Successful Strike

Over the years CWA has learned what it takes to run a successful strike where it matters most, in the Local. Below we have boiled down these experiences into eight key elements.

## 1 Prepare the members— Membership Mobilization

In order to win good contracts we must have a strong mobilization program with a workplace structure that allows us to reach each and every one of our members, keep them informed on the issues and get them involved in collective actions. Strong membership mobilization before a strike puts us in the strongest position going into a strike.

The workplace mobilization structure can be used prior to the strike to sign up members for picket duty. Once the strike begins, the Local Mobilization Committee can become the Picketing Committee.

## 2 Establish an effective Local strike structure.

During a strike there are a number of critical functions that must be taken on by Local activists. Every Local must have one strike coordinator who oversees the entire Local strike effort. In addition, every Local needs the following positions and committees:

- Local Strike Coordinating Committee (consists of chairs of other committees and the local strike coordinator)

- Defense Fund and Community Services Committee and chair
- Picketing Committee and chair
- Membership Communications Committee and chair
- Public Communications Committee and chair

Locals may decide to set up other strike committees, but these are the core functions that need immediate attention.

## 3 Keep members informed about bargaining and updates.

A strike is a stressful situation for everyone. The most difficult part is not knowing how long it will last. The Local can help by providing frequent daily communications with members. Even if nothing happened at the bargaining table, daily communications on strike action across the bargaining unit can keep morale up. Many Locals find it useful to distribute a daily strike bulletin to pickets as well as maintaining an answering machine with a daily message and a local web site that members can go to for the latest information.

## **4** Be there when the member needs you.

A strike is not a five-day-a-week 9–5 endeavor. During a strike the union needs to be available to the member in need 7–24 (7 days a week, 24 hours a day). Cell phones make this kind of availability possible for even the smallest locals. Officers can take turns providing coverage and returning late night emergency calls. If a member has an emergency, they need to be able to talk with someone right away.

## **5** Recruit and train a Local Defense Fund Committee and chair before the strike starts.

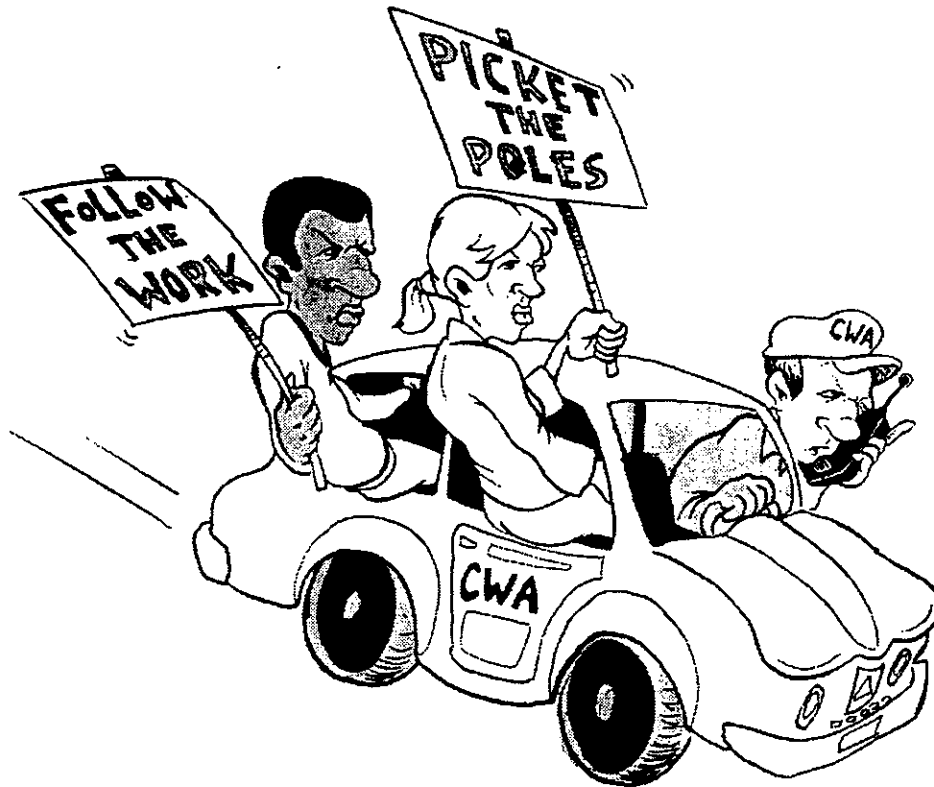
It is very important to have a trained Local Defense Fund Coordinator and to have the distribution of Defense Fund checks go smoothly. In addition, desig-

nated members of the Defense Fund/Community Services Committee must contact the AFL-CIO Community Services staff and identify and secure community resources that can be accessed by the strikers. Members of the Defense Fund Committee also are responsible for handling strikers' questions and concerns regarding health care coverage and expenses. It's important to keep all personal and financial information confidential.

The Defense Fund and Community Services Committee should have a private space where members can provide personal information.

## **6** Engage every CWA member actively in the strike.

Every striker must contribute a set number of hours a week to the strike. Everyone should have an assignment.





Those who are unable to do picket duty should be given other strike duties.

## **7** Keep our message for the public simple and compelling.

It is the job of the Public Communications chair and committee to have a simple explanation for the public of why we are on strike. The basic message needs to be circulated to picket lines and activists so that any member can communicate it when asked by the media. In addition, the committee needs to reach out to the media and keep them informed and on our side.

## **8** Be creative with picketing.

Try something different. Mobile pickets have been very effective in a number of our strikes. Distribute a one-page strike update flyer on the lines a couple of days a week or daily if possible. Invite guest musicians and/or public figures on the line or hold a mass rally. Sponsor a picnic for members and their families. Select themes for picketing once a week (bring your kids day, wear green for greed day, bring your pet day, etc.). Give out inexpensive box cameras to a different picket line each week and display photos on a web site or flyer or at the Local hall. Give picket captains weekly strike benefit checks for distribution to strikers on the line.



# Setting Up A Local Strike Structure

Conducting a successful strike requires identifying clearly who is responsible for what. The first step is to designate one person as the overall Local Strike Coordinator.

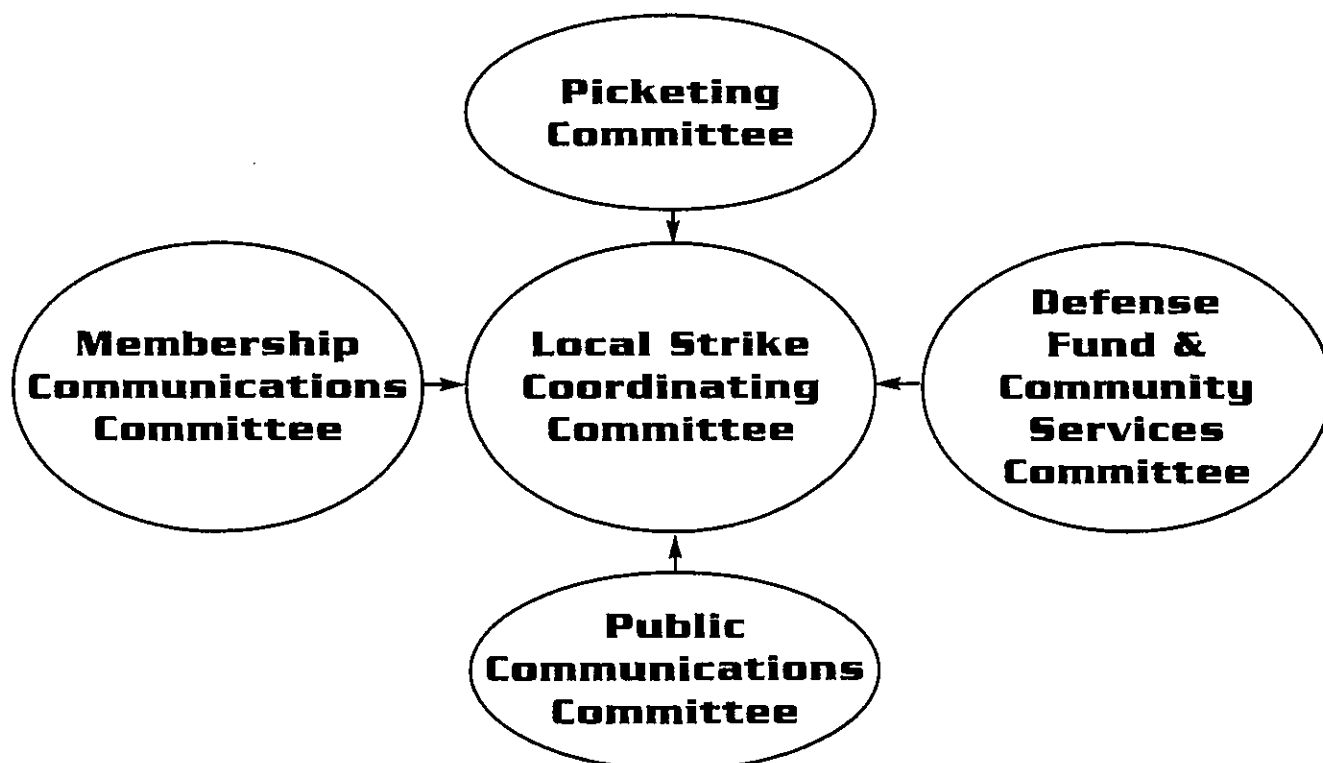
In addition, there are five major committees or areas of responsibility that must be staffed when conducting a strike. Each committee must have a chair who is responsible for making sure the work gets done. The committee chairs and the Local Strike Coordinator make up the Strike Coordinating Committee.

1. Local Strike Coordinating Committee
2. Defense Fund and Community Services Committee

3. Picketing Committee
4. Membership Communications Committee
5. Public Communications Committee

## 1 Local Strike Coordinating Committee

The primary task of this committee is to organize, well in advance of the contract expiration, the daily operations of the strike. This committee should be



composed of the chairs of the various strike committees and the Local Strike Coordinator. The major duties of this committee are:

- Set up committees, recruit committee chairs and committee members
- Assign specific areas of responsibilities to committees
- Make plans for office space
- Make arrangements for extra phone lines/cell phones/recorded message line
- Schedule training for the defense fund coordinator
- Post lists of committee members and phone numbers in office and distribute to officers
- Set up schedule for office phone coverage
- Meet frequently (or conference call) to assess operations and make modifications

## **2** Defense Fund and Community Services Committee

- Get training/review Defense Fund guidelines
- Set up separate bank accounts for Defense Fund monies
- Find out from the District how to handle medical/hospital/medication expenses.
- Contact the AFL-CIO Community Services staff and set up training.
- Set up a space/place for the Defense Fund Committee (need some private space for sensitive and confidential conversations with members)
- Establish committee hours for mem-

bers who have questions/concerns/special needs.

- Set up a system for writing and distributing Defense Fund checks. We recommend that MRF checks be distributed on the picket line. This method has been effective in swelling the size of the lines.
- Collect a Defense Fund certification form for each striker
- After strike—prepare 1099 Forms for all strikers receiving \$600 or more

## **3** Picketing Committee

- List all work locations
  - Recruit picket captains for locations
  - Prepare picket signs
  - Prepare a picket duty roster by shift for each work location (before strike begins)
  - Recruit activists for mobile pickets (if appropriate)
  - Train mobile pickets and set up a schedule and deployment strategy.
  - Set up schedule for getting drinks/coffee/water to picket lines
  - Picket captains and mobile picket captains should have cell phones
  - Distribute “The Do’s and Don’ts of Picketing” (printed in this manual) to all picket captains
  - Picket captains should distribute “The Do’s and Don’ts of Picketing” to all pickets
  - Distribute MRF checks through captains on the line
- Locals have had great success using the workplace mobilization structure



to sign up members for picket duty *before the strike begins* and turning the Local Mobilization Committee into the Picketing Committee when the strike begins.

#### **4 Membership Communications Committee**

- Set up strike update phone line.
- Produce daily strike bulletin that gets delivered to the picket lines. This can be a one-page flyer. Make it fun. Include pictures/quotes/cartoons/bargaining updates...
- Consider setting up a web site for members to get strike updates/photos/information.

#### **5 Public Communications Committee**

- Develop a simple message for the public/media that explains why we are on strike
- Provide as many activists as possible with the capsule message. This is particularly important for picket captains.
- Update the public/media message as needed
- Respond to employer attacks on CWA
- Communicate with reporters; keep them informed

# Strike Preparation Checklist

## I. Before Strike Begins

- List of work locations
- List of stewards/activists per work location
- Updated steward/activist phones/email list
- Set up a web site for members (if appropriate)
- Plan for Local Hotline and phone line for recorded update messages.
- Strike duty-hours per week required of each member

### *Recruit for the following:*

- Local Strike Coordinator
- Defense Fund and Community Services Committee Chair
- Defense Fund and Community Services Committee
- Picketing Committee Chair
- Picketing Committee
- Membership Communications Committee Chair
- Membership Communications Committee
- Public Communications Committee Chair
- Public Communications Committee
- Extra phone lines
- Cell phones
- Office space arrangements (for committee meetings)
- Meeting space arrangements (for mass rallies, meetings)
- Prepare picketing schedule (locations/ shifts/number needed)
- Recruit members for mobile pickets (if appropriate)
- Prepare general game plan for mobile picketing
- Conduct Picket Captain training

- Two sets of membership mailing labels ready
- Heavy duty stapler/tape/markers for picket signs
- Prepare flyer on members' health care coverage during strike (get information from District)
- Local budget to support strike effort

## II. Once Strike Starts

- Arrange with management for last paycheck distribution
- Activate Local Hotline and phone coverage
- Distribute information on health care coverage
- Open separate bank account for defense fund monies
- Meet with AFL-CIO Community Services representative
- Arrange with lawyer to handle legal matters (check with District)
- Press release with our public message

### *Picketing:*

- Chart of work locations/shift/ number of pickets needed
- List of Picket Captains and shift
- Mobile Picket Captains and plan
- Picket duty roster by location and shift
- Checkoff list for distribution of picket signs
- Delivery schedule for drinks drop-off at picket lines.
- Megaphone (if needed)
- Picket line "Do's and Don'ts" flyer in quantity for Picket Captains (flyer in this manual)
- Poster board paper



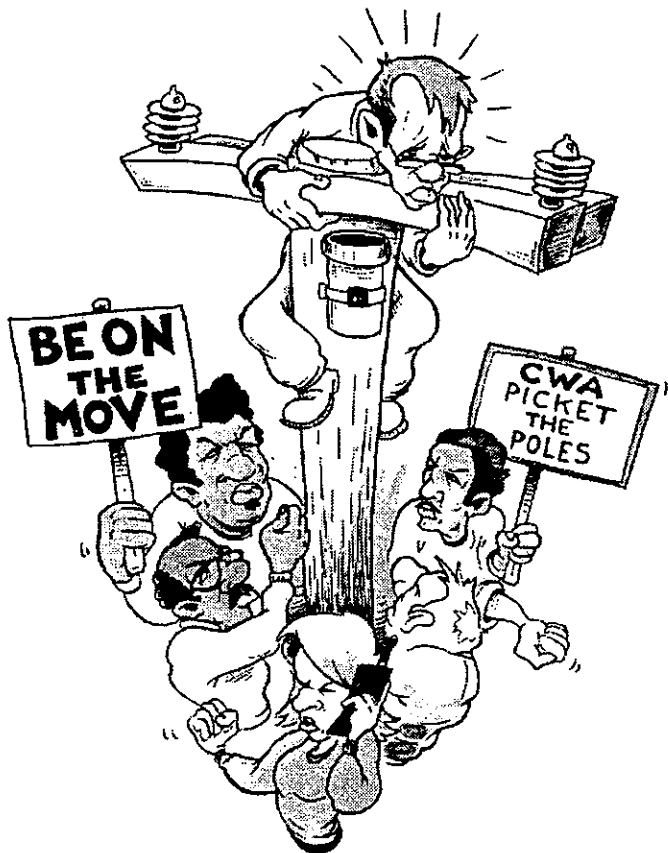
# Picketing Committee

The Local should have one person who has overall responsibility for picketing. In this manual we will refer to this person as the Picketing Committee Chair. In addition, each major picket line and mobile picket squad needs a Picket Captain. If possible, the Picket Captains and the Picketing Committee Chair should have cell phones so they can keep in contact and report any problems or call for assistance.

CWA Locals have had good success with using their workplace mobilization structure prior to the strike starting to sign up members for picket duty. Once the strike begins, the Local Mobilization Committee is turned into the Picketing Committee.

## **Responsibilities of Picketing Committee and Chair**

- Recruit Picket Captains
- Train Picket Captains
- Make sure that all major picket lines are staffed
- Use flexible and mobile picket squads (if applicable)
- Establish a picket SWAT team (15-20) to fill in when members don't show up on the line
- Distribute "Do's and Don'ts of Picketing" to picket captains (flyer in this manual)
- Maintain safety and discipline on the line
- Keep up morale of pickets by using creative picket themes (bring your kids day, bring your pet day, borrow large paper puppets from non-profit group, etc. )
- Schedule guest pickets. Local officers should visit frequently, but also recruit other community folks: singers, supportive neighborhood merchants, a delegation from another union, etc.
- Keep pickets informed (urge Communications Committee to provide frequent strike bulletins to distribute to the line)



- Hold regular meetings with picket captains—share ideas for creative picketing
- Develop distribution plan for signs, clipboards, drinks, MRF checks

### **Responsibilities of Picket Captain**

- Maintain schedule of picket duty
- Establish picket schedules for specific days/hours so members can plan lives and part-time work
- Establish contact/relationship with police
- Maintain a sign-up sheet per line so union knows who is meeting strike duty
- Keep copies of “Do’s and Don’ts of Picketing” at the line and give one to every member
- Keep major picket lines well staffed
- Maintain safety and discipline
- Arrange for water/coffee/rest rooms
- Keep things fun and interesting
- Keep members on pickets informed. Provide them with information daily.
- Carry a cell phone if at all possible
- Picket sign language has legal implications. If unsure, check this out with union attorney through staff.
- Distribute MRF checks on the line (strikers sign that they received check)
- Ask picketers to wear a certain color
- Follow up with members who have stopped showing up at picket lines. Find out if there is a problem that the local can help them with.
- Report illegally parked management cars to police
- Picket Captain has the authority to dismiss anyone who is engaged in inappropriate behavior or who needs a break

# The Do's and Don'ts of Picketing

## Instruction to CWA Pickets and Handbillers

**1** It is your constitutional right to picket your employer and pass out handbills during a strike. Your picketing is a form of free speech protected by the first amendment.

**2** Your rights to strike, picket, handbill, and engage in other forms of concerned activities as workers are also guaranteed by Section 7 of the National Labor Relations Act.

**3** When you are picketing:

- a. Ask workers who have not yet honored the picket lines to do so, even if they are not members of the union. Section 7 protects them from employer discipline when they refuse to cross a picket line.
- b. Ask the public not to patronize the employer, and ask persons making deliveries to the employer to honor your picket line. This does not apply if picketing is only "informational."
- c. Communicate with customers in a courteous manner and thank them for their support. Tell them why you are striking.
- d. Cooperate with police officers and obey their instructions. If there is a problem, obtain the officer's name, department affiliation, and badge number and report information about police actions to the Picket Captain and/or your CWA Local.
- e. Picket only where assigned by your CWA Local and Picket Captain.
- f. Maintain peaceful and orderly picketing.
- g. Keep moving and maintain adequate space between pickets to allow for access through company entrances and gates.
- h. Do not use foul or abusive language to customers or others in vicinity of picket lines.
- i. You have the right to call strike breakers "scabs." You may add descriptive adjectives such as "lousy scab." You must not use any derogatory language regarding a person's race, ethnic origin, religion, gender, age or sexual preference.
- j. Do not threaten customers or others.
- k. Do not physically touch any persons approaching or crossing picket lines.
- l. Do not make any statements to police, reporters, TV/radio, managers or security agents. Refer all questions to the Picket Captain or Local Union officers.



- m. Do not litter, keep the area clean.
  - n. Do not drink alcoholic beverages or bring any non-prescription drugs with you to picket duty.
  - o. Picket only the employer being struck and the workers performing the work of the employer being struck. Do not picket gates “reserved” for employees of so-called “neutral” employers. Ask Picket Captain if you have questions about reserve gates.
  - p. Report any incidents involving threatening or dangerous behavior by strikebreakers to Picket Captain and/or Local Union. Make note as to what happened (date, time, place, description of individuals, witness names).
  - q. Do not interfere with traffic beyond what pedestrians normally are entitled to do.
  - r. Do not argue with other pickets. If you have a problem, take it to the Picket Captain.
  - s. Thank everyone for their support.
- 4** If you have any questions regarding where you can picket or how you can conduct strike activities, contact your Picket Captain or Local Union. CWA staff and legal advisors will be available during any strike to answer questions and assist in the maintenance of effective picket lines.

# Defense Fund and Community Services Committee

## Local Defense Fund and Community Services Committee Responsibilities

- distribute CWA strike benefits and maintain records
- utilize the AFL-CIO Community Services training and resources
- assist members with financial hardships
- assist members with medical/hospital/medication needs
- refer members who need counseling to appropriate professional

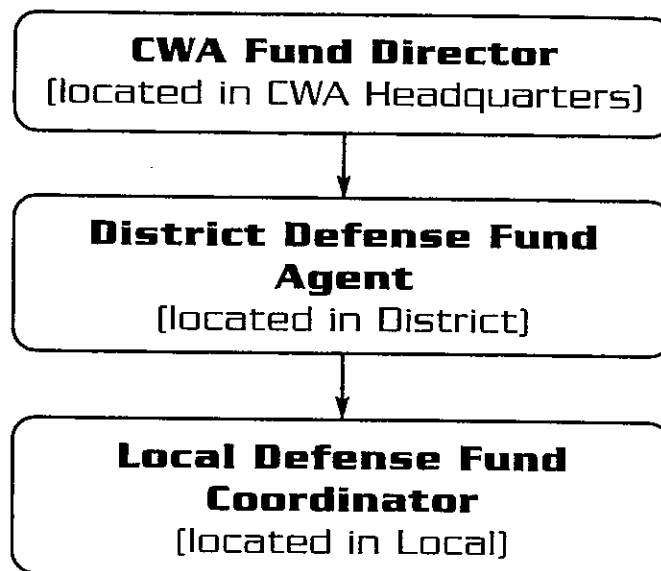
## CWA Defense Funds Overview

CWA has two Defense Funds:

- The Defense Fund provides assistance to the Union, its Locals, and officers and agents who are involved in a labor dispute.
- The Members' Relief Fund provides assistance to strikers and victims of bargaining strategies.

The CWA Executive Board appoints a Fund Director who administers and operates the fund and each District ap-

points a Defense Fund Agent. When a strike occurs, Locals must appoint a local Defense Fund Coordinator. In addition, the convention has established a committee to monitor the fund and make recommendations to the convention delegates on changes to the rules. A percentage of member dues goes into the Funds.



NOTE: *This is a general overview—it is important that Local Defense Fund Committees carefully read the CWA Defense Fund and Members' Relief Fund Rules and Ground Rules.*

## Membership Relief Fund Benefits

Membership Relief Fund Benefits may be paid out using one of the following three methods:

1. Flat payout each week regardless of need.

<u>Length of Strike</u>	<u>MRF Benefit</u>
Day 1–14	None
Day 15–28	\$200 per week per striker
Day 29–end	\$300 per week per striker

Payments end on the seventh day following the end of the strike.

2. A need basis.
3. A uniform combination of need basis and flat payout.

A uniform method of payout to strikers must be determined by the Locals for each employer group within a District. More details on this can be found in the Defense Fund and Members' Relief Fund Rules and Ground Rules.

## Defense Fund

The following expenses may be paid from Defense Fund with proper authorization. The following is not a complete list of expenses covered. See the Defense Fund Rules and Ground Rules for complete list.

1. Necessary placards, arm bands, handbills, picket line refreshments
2. Necessary medical and hospital expenses
3. Necessary rentals of meeting halls, strike headquarters over and above any normal Local space. Normal office operating expenses of Local fa-

cilities remain the responsibility of Local.

4. Necessary communications expenses, postage, and office supplies directly related to strike activity over and above normal activities.
5. Necessary actual travel expenses for strikers, stewards, representatives and agents incurred in strike activity. No payments are authorized for picket duty or any strike duty.
6. Locals must maintain records of all Defense Fund expenditures. Such records must be maintained on forms provided by CWA. Locals must make a complete financial accounting of monies received and submit a final report with receipts, and canceled checks within 90 days after the termination of the strike.

## Local Defense Fund and Community Services Committee "To Do" List

1. Locals must set up two separate bank accounts for these fund monies. Defense Fund and Members' Relief Fund monies must be deposited in separate checking accounts entitled CWA Local XXXX Defense Fund and CWA Local XXXX Members' Relief Fund. These two accounts must be kept separate from all other funds of the Local.
2. Strikers must be informed of the days/hours the Committee is available.
3. Local Defense Fund Committee members should attend training on CWA Defense Fund administration.
4. The Local Defense Fund Committee

should contact the District to get briefed on how to handle emergency medical and hospital expenses for strikers and their families.

5. The Local Defense Fund Committee members should contact and meet with the AFL-CIO Community Services staff and utilize their resources/training.
6. Checks drawn from MRF/Defense Local checking accounts must bear the signature of at least two Local officers.
7. Any administrative expenses incurred by the Locals in connection with the administration of the Funds are to be paid from the regular administrative funds of the Local.
8. A list of authorized strike expenditures from the Defense Fund can be found in Part IV section C of the CWA Defense Fund and Members Relief Fund Rules.
9. A Local is responsible and held accountable for any Fund money that may have been disbursed by the Local in violation of the Defense Fund rules or in excess of the amount advanced it from the Funds.
10. Each Local must make a complete financial accounting of all Defense Fund monies received/dispensed and submit a final report to the District Defense Fund Coordinator within 90 days after the termination of a strike. The Local shall retain all supporting documents for five years.



## **AFL-CIO Community Services**

The AFL-CIO Community Services staff are available in most geographic areas to assist with training and resources. The AFL-CIO can be helpful in providing guidance and training, such as:

1. Dealing with landlords/mortgage companies on past due amounts
2. Keeping utilities up and running
3. Getting necessary maintenance medicine (like insulin, etc.)
4. Food bank
5. Dealing with creditors especially credit cards
6. Psychological counseling and assistance





# Membership Communications Committee

The Membership Communications Committee has a very important job—to get information to striking members in a clear, factual and timely basis; to help mobilize members; and to effectively quash the rumors that sometimes arise when a union is on strike. Following are some suggestions in developing the Local's membership communications plan:

This committee should be working well in advance of a strike to build the internal communications network needed to make sure members get the facts in a strike situation. This means starting several months out; to update mailing addresses, update phone numbers for a telephone tree, put together e-mail address lists of members, start a web page if the local doesn't already have one, and get a telephone message line ready to go, so members will be able to call in for updates during negotiations and beyond.

**1** **Communication with the membership is critical** to keeping members mobilized and a strike intact. A regular—and frequent—strike bulletin is essential. There are a number of ways information can be distributed; it's im-

portant to use as many formats as possible to make sure members have all the news they need.

A written daily news bulletin should be ready to distribute to members on the picket lines in the morning, with a stack of copies on hand at strike headquarters. That same information should be e-mailed to members, to reach the largest number of members possible. The bulletin also could be distributed to the local AFL-CIO and other unions supporting the strike so they know the schedule of events.

**2** **This daily bulletin doesn't have to be extensive or complicated.** It could fill one side of a standard size, 8<sup>1</sup>/<sub>2</sub> by 11 inch sheet. Put the day and date at the top, and indicate that it's Bulletin 1, 2, 3, and so on, so members know they're getting the latest news. The bulletin should provide an update on negotiations, an overview of any new developments and announcements of rallies and other special events. It can include reprints of positive media coverage, a message from officers that reiterates the Local's goals, personal stories from the picket



line and messages of support from other community groups. It should be clear and easy to read.

**3** Establish a telephone message tape system so members can call any time for the latest strike and bargaining information. These taped messages must be updated daily, even if the local doesn't have new developments to report. These phone tapes are very valuable, because they help relieve members' anxiety about "not knowing what's going on." Remember that reporters or management will be calling in as well, so don't use this tape system to convey strategy or other private information.

**4** Expand the Local's website to include a members-only site, where the local can be assured that only members will have access to the

information. This requires advance preparation, to prepare the site and set up the password system. Once it's in place, the local can continue to update bargaining developments and include late-breaking news.

Continue to use the Local's public website for any news you want the public—and the company—to see. That would include the Local's "public" message—see chapter 7 for more information on this—as well as statements of support from the community.

**5** For your bulletin and the Local's newsletter, solicit comments, articles, poems, photos—especially photos of children and pets who might be at a solidarity event or on the picket line—and even gripes. Keep a box at strike headquarters where strikers can drop off their materials.

**6** Prepare meeting announcements—include notice of the ratification meeting. The committee should be prepared with an up-to-date mailing list if a union-wide mailing is necessary. If a telephone bank is available, the committee should organize and schedule members for phone banking, to notify members of very important events. A telephone tree can help the committee contact a large number of members, but it only works if everyone does their assignments, so follow up with those who promise to make phone calls.

**7** Controlling rumors is an important task for this committee. Here are some steps to take:

- Instruct officers and stewards to trace rumors to their source, if possible.
- Establish a system for members contact local officers—through a telephone message system or e-mail—to allow for two-way communication.
- Keep in touch with all picket lines and picket captains, and establish specific times for captains to call the Local's strike headquarters.
- If at some time the local office is not staffed, arrange to have calls transferred to an officer's home or to the District headquarters.

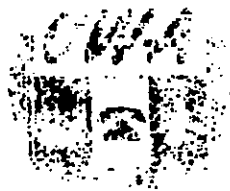
## Materials

The Membership Communications Committee should prepare or be ready to work with the Public Relations Committee in producing materials that will be distributed to members and the community. Below and on the following pages are some samples of flyers, brochures and newsletters.

Communications  
Workers of America  
District 3  
AFL-CIO



**WE WORK HARD FOR OUR MONEY...  
THE VOICES WITH A SMILE WILL BE  
GONE FOR A WHILE.  
NO TALK...WE WILL WALK!**



# Strike #3 Bulletin

Phone: 203.288.6269  
Fax 203.288.3759  
www.cwa-union.org/snet  
Email CWA 1298@aol.com  
336 State St. N. Haven

Published by CUTW/CWA Local 1298 Strike Committee

*Fighting For Justice*

## Flying Circus Finds Boss

### Miglio Confronted By Strikers

Strikers lucky enough to be on the first flying circus got more than they ever could have hoped for this past Saturday. Over 150 red-shirted strikers packed into yellow buses and rode to visit CEO Dan Miglio's house. We all marched up to his front door and rang the bell and while we waited, ripped into some ear splitting chants as the accompanying TV camera crews and reporters followed us and recorded it all. As we left to reboard the buses who should we run into, but Mr. Miglio himself. The remaining 75 strikers gathered around Mr. Miglio grilled him about the issues surrounding the strike. Many questions were not answered very satisfactorily and after 15 minutes and countless rapid fire questions he excused himself. This was the first but not the last time we hope to engage Mr. Miglio in a discussion about settling the strike with a fair contract.

Don't miss the next time, stay tuned for details!



Miglio unsuccessfully defending his positions on the strike.

### Unity Rally

#### In Milford

September 3rd 11am!

#### Sante's Manor, Milford

All strikers and their families are urged to attend! Come hear labor, religious, political and community leaders express support for the strike. Help plan future events. Picketlines should be left with only minimum coverage. These rally's keep people together during a strike, please try to attend. If you need a ride call us.

### Pilot Pen Part II



### SNET Director Ducks Picketers

Connecticut College was locked down tight Saturday as striking CWA/CUTW members attempted to go on campus to spread the word about College President Claire Gaudiani's connection to SNET.

Dr. Gaudiani sits on the SNET Board of Directors and is therefore in a unique position to have a positive influence on the outcome of the current labor dispute.

A brunch meeting scheduled for Saturday morning with Dr. Gaudiani and striking CWA/CUTW members was canceled late Friday as Dr. Gaudiani became concerned over the Union's plans to do informational leafletting of Connecticut College on Saturday. Striking workers headed to the campus anyway and were turned away by campus security who had closed or guarded all the entrances.

Dr. Gaudiani makes over three times the annual salary of many "competitive operators" at SNET who start at \$7 an hour and are often forced to work 6 day weeks. Gaudiani is entitled to over \$48,000 for her service on the Board of Director for SNET

Please call Dr. Gaudiani and ask her why she won't even meet with striking SNET women to talk about the issues involved on the strike. She is in a position to help! You can reach her at Connecticut College at 860 439 7200

### Strike Support Builds

Dozens of unions, religious and community groups have pledged their support for SNET strikers. The Connecticut AFL-CIO is making the strike a top priority. On Solidarity Day September 4th, plantgate collections will take place and we will be joined on our lines by hundreds of our union brothers and sister across the state. Hotel workers in New Haven have begun a food drive and mailed an appeal to 1,200 community leaders. Politicians are being asked to take a stand for justice. Solidarity is alive and well in Connecticut.

### Mass Rally #3

Our third mass rally is planned for September 9th near Hartford look for details soon and hold that date.

### Volunteers Needed

Volunteers are needed to help run strike HQ and to participate in mobile picketing. It can count towards your strike duty. Call 203.288.6269. This work to support the field operations of our strike is critical. Give us a call.

### Picketline Reimbursements

CWA has set up a fund for reimbursements for picketline expenses. Receipts for gas for mobile pickets, water, portable toilets, shelter etc. are being reimbursed through the CUTW/CWA office.

Glenn Kalata is available to reimburse folks or answer questions at 203-288-6263.

### Relief Fund for Strikers

1.2 million dollars will be wired from the 175 million dollar CWA Member Relief Fund next week. Strikers are reminded that the Member Relief Fund forms must be filled out. A minimum of 10 hours a week on the picketline or doing other strike support, answering phones etc. must be completed every week to qualify. The first batch of checks will be bulk mailed on September 8th, Tuesday. Thereafter all checks will be mailed on Monday's.

### Bargaining Update

Talks were recessed by the federal mediator on Friday afternoon at approximately 3:30pm.

We are still far apart on our core issues: Eliminating two-tier wages, benefits and have our wages be on a par with others in the industry. The mediator will call parties to resume talks when he feels it is appropriate.

### Reminder:

**Family Day on the Picketlines  
Wednesday September 2nd  
Bring your family to the line  
between 4-6pm  
We expect TV coverage  
Wear Red!**

### Tentative Agreement at US West Strike

A tentative agreement has been reached in the 34,000 CWA member strike at US West. An end to the US West strike will put more pressure on SNET to bargain and settle. It will also mean that CWA will focus all its energy and resources to helping us win our strike.

### Religious Outreach

Strikers have begun reaching out to their churches to explain the issues of economic justice and respect for working people that are the heart of the strike. Please call strike headquarters (203/288-6269) if you would be interested in approaching your or other congregations.

### Calendar of Upcoming Events

- August 31 Scab Alert
- September 1 Connecticut College
- September 2 Family Day
- September 3 Mass Rally
- September 4 Solidarity Day
- September 5 Outreach
- September 6 Parades
- September 7 Labor Day Event
- September 8 Religious Vigil
- September 9 Mass Meeting
- September 10 March in New Haven

### Civil Disobedience Training

Volunteers are signing up for training in tactics of peaceful civil disobedience, as practiced by Dr. Martin Luther King, Jr. Call for more information.

If you have more questions we will published the most commonly asked.

# SNET strike



## Mobilization News Bulletin

Phone: 203.288.6269  
Fax: 203.288.3759  
www.cwa-union.org/snet  
Email: CWA.1298@aol.com  
336 State St. North Haven  
*Fighting For Justice*

Published by CWA Local 1298 Mobilization Coordinators

Dear Friend:

We are writing on behalf of the 6,700 striking members of Communications Workers of America (CWA) Local 1298. We are all union rank-and-filers who work as operators, technicians, customer service reps, engineers, clerical or administrative employees at Southern New England Telephone (SNET).

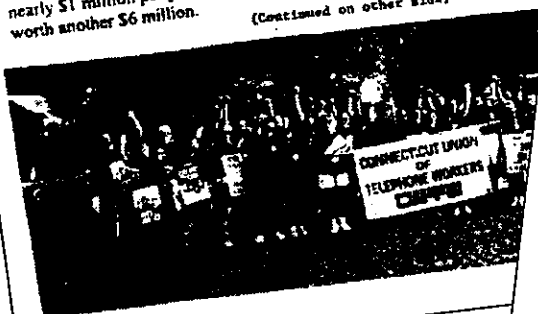
We have been on strike since August 22 in a campaign for fair and equal treatment of all our members and greater parity with the pay of telephone workers around the country. Our struggle echoes the fight of Yale workers only two years ago. Like our brothers and sisters at Yale, we will not stand by and let SNET perpetuate a two-tier system of wages, benefits, and job rights. It is completely unacceptable to us that management plans to hire

hundreds of lower-tier telephone operators for as little as \$7 an hour and use them as a disposable workforce.

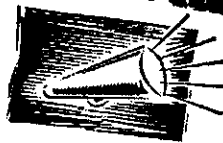
Many of our members in the "competitive operator" group—whose services are utilized by Yale and other business customers—are African-American and Latino women, often single mothers, who are struggling to survive on these poverty wages.

Meanwhile, top executives at SNET receive huge salaries—and stand to earn millions more as a result of the pending SBC takeover of the company. For example, Chairman and CEO Dan Miglio saw his base compensation increase 194% over the past seven years, to nearly \$1 million per year. In addition, during last year alone, he was awarded stock options worth another \$6 million.

(Continued on other side)



# RALLY! RALLY! RALLY!



## NO JUSTICE!

## NO PEACE!

### SANTE'S MANOR

### MILFORD, Ct.

### (203)877-4264

### Thursday, September 3rd 11:00 AM TO 3:00 PM

Directions:

I 95 South Exit 36 Plains Rd.  
Take Right - 4/10 Mile - Left Side

I 95 North Exit 36 Plains Rd.  
Take Left - 4/10 Mile - Left Side

Require More Information:

CWA Headquarters: (203)288-6269

CWA Newswire: (203)288-4315

CWA Internet: WWW.CWA-Union.org/SNET

CWA E-Mail: CWA1298QAOL.COM

# Public Communications Committee

The Public Communications Committee is responsible for getting the union's message to the public in an effective and clear way, and countering management's statements and public relations "spin."

To be effective in a bargaining or strike situation, this committee needs to have laid the groundwork for good relationships with local reporters many months in advance—this is a key responsibility of the Local's public communications committee. Here are some suggestions to help build good relations with local media and to work with the media during a job action:

**1 Build a media list of reporters in your area.** Call the local newspaper and find out who covers business, labor, your particular industry. Don't forget weeklies, college newspapers and local wire service bureaus (Associated Press, Reuters, Dow Jones, Bloomberg and others). Follow news stories on television and radio, and keep track of those reporters who are covering the Local's issues. Build a list of phone, fax, e-mail and mailing address for all media outlets in the area—print, radio, television and web publi-

cations, if applicable. Keep track of how the Local is covered.

**2 Introduce the Local to reporters in the area** by sending each reporter a press kit with background information about the Local—how many members, officers' names and contact numbers, and where members work. If the Local is involved in lifelong learning, or regularly supports a community project, include that information as well.

In the cover letter, tell the reporter you want to arrange a meeting at a convenient time to get better acquainted. Include the phone number of the Local's chief spokesperson, then have the spokesperson follow up. Remember that reporters are looking for information; we can help supply that information and at the same time make certain our message gets heard.

The goal is to build relationships with reporters before a strike or other crisis situation, and before you're in the middle of bargaining when you'll want to make certain that the public isn't only hearing the company's side. Remember: many print reporters are members of

The Newspaper Guild-CWA and television technicians are members of NABET-CWA. That doesn't mean they'll slant the news, but it does mean we can build a good relationship with them.

**3** In a bargaining or strike situation, there should be one chief spokesperson. This is usually the Local President, but it can also be another officer, the bargaining chair, head of the Public Communications Committee or mobilizing coordinator. Determine who this person is, and stick to it.

The Public Communications Committee must make sure the Local's spokesperson is prepared, with well-thought-out talking points that provide an effective public message and practice sessions before television and radio interviews. A designated member of the Public Communications Committee should be listed as the contact for the media, to field calls and provide back-up to the chief spokesperson. This person must be available to reporters and must provide a cell phone or home phone number for after-hours contact. Newspaper reporters generally have deadlines in the very late afternoon, around 6 p.m., but will extend their deadlines for a major development in the story. Television reporters may update their stories for evening and late-night news broadcasts, and radio, especially some all-news stations, may update every hour or so, depending on the development. It's critical to be aware of reporters' deadlines, especially in putting out the Local's message. Another critical point: always return all reporters' phone calls.

Clearly, the designated media contact must be in close touch with the chief spokesperson, to make certain the Local's message is consistent and correct. This is the worst possible time for different people in the union to be issuing contradictory statements.

**4** Local members on a picket line or at strike headquarters should refer reporters to the chief spokesperson or other designated person. But the Public Communications Committee also should make certain that all members on the picket line are "on message"—see No. 5, below. Television reporters especially need a strong visual for their story, and that's what the picket line provides, so many reporters want to conduct an impromptu interview with members on the line.

Picket captains can direct reporters to the chief spokesperson, but also should know who on the picket line can deliver the Local's message in a positive, effective way.

**5** Be prepared with a message that works with the public. It's important to remember that the issues members are fighting for don't always resonate with the public, or need to be said in a different way. Think about the audience in developing the Local's message. In all CWA's public statements, the audience is the community, customers, people who might not know much about unions, but who are concerned about their telephone service or getting their morning newspaper, for example. That's why CWA's public message needs to demonstrate that the



union also wants improved service for customers and must explain how CWA's goals can make that happen.

What is a message? Three key points that tell what the strike is all about and how members are looking for fairness from the company. These points can be presented in different ways, but the core message stays the same.

In interviews, be positive and pleasant—that's what viewers and readers respond to—and stay on message, your three key points. Don't get drawn off into speculation or minor points—you're there to deliver your message.

**6** **The image we want to present is that of a strong, effective organization,** concerned of course about our members, but also about the community and improving service for consumers. Members get information through the work of the Membership Communications Committee. Interviews with the media are an opportunity to reach a much broader audience; spend the limited time available from television or radio—sometimes just 15 or 20 seconds for TV; slightly longer for radio—in talking to the public, not your members.

**7** **Develop a media plan with a long term strategy** in the event of a long strike. Plan rallies, news conferences and other events for times the media can cover. That means late morning or early afternoon for most television coverage, and on a weekday as opposed to a Saturday or Sunday, when fewer crews are available. Re-

member that reporters are covering the strike because it affects consumers and the community—be prepared to show the community why it should support the union.

**8** **Prepare members as spokes-** persons who will bring an important human touch to media accounts of the strike. If forced overtime is an issue, for example, have a parent talk about missing Little League games and dance recitals. If pension fairness is an issue, have an older member talk about the need for retirement security.

These can also serve as “hooks” to keep up reporters' interest in the strike. Other examples: a married couple, both of whom are on strike; retirees joining the picket line; any community activists, elected officials or well-known community faces joining the cause.

**9** **Anticipate the company's mes-** sage and be prepared to act. For example, in the 1998 US West strike, CWA anticipated that the company would throw around charges of sabotage and preempted that move by announcing the union's policy of providing emergency assistance to any family with an urgent telephone service need.

Counter information put out by the company, but don't be drawn off message in public statements. Stick to the three points that summarize CWA's position in the strike.

**10** **The best way to prevent the** spread of false rumors and misinformation once the strike begins

is by providing factual information, and fast. Respond to inaccurate media statement by calling reporters who have misrepresented the Local's position. Take advantage of all opportunities for media coverage, respond to critical or inaccurate editorials and letters to the editor. Stress CWA's involvement in the community.

**11** **The Public Communications Committee should look into all possible media opportunities, including radio talk shows, television news and interview programs, even local**

cable television shows. Remember to deliver the message positively and effectively. Never attack the host, if when he or she is hostile to you. The audience tunes in every day to hear that host, not to hear you. You have a limited opportunity to get your message across—don't spend your time fighting with the host.

For more information and resources in working with the media, contact the CWA Communications Department at 202-434-1168.

# When The Strike Is Over

Once a strike is over, we all want to return to our normal lives and routines. But there are a few important items that must be addressed and completed before we can move on.

- 1** Hold settlement explanation meetings and distribute flyer with settlement highlights.
- 2** Publish a special edition of the newsletter. The theme: "We Did It Together."
- 3** Send letters of appreciation to agencies, merchants, and others who assisted the members during the strike.
- 4** Bring the Local Executive Board and the strike committees together and spend some time discussing lessons learned from the strike. Specifically: What did we do well? and What could have been done better? List the items offered on the blackboard and have someone record them on paper. File these for future reference. This discussion will make people feel good about their efforts and provide an opportunity to offer ideas for the next time.
- 5** When preparing the Local budget in future contract termination years, construct the budget as if there will be no income for at least three months.
- 6** Continue utilizing the communications network after the strike. Members sometimes feel that they are only kept informed during a crisis.
- 7** Submit a final report of all Defense Fund/MRF monies disbursed/received.
- 8** Prepare 1099 Forms for all strikers paid \$600 or more.



**Communications Workers of America**  
Education Department

501 Third Street N.W. • Washington, DC 20001-2797  
202-434-1499

[www.cwa-union.org](http://www.cwa-union.org)

# **MOBILIZATION**

# MOBILIZATION

Most unions are organized on the basis of member involvement. Fundamentally, a union's power at any point in time is nothing more than the total energy and support of its members who can be mobilized. Yet, during the last few decades there has been an increasing tendency to view "individuals" (experienced, bright union leaders) as the problem fixers. We became too reliant on the crafty union negotiator, the clever chief steward, the effective local president to solve our problems. We can no longer solely rely on grievances, arbitrations or labor laws to achieve workplace justice.

The basic premise of mobilization is that we must return to our roots and commit to a strategy that rests on increasing our power through membership education and involvement. Mobilization of our members is the strategy for achieving our three major goals: 1. Contract negotiations, contract enforcement and resolution of workplace issues, 2. Effective community and political action, and 3. Organizing new bargaining units and building our membership in current units to increase our power through additional members. These goals make up the sides of the CWA Triangle: representation, community/ political action, and organizing. Each side must be strong to support the others. A weakness in one weakens the others.

## So What is Mobilization?

Mobilization is an information/action program which allows every member to play a positive role in improving working conditions and building a strong voice at work. Mobilization allows us to systematically, through a structure, educate members on issues and achieve a high level of participation in collective actions. The foundation of mobilization is the workplace structure which allows the union to communicate one-on-one, worker-to-worker, with every single member in a short period of time. Without a good structure, you won't be able to do one-on-one effectively, and without one-on-one, you won't get high participation in collective actions. Mobilization is a continuous process of: **Structure, Education, and Collective Action**

**Structure** (in workplaces): In order to have a successful mobilization, you must first set up a workplace structure that allows the local leadership to communicate quickly and effectively with each member. To establish this structure, you will need a Local Mobilization Coordinator, who will coordinate, train and keep track of the local mobilization effort. In addition, the local will need a Building Mobilization Coordinator for each work location and one Work Group Mobilization Coordinator for every 10-20 workers at each location.

The mobilization structure should be set up so that:

- Every member can be contacted one-on-one in a relatively short period of time.
- Written materials can be distributed to and collected from every member in every work location in a short period of time.
- A high level of participation can be achieved in collective actions.

Your workplace structure must be committed to paper, listing the names of each building coordinator and every work group coordinator. In addition every work group coordinator must have the names of the 10-20 co-workers they are responsible for contacting. If the structure is not on paper it is not an effective structure.

## How to Set Up A Local Mobilization Structure

1. A Local Mobilization Coordinator is appointed. This person is the key to the success of your mobilization effort, and should be someone who is well-organized and able to communicate well with people. The Local Coordinator is responsible for setting up the mobilization structure in each building location, establishing a calendar of mobilization activities and coordinating follow-up on all mobilization education and collective actions.
2. Begin by compiling a list of all work locations where the local has members.
3. Recruit one Building Mobilization Coordinator for each work location.
4. Bring together all the Building Mobilization Coordinators. Review what mobilization is, why it is important, their roles and responsibilities and the importance of the mobilization structure.
5. Building Mobilization Coordinators recruit Work Group Coordinators, one for every 10-20 members.
6. Each Building Mobilization Coordinator should bring together all their Work Group to review the items outlined in Step 4. This can be done in brief worksite meetings.
7. The Local Mobilization Coordinator must follow up to make sure every workplace and every member is reached. Determine the level of participation you are getting on actions. Speak and meet with Building Coordinators periodically.

*There is a tendency to skip the somewhat tedious task of setting up a mobilization structure and go directly to collective actions. However, our experience shows that organizing the internal local structure is, in fact, the most important part of the mobilization program. It is the foundation upon which all else is built. It is also what often takes the most time. Once the structure is in place, it must be kept current through a continuing process of reviewing and renewing the structure.*

## Education/Knowledge

Education is a vital component of mobilization. The reason is simple: if workers don't understand the issue or how it affects them, they will be less willing to get involved in workplace actions. The primary vehicle for education is through one-on-one, worker-to-worker contacts. Education can also be done in worksite, stewards or lunchtime meetings.

### EDUCATION MATERIAL (Issue Flyer)

Issue Flyers provide substantial information and insight on a particular subject to help members better understand the issue and the need to mobilize. Sometimes the education piece will explain in depth a workplace or bargaining issue, other times it will explain a strategy like working beyond contract expiration or card check. If the subject is complicated or new to members, more than one piece will need to be developed and distributed.

### How to Prepare an Issue Flyer

The two questions to ask yourself when preparing an issue flyer are:

1. What are the three most important things about this issue that members need to know?
2. How can I say it so it will have meaning for members? The issue needs to be presented in a manner that helps members see that it affects them or someone just like them and consequently may affect them in the future. The more personal you can make the issue the better. Make it real by using concrete examples. Members need to connect the issue to their everyday lives. Give your members a reason to care!
3. Consider Yeah Buts....

Sometimes with a complicated issue or a new tactic you might consider preparing a yeah buts...piece. Such a piece spells out questions or objections which members may raise in the



workplace and provides responses. It is a question-and-answer piece, which helps prepare mobilizers for the one-on-one contacts. Sometimes locals find yeah buts... so helpful in addressing concerns that they distribute them to all members. Don't shy away from the difficult questions/objections—those will tend to be the most useful and on target.

### **LOCAL NEWSLETTERS OR BULLETINS CAN SUPPORT MOBILIZATION**

Members look to their local newsletter for information about local issues and activities. Although the newsletter and mailings are no substitute for one-on-one mobilization, they can be used to complement and reinforce mobilization, especially the education component. They are a perfect stage to educate members on issues, which are important, and to explain why the local is mobilizing and how everyone can participate.

**SOCIAL MEDIA**—Also consider using email, Facebook, Twitter, and Instagram to reach out to your members and get them engaged. Particularly with our younger members, social media can be very powerful!

### **ONE-ON-ONE CONTACTS**

One-on-one contacts can be the most powerful form of member education. Here are a few steps for successful one-on-one contacts.

1. Introduce yourself.
2. Make eye contact.
3. Contact at right time. Do not contact an employee during normal working hours—catch them during break, lunch, or before or after work when they don't seem rushed for time.
4. Be yourself. Smile, relax, use the kind of language you use every day.
5. Have some piece of information (the education piece) to give to the worker to break the ice.
6. Be polite. If a worker refuses to talk to you, don't get into an argument; tell the person you'll catch them another time (do follow up).
7. Be frank. If you get a question that you can't answer, don't try to bluff. Tell the person you will try to get the answer for him or her.
8. Don't preach. You should talk about the issue to help lead the person to his/her own conclusion after presenting the facts. This is a much more effective approach than a "hard sell."
9. Listen. This is the most important thing you can do. Listen to what the worker says—it will give you insight into their particular concerns and objections. Meaningful discussion of key issues at the worksite is as important as any other result.

## **Collective Action**

Collective actions can be anything from wearing red, standing up on the job, handbilling major customers, attending stockholders meetings, or countless other actions. Collective actions build on the one-on-one education and issue information. They give members a chance to do something visible on the issue, to send a message, take a stand.

### **DIFFERENT KINDS OF ACTIONS**

There are different kinds of actions; each has a purpose in a campaign. Some actions require all members to participate; other actions require a small group. Still others require only 2-3 people. All actions are intended to increase the pressure on management and to contribute to the resolution

of the issue. Below are the major types of actions CWA uses in a campaign. All are important and should be used in the tougher fights. Keep in mind that we escalate to the more confrontational actions.

1. *Solidarity Actions in the Workplace:* These actions allow all members at work to participate directly and collectively in an activity and experience the rush and strength of solidarity. Examples include wearing red, standing up at the same time, walking in or out of the workplace together, working to rule, etc. The main purpose is to send a message to management that the workers are united, to increase pressure on management to resolve the issue.
2. *Special Event Actions:* These actions require a group of 20-500 activists, depending on the event, to handbill and be visible at special employer events. Examples include stockholders meetings, professional baseball games on employer night, award dinners for top executives, etc. The main purpose is to show management that no matter where they are, IUE-CWA will be there sharing our views of the struggle and the employer's behavior.
3. *External Target Actions:* These actions frequently require a smaller group of activists willing and comfortable with more confrontational activities. Examples include handbilling major customers, picketing at homes of top executives, Board of Directors, etc. The main purpose is to get those who have influence with the employer to push for resolution of the issues.
4. *Revenue Impact Actions:* These are actions that impact on revenue. The main purpose is to get top management to focus on the issues and talk seriously about a just resolution.

## **ESCALATING ACTIONS**

Collective actions should be planned so as to incrementally escalate pressure on the employer. The longer the issue is not resolved, the more confrontational the collective actions. In most cases, you will want to begin with non-confrontational solidarity actions and escalate if there's no positive response from management. The union intensifies the actions and ups the stakes at each level. The collective actions in the following list are offered as examples.

### **I. Solidarity Actions**

1. *Wearing Single Colors or a Ribbon.* On certain days everybody wears the same color to work until contract settlement. You can also get colored ribbons printed with a slogan and have workers wear the ribbon every day to work until the issue (or contract) is resolved. Both tactics show the employer the workers are united. It's good for morale when workers see the depth of the union's support. It's inspiring to witness a sea of red clothing in a plant or office.
2. *Balloon Days.* Hand a helium balloon to workers on the way in to work in the morning. Ask members to tie them to their desks. To add to it: at a certain time pop all the balloons. Print a slogan on the balloon, for example, "(name of employer) is full of hot air."
3. *Health Care Action Days.* Everyone wears bandaids, canes, crutches, bandages, eye patches, and the like to work. Slogans for T-shirts or signs could include "Cutting Our Health Benefits is a Sick Idea" — "We're Sick Over (name of employer)'s Attempt to Cut Our Benefits."
4. *Postcard/Petition/Pledge Card Campaigns.* Every worker signs one at the workplace. Plan a moment of consciousness when everybody stops work and signs a card. Raise the stakes and produce a petition/postcard/pledge card that can be used in the community or with allied groups. Then every worker agrees to sign up 5-10-20 supporters per week.
5. *Holiday Activities.* Bring a cornish hen to your employer for Thanksgiving — "We Couldn't Afford A Turkey." Dress someone as Santa and symbolically give your employer coal for Christmas. Organize an Easter Parade with everyone dressed in rags — "They'll Be No Bonnets This Year: We Can't Afford Them." In general, using the holiday theme is a good way to get your message out in a creative, eye-catching manner.
6. *Mass Starts.* Everyone waits outside the workplace door and walks in together at the beginning of a shift/work day. You may want to serve refreshments and sing union songs while the group gathers.

7. *"Lunch With A Bunch"*—Noontime Workplace Picketing. Aside from just having your members hold a lunchtime picket line, invite other organizations—make it a rally. If it is a convenient location, lots of people can come during their lunch breaks. Consider holding a news briefing in conjunction with the event—have workers tell their stories to the media.

8. *Stand Ups*. Everyone at a workplace stands at the same time [use the slogan, "Stand Up to (name of Employer)"] or, if your members stand on the job, have everyone sit at the same time. Or be a little more daring: have members set watches, palms, etc., to go off at set time alerting all to stand.

9. *Return Employer "Trinkets."* Members collect and return en masse all the trinkets (mugs, key chains, T-shirts, etc.) they have been given by employer as a sign of being unhappy with proposed "givebacks."

## **II. External Target Action**

10. *Ask Public Officials for Support*. Bring large groups of your members to visit elected officials who can affect your issues. Have briefing sessions with elected officials. Do not assume they understand or even know about your fight. Ask them to publicly support the union campaign by sending a letter to the employer or signing on to a statement.

11. *Sit-Down in Public Space*. How many workers does it take to jam up a workplace? Local 1082 effectively used "sleep-ins" in a contract battle. Workers brought sleeping bags and refused to leave the building.

## **III. Special Event Actions**

12. *Informational Picketing*. Be imaginative. Don't limit your picketing to just your place of employment. CWA members hand billed at Mets, Yankees, Phillies and Pirates games on "Verizon Night" while working beyond contract expiration. CWA members involved in a battle with the Denver Post picketed the World Alpine Ski Championships because the Post was sponsoring the event. They also picketed Denver's largest sporting goods store chain because the chain is the Post's largest advertiser.

13. *Take the Issues to the Bosses physically, wherever they may be*. Picket their homes, offices, award ceremonies, etc. Make them understand the depth of our commitment to win justice on the job.

## **IV. Revenue Impact Action**

During the strike against New Era Caps the local identified that a large revenue source for the company was derived from exclusive licenses with individual Universities. The local, through Jobs With Justice, met with and was able to enlist the help of Students Against Sweatshops in their fight. They publicized New Era's treatment of workers on campus, put pressure on administrators and ultimately got 15 of the exclusive contracts cancelled. Sometimes the only way to get an employer to talk seriously about a just resolution is to impact the one thing he/she is sure to be focused on—revenue.

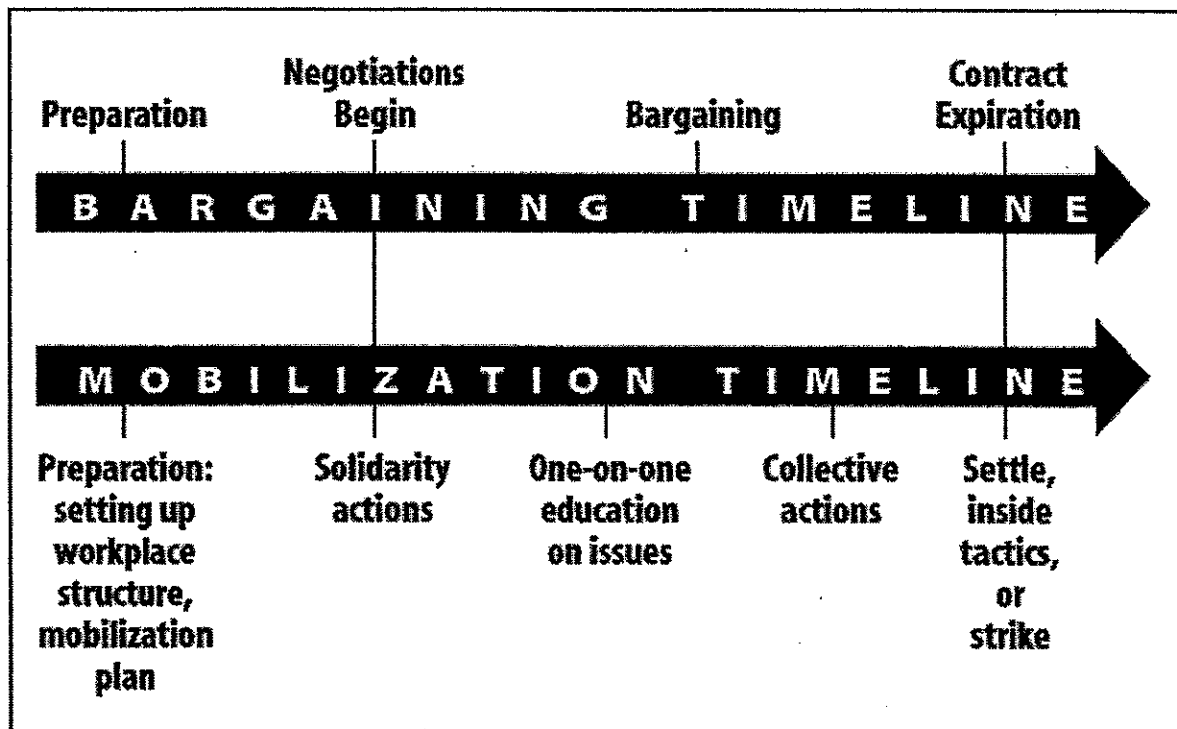
## **MOBILIZATION ACTIVITY PLANNING**

Keep in mind that not all activities will apply to every circumstance. The keys are to:

1. Understand what your members are willing to do. Don't try to push people too far, too fast.
2. Build a workplace structure and use it to let members know the when, where, how and why of the issues or campaign. Commit the structure to paper.

3. Pay attention to details. It takes a lot of little things to put together a collective action—how many balloons should be ordered? Who will deliver them to Building Coordinators? Who will blow them up?
4. Build the amount of pressure, support and commitment with each action. Don't play your best card first.
5. Plan external actions that only 5% will do. Many actions outside the workplace require only a small percentage of members to be effective.
6. Identify revenue targets and pressure points. Think through the purpose of an action. Will it build solidarity, increase pressure on employer?

If you would like assistance or further information on mobilization, contact Heather Atkinson at (937)298-9984.



# **6 MONTH ASSESSMENT**

DATE FORM COMPLETED \_\_\_\_\_

**EARLY WARNING LOCAL PROFILE**  
(To be completed annually)

Local \_\_\_\_\_ Employer \_\_\_\_\_

Unit Description \_\_\_\_\_

Contract Expiration Date \_\_\_\_\_

Number in Bargaining Unit \_\_\_\_\_ Number of Members \_\_\_\_\_

Number of Stewards \_\_\_\_\_

Date(s) of last Steward Training \_\_\_\_\_ Number in attendance \_\_\_\_\_

Is there a mobilization structure? Yes \_\_\_ No \_\_\_

If no, are there plans to establish a structure? \_\_\_\_\_

When and for what was mobilization last used? \_\_\_\_\_

Are Worksite meetings held? Yes \_\_\_ No \_\_\_

Explain \_\_\_\_\_

Describe other meetings \_\_\_\_\_

Describe any signs of dissatisfaction (drop outs, leaders quit management campaign)

What should be done about dissatisfaction? \_\_\_\_\_

If contract expires in 6 months describe contract preparation.  
(mobilization training, surveys, meetings, discussion of key issues)

Staff completing this form \_\_\_\_\_

**NOTE: Mail this completed form to your Vice President.**

DATE FORM COMPLETED \_\_\_\_\_

### POWER ANALYSIS FORM

(To be completed 6 months prior to contract expiration)

BARGAINING UNIT \_\_\_\_\_  
CONTRACT EXPIRATION DATE \_\_\_\_\_  
STAFF COMPLETING THIS FORM \_\_\_\_\_

INSTRUCTIONS: Assign a value from 0 to 2 to each question below and explain reasoning.

0 = None    1 = Some    2 = Significant

\_\_\_ 1.    The ability of the bargaining unit itself to affect production and the entire corporation's production.

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ 2.    The likely effect of mobilization within a particular bargaining unit.

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ 3.    The effect of mobilization, if implemented throughout the union workforce within the corporate entity.

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ 4.    The potential impact of mobilization within the community using Jobs With Justice model.

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ 5.    The potential impact of international mobilization using Jobs with Justice model.

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:    Mail this completed form to your Vice President.  
          Attach Early Warning Local Profile Form.  
          Both forms must accompany a request for strike authorization.**