



GETTING TO A FIRST CONTRACT

AND OTHER STRATEGIES FOR
EFFECTIVE BARGAINING

CWA

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A Seat at the Table: Getting to a First Contract

"If you aren't at the table, you're on the menu."

Dear Brother and Sisters,

Bargaining is a crucial aspect of our work as a union. Our contracts reflect the power we have as organized workers. We all must work hand in hand to overcome the challenges of bargaining and ratifying contracts. Changing demographics in the workforce, a constantly evolving economy, an ever shifting political and social landscape as well as attacks on unions and working people are only some of the obstacles we face to win good contracts.

Every contract campaign is a challenge in this environment, but first contracts for newly organized units are often the most challenging of all. After years of systemic political attacks by corporations and anti-worker forces, the legal protections in this country are wholly inadequate to ensure that workers have a legitimate opportunity to come together and bargain for improved conditions on the job. An anti-union culture pervades management across the US and the laws allow them wide latitude to intimidate, harass, and bully their workforce without fear of punishment. These campaigns require an all-hands on deck mentality to succeed and we need every member to be informed on the issues and work side-by-side with organizers and experienced union staff for workers to get the protections they deserve.

Each contract campaign will differ depending on the industry, the size of the bargaining unit, political and economic reality, and other factors. However, all of our contract fights require that we actively engage on all three sides of the CWA triangle: organizing, representation and movement building. This is the only way we can harness the power we need to win contracts that we deserve.

At CWA we have made considerable efforts to revolutionize our approach to bargaining and strengthen our bargaining power to meet the challenges of an evolving workforce and economy. Empowering our members through training and education is a key part of this process. This manual is designed to serve as a guide for bargaining first contracts. It includes necessary steps and strategies that can be applied to any contract fight in any industry.

First contracts are vital to ensure the continued growth of our union and the power of workers everywhere. Please use all of the available information and resources in this manual to run a successful campaign, navigate a complicated bargaining process and win contracts that secure improvements for our members while making our union and the labor movement stronger.

In solidarity,



Chris Shelton
President, Communications Workers of America



I.

Our Contracts Represent the Power We Have



In workplaces without a union, the boss has all the power. Workers check their rights at the door. Workers have no say in their pay, benefits, or working conditions. Management can change the rules or take away benefits without discussion. If workers do speak up about injustice, they risk discipline or retaliation. Management can fire people at any time for any reason.

THE UNION DIFFERENCE:

<i>Union worker's median weekly earnings</i>	\$980
<i>Non-union worker's median weekly earnings</i>	\$776
<i>Young (ages 16-24) union worker's median weekly earnings</i>	\$616
<i>Young (ages 16-24) non-union worker's median weekly earnings</i>	\$482
<i>Union women's median weekly earnings</i>	\$928
<i>Non-union women's median weekly earnings</i>	\$697
<i>African American union worker's median weekly earnings</i>	\$800
<i>African American non-union worker's median weekly earnings</i>	\$617
<i>Latino union worker's median weekly earnings</i>	\$862
<i>Latino non-union worker's median weekly earnings</i>	\$586
<i>Asian American union worker's median weekly earnings</i>	\$1,094
<i>Asian American non-union worker's median weekly earnings</i>	\$977
<i>Union worker participating in job-provided health insurance</i>	79%
<i>Non-union worker participating in job-provided health insurance</i>	49%
<i>Union worker participating in guaranteed pension plans</i>	76%
<i>Non-union workers participating in guaranteed pension plans</i>	16%
<i>Union workers with paid sick leave</i>	83%
<i>Non-union workers with paid sick leave</i>	62%

1. U.S. Department of Labor, Bureau of Labor Statistics, National Compensation Survey: Employee benefits in the U.S. March 2015

2. U.S. Department of Labor, Bureau of Labor Statistics, Union Members 2015, January 2016

When we form a union, we take some of this power into our own hands. We gain a legally protected voice in negotiating over key terms and conditions of our work. We also gain the power to hold management accountable to standards of fairness. Our power as a union comes from taking collective action together. Negotiating a collective bargaining agreement (CBA) is one way we exercise that power.

An organizing drive is not won until the first contract is ratified. The table below shows the stark differences between union and nonunion workplaces. These differences not only impact wages and working conditions, but union contracts are also an important tool in confronting inequality, sexism, and racism on the job.

These differences are rights that we win through the collective bargaining process. Just like workers before us, we must constantly fight to protect and expand upon these rights.

Every union contract is the result of decades of worker struggle to achieve the legal right to sit down as equals with management and collectively bargain. In this process of collective bargaining, leaders we elect from our union have the right to negotiate with our employer over wages, benefits, and working conditions, and members vote on whether to approve the written agreement.

Our first contract is an exciting moment to lay a foundation for our union that we can build on later. By continually building power and pressuring management, we can build on what we win in our first contract to strengthen our contracts in years to come!

Many of our contracts at CWA represent the struggle of members over decades. Every time we bargain, we have the chance to gain more power and improve our wages, benefits and working conditions. Negotiating our first contract is one step on the road to a better workplace.

With a UNION Contract	Without a Contract
Your wages, benefits, and working conditions are protected by an enforceable contract.	Management can change wages, benefits, and working conditions whenever they want.
The contract spells out how much everyone earns.	No one else knows how much anyone else earns.
The union negotiates raises for everyone. The members vote on the settlement. If they think that it is not a fair settlement, they can vote it down.	If you want a raise, you have to beg for it or kiss up to the boss.
If you are disciplined for something you didn't do, the union will fight back alongside you.	If you are disciplined for something you didn't do, you're on your own.
If you do a good job and are in line for a promotion, you will have a fair shot at getting it.	Promotions can be handed out on any basis- friendship, loyalty, or favoritism.
If you don't like something at work, you can build power to change it.	If you don't like something at work, you can quit.
Vacations, shifts, and layoffs are based on seniority.	Vacations, shifts, layoffs are up to the boss

It is a misconception that contracts are won or lost at the bargaining table.

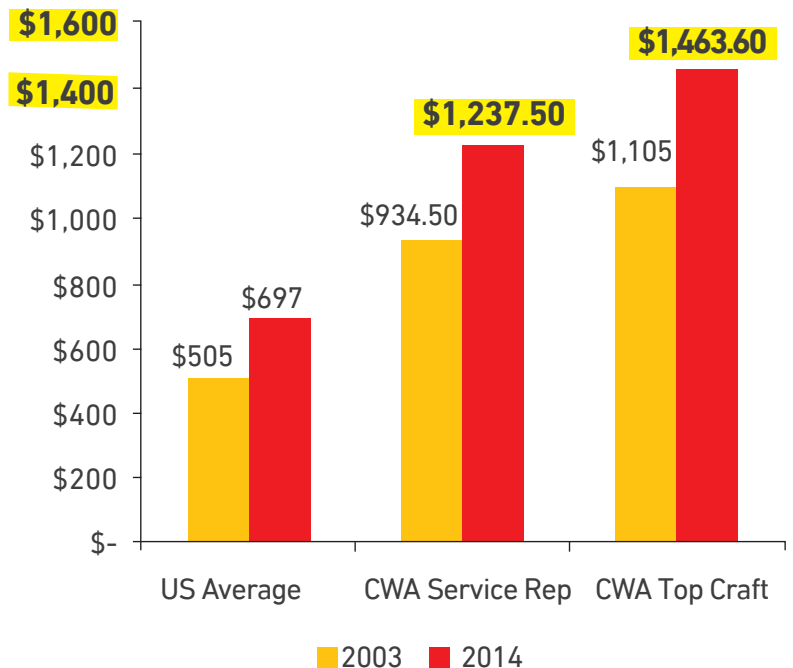
Just like the organizing campaign, the outcome of bargaining will be determined by the unity and strength of the membership. Every member has things they want to see improved at the workplace, but the question is - are we willing to fight to win our demands? A unit that's unwilling to mobilize and put pressure on the employer won't be able to make gains, regardless of the preparation or skill of the bargainers at the table. Mobilization campaigns are designed to raise the cost of operating without a bargained contract until it's more attractive for an employer to agree.

Time is of the essence. After an organizing victory (either by card check recognition or an National Labor Relations Board (NLRB) election), the unit has limited legal protections. Although the law will prevent the employer from making unilateral changes to working conditions at this point, the unit has less power than it will with a contract in place.

Many employers are very aware of this and will try to delay any meetings or negotiations with workers to demoralize them and convince them that they are better off without a collective voice. It is critical that members stay organized and mobilized to put pressure on the employer and show that they're willing to fight for the security of a union contract.

In 2003, the top weekly wage for Verizon Mid-Atlantic Service Rep was \$934.50. This was 85% above the U.S. national average weekly wage of \$505. The weekly wage for a top craft worker at Verizon Mid-Atlantic was \$1,105 in 2003. This was 119% above the national average.

In 2014, the top weekly for Verizon Mid-Atlantic Service Rep was \$1,235.50. This was 77.5% above the U.S. national average weekly wage of \$697. The weekly wage for a top craft worker at Verizon Mid-Atlantic was \$1,463.50 in 2003. This was 110% above the national average.



II.

Bargaining Overview



As you have likely learned through the process of forming a union in your workplace, a union is simply a group of workers who join together to have a greater say in their working conditions. When employees join together and form a union or “organize,” they increase their ability to bring permanent, positive change to their workplace. Once you achieve recognition, your employer is required by law to bargain with you over your conditions of employment.

Collective bargaining is the process of formal negotiation that takes place between union representatives and management representatives for the purpose of determining wages, benefits, and working conditions for all workers in a bargaining unit.

It's only as part of a united group that workers can gain the economic and legal leverage necessary to bargain with their employer. One person telling management that wages or healthcare should be improved does not carry the same weight as a bargaining proposal that represents all of the workers. **For this reason, bargaining a first contract is considered the last stage in a successful organizing drive.**

So what does the process of bargaining a contract look like?

Bargaining a contract is the final stage of CWA's organizing model. CWA's organizing model moves through four stages. As you've probably learned over the past few weeks, months, (or years!), each of these stages may last a different period of time, but every campaign goes through each stage.

THE FOUR STAGES ARE:

1 CONTACTS

- This is the stage where you assess support for the union. Talking to your co-workers about the union helps you understand if enough people support the union to move forward in your campaign.

2 COMMITTEE

- In order to get to the bargaining table, you had to build a strong and effective organizing committee. This is the most critical step in winning representation, as well as a successful contract campaign. Committee members help highlight issues in the workplace, assess co-workers' support for the union, and challenge misinformation by management and anti-union workers during organizing and the contract campaign.

3 CAMPAIGN

- Make sure education around the bargaining process is a part of your organizing campaign. When you ask people to join the union, make sure you understand **what** they care about and why they want a union. It is critical to understand members' priorities so that you are ready to start bargaining as soon as you gain official recognition.
- Part of the organizing committee's work is to educate folks about **why** having a union makes a difference. People might have all kinds of things they want to see changed in their workplace, but in many instances, without collective bargaining or collective action, these changes will be impossible. Identifying what people's priorities and issues are in the workplace will set up the workers to collectively take their demands to management during the bargaining process.

4 CONTRACT

- Just as there are many stages in an organizing campaign, there are several stages of the collective bargaining process.
- It is important to start as soon as possible after gaining recognition, or even before recognition. This way, members stay in action on the offensive, which puts pressure on the employer to reach an agreement and demonstrates the strength of the union.

Note:

Once the union gains recognition from the employer, all existing terms and conditions of employment must remain "status quo" until bargaining. The membership should be on the lookout for any management changes to existing conditions of employment or policies. The union should address these changes as they present themselves. This helps to reinforce the need for the union, interrupts the employers desire to operate without regard to the workers and their new union, and more importantly, establishes the effectiveness of CWA as a change agent in the workplace.

Visit the CWA Materials store for a booklet called "CWA's Organizing Strategy" for more information.

BASIC BARGAINING TIMELINE

The rest of this manual will describe in detail the ins and outs of the bargaining process, but here is a basic overview of the stages of the bargaining process.

I. Member Input:

This is the stage of the process where you figure out what your fellow members care most about. But member input is not only about what members want, but also what members are willing to do to get what they want!

Understanding the concerns of your co-workers begins during the organizing campaign, but is a critical part of preparing for bargaining. Member input can be gathered through:

- A. Member issue surveys
- B. Bargaining committee feedback on proposals
- C. One-on-one organizing conversations
- D. Unit meetings

Member input is not only important at the beginning of bargaining. As the process unfolds and the bargaining committee has to make tough decisions, it is important to communicate with members so that the union's decisions at the table reflect the unit's priorities.

II. Proposals:

Once the bargaining committee has a clear understanding of member priorities, they turn those priority issues into proposals to present at the bargaining table. This is an ongoing process throughout bargaining.

III. The Bargaining Process

The process of exchanging proposals is a broad negotiation of power.

During the bargaining process, the union has the opportunity to explain our point of view to the employer (what issues are priorities, what changes members would like to see). This often includes pressuring the employer to agree to our demands, particularly when the employer does not share the union's point of view.

The bargaining process, however, also requires understanding the employer's feedback, as well as their priorities and constraints. This helps the union and bargaining committee think strategically about where to apply increased pressure, and where to compromise or make sacrifices. Part of bargaining does include finding common ground.

As management agrees or objects to certain proposals, the bargaining committee adjusts proposal language based on ongoing conversations with members and the employer.

Collective Bargaining and Negotiations are two different things.

Collective Bargaining is what happens at the bargaining table - a legally structured process designed to formalize agreement between the parties and produce a legally enforceable contract. Negotiation is a broader process that happens between two agents with the power to make decisions. The law does require the company to send representatives to the table who are knowledgeable enough to engage in meaningful discussion and who are authorized to make binding agreements on the company's behalf. Regardless, it's important for us to remember that the Company's real decision-makers are rarely, if ever, sitting at the bargaining table, and therefore real negotiations do not happen at that table.

The power we are able to exercise to pressure the company in the workplace, through our politics, through our community allies, and most importantly through a mobilized membership forces the Company's decision-makers to choose whether the benefit of their preferred outcome (no contract, lower wages, expanded manager discretion) exceed the costs to them of continued member action.

IV. Tentative Agreement

Once the bargaining committee has agreed to a set of proposals with the employer (this can take weeks, months, and in some cases years!), in most cases, the proposals will be made into legally enforceable contract language and presented to the membership as a tentative agreement.

V. Ratification and Implementation

Because unions are democratic institutions, typically, the bargaining committee cannot finalize a contract without the approval of a majority of workers in the union. This is known as ratification.

The only time contracts go into effect is if a majority of the members voting agrees. Part of the role of the bargaining committee is to educate fellow members about the bargaining process, as well as the merits and disadvantages of the agreement. If workers vote to ratify the contract, it will go into effect. If not, the bargaining committee will go back to the table with management to address core member concerns that weren't reflected in the tentative agreement.

Once a contract is signed and ratified, it is time to enforce it! Once a contract is in effect, members must constantly fight to enforce it, maintain it, and improve upon it in future contracts. Our contract is only words on paper unless members of the union make sure management follows it. Identifying, recruiting and developing workplace stewards is a critical component to maintaining an organized workplace with sufficient power to hold management accountable to the bargaining agreement and win even better wages, benefits and working conditions in future contracts.

CWA ROLES DURING BARGAINING

Who?	Bargaining Role	Mobilization Role
CWA Members & Mobilization Committee	<ul style="list-style-type: none"> Communicate bargaining priorities to local officers Stay tuned for bargaining updates from bargaining committee and educate co-workers on key information from the table Educate membership and take votes on whether or not to support the tentative contract that comes out of negotiations 	<ul style="list-style-type: none"> Turnout for mobilizations to support bargaining Form mobilization committees to communicate with bargaining committee Helps bargaining committee prioritize demands based on member input Educates membership on process, surveys membership, and informs bargaining committee on member mood Generates support for proposals Plans and mobilizes actions of the campaign and carries out mobilization tactics
CWA Local Officers	<ul style="list-style-type: none"> Determine a budget for contract campaigns Use one-on-one structure to collect membership bargaining surveys Educate membership about key bargaining priorities Sit on bargaining committee (depending on local) 	<ul style="list-style-type: none"> Coordinate with bargaining committee to Support members and mobilization coordinators to create mobilization structures within the local as well as individual worksites
CWA Bargaining Committee	<ul style="list-style-type: none"> Spend time learning to function cooperatively as a team Research employer Bargain with management Communicate and strategize with Mobilization Committee Develop reports to membership Organize ratification 	<ul style="list-style-type: none"> Informs mobilizers on what's happening at the bargaining table Helps mobilizing committee determine when to take action, when to escalate actions, and what issues to mobilize around Work with the Local Mobilizing Coordinator to develop the mobilization plan based on what issues are likely to be sticking points
CWA Bargaining Chair	<ul style="list-style-type: none"> Responsible for communication between bargaining committee and local mobilizing coordinator Primary spokesperson at the table; otherwise responsible for asking other members of the bargaining committee to speak 	<ul style="list-style-type: none"> Meet with the Bargaining Committee & Local Mobilizing Coordinator early on to discuss the role of mobilization

CWA National	<ul style="list-style-type: none"> • Support bargaining committee in understanding national trends at other bargaining tables with the same employer or within the same industry • Track national, industry and company trends • Cost and analyze proposals for compliance with local, state and national laws 	<ul style="list-style-type: none"> • Support mobilization structure through Communications resources (social media, press communications, etc.)
Workplace or Community Allies	<ul style="list-style-type: none"> • Work with union to identify opportunities for shared victories through the bargaining process 	<ul style="list-style-type: none"> • Attend mobilizations in support of the union's contract negotiations

III.

The Bargaining Process



PREPARING FOR BARGAINING

Preparing for bargaining on a first contract differs considerably from preparation from a third, fourth, or fifth agreement (These are called “successor” agreements). Under an agreement where a contract is already in place, the representatives of the membership:

- Have an understanding of the operations and decision-making of management as a result of the bargaining history.
- Have a past relationship with management’s representatives and are more likely to have developed a process to work together productively to solve issues.
- Have an understanding how management will approach bargaining and what issues they will be focused on.

None of this can be taken for granted at a new contract and (especially) with an employer with no experience working with a union. If there is any relationship with management representatives, it likely has been adversarial after the organizing drive. These challenges make the union representatives’ preparation for bargaining even more critical to ensure success.

Preparing for bargaining does not have to wait until the union has won representation. The following steps can and should be taken in the lead up to an election or official recognition so that the union is immediately ready to request bargaining dates with the employer as soon as the unit is recognized.

Creating your bargaining committee

The bargaining committee can be directly elected by the membership or appointed by elected leadership of the local. In either scenario, for the bargaining committee to be successful it must:

- 1. Represent the unit** - this can mean including members from a variety of job titles, departments, shifts, races and ethnicities, genders, among many other considerations. Everyone in the unit should feel confident their views or experiences were represented in the bargaining process.
- 2. Commit to working together constructively as a group** to understand the issues, prepare proposals, take detailed notes, and strategically communicate with membership on bargaining issues and progress.

The committee must work with the bargaining chair (*who will likely be a CWA staff person*) to define the ground rules for how bargaining will proceed, addressing issues such as:

- 1.** Who will talk at the bargaining table with the company and at what times
- 2.** Who will take notes
- 3.** How the committee will communicate with the wider membership
- 4.** Whether subcommittees or sidebar discussions on complex issues (policies governing a unique department, complex benefit plans, ...) will be necessary and who will participate

The bargaining committee will also take the lead on research to understand the units priorities and the issues that will be addressed at the table.

Bargaining Survey

The bargaining committee can't bargain for their fellow members unless they fully understand the goals and priorities of the unit, which will inform both the proposals they pass at the table and the themes of the campaign.

A typical bargaining survey will:

- 1.** Ask members to rate the priority of known workplace issues
- 2.** Provide a open response section to collect information on other workplace issues not previously identified
- 3.** Inform the member of the need for continued mobilization to secure a contract
- 4.** Request a commitment to continued mobilization through the bargaining campaign.

Items (3) and (4) might seem incidental to the collection of survey data, but they are just as important to the survey process. The bargaining survey is the first mobilization action of the bargaining campaign and an opportunity to keep the unit engaged and prepare them for the campaign to come.

See Appendix III for a sample bargaining survey

You Try It!

Top three messages

Based on the top bargaining survey results, what are your top three messages that will resonate most with your coworkers?

1.

2.

3.

Research to Inform Bargaining

Your fellow members' priorities for a new contract are only a part of the information you need in order to plan a campaign and bargain effectively. You also need to conduct research to understand your employer and the broader context of your negotiation. Critical research to inform your proposals and bargaining campaign is likely to fall under the following categories:

- 1. Your Employer:** This will include the basic facts of your employer, what it does, how it operates, its strategic goals and its operating constraints
- 2. Decision-makers, Influencers and Allies:** The management representatives sitting across from you at the table are not the real decision makers. Research will identify who has the power to make decisions at your employer, who can influence those decision makers, and who in your community can be recruited to help your cause.
- 3. Your Industry:** The employer is best understood in the larger context in which it operates. Understanding competitors and trends in the larger industry will inform your campaign and negotiations.
- 4. Comparable Contracts:** The most straightforward reference points for negotiations of your agreement will be the contracts or other policies in place for similar groups of workers - either at competitor companies, employers in your area doing similar kinds of work, or other recent units that have bargained first contracts.

See Appendix IV for a research guide which includes important questions for you to answer through research and sources for information.

Requests for Information

Under the National Labor Relations Act (NLRA) of 1935, every employer has a responsibility to furnish information the union requests that is relevant to the bargaining process or to the employees' terms or conditions of

employment. Although the requirement to fulfill information requests is not as formally established under The Railway Labor Act (RLA) of 1926, which governs labor relations in the railroad and airline industry, the law does require employers and unions to "exert every reasonable effort" to make and maintain contracts which has historically including sharing necessary data to evaluate and formulate proposals. Rules governing contract negotiations for public sector employees can differ considerably depending on the applicable local, state, and federal laws.

In bargaining, information requests should be crafted to understand the underlying facts regarding the company's and union's issues and proposals.

Your initial data request should focus on the basics of compensation and the high priority issues identified by the membership. Your first request will likely include:

- 1. Employee Census:** a list of employees in the unit along with important information for each, such as: work location, years of service, wage rate, benefit enrollment status.
- 2. Benefit documents:** this will include plan documents and summary plan descriptions (or SPDs) which will describe the details of all benefit plans. This should also include premium and contribution rates for medical, dental and vision and other contributory plans..
- 3. Policy statements** or a written description of policies covering all significant aspects of employment (such as paid time off, severance, overtime). A goal of a first contract is often to formalize these policies as written agreements even as we fight to expand and improve them.
- 4. Labor Costs:** a "total compensation sheet" will break down your employer's total costs by category (basic wages, overtime, health care, dental, etc). For our employers, costs are often the key consideration and constraint when assessing union proposals. Understanding the employer's labor costs will give us critical context for our economic proposals.

Through the bargaining process, additional requests should be written as the employer presents their con-

cerns and proposals. If the company cites the state of their business or financial concerns as an explanation for their proposals (or the rejection of the union's proposals) you should submit data requests to better understand the company's financial health.

Understanding the information described in Sections II, III and IV above will give you the information you need to identify issues, craft proposal, argue persuasively for your proposals and center your bargaining campaign on the right issues that will inspire your co-workers to mobilize for a contract that will make meaningful improvements in their lives.

Assess Resources

Bargaining a first contract is hard work and requires all hands on deck! Now that you've done the research to understand your unit, the employer, the industry and the decision makers, it's time to meet with your unit leaders, staff representatives, organizers, local leaders and any other significant contributors to assess the resources that will be available to the campaign.

1. Members: this is the fundamental determination of a successful contract campaign. Well-prepared negotiators can achieve big things with active members but even the best negotiator is powerless if the membership is complacent or demoralized.

Key questions to ask include:

- Are the members engaged?
- Are they ready to mobilize?
- Who are the leaders who can take on coordinating mobilizations with the bargaining committee?
- What are other roles for your fellow members in the campaign?
- What members could have public facing roles?
- What members have relationships to decision makers, influencers or allies?
- What kinds of mobilizations will members participate in and be most effective?

2. Local: The local you've affiliated with has lots of experience bargaining and will have resources that will be indispensable in your campaign.

Key questions to ask include:

- Does the Local have a standing mobilization committee to work with your mobilization leaders on ideas and support their actions?
- What relationship does the Local have with community allies and local elected leaders who can put pressure on the decision makers at the company?
- What past experiences has your local had with campaigns that you can draw on for inspiration?

3. International Union: The CWA International Union has specialized knowledge (including legal and research expertise) that can guide your campaign.

You should be prepared to utilize all these resources in your campaign to bring the employer to the table and bargain for a good first contract.

Setting and Communicating Goals

Understanding what your members want, how the company works, and what resources you have at your disposal means you can set substantive, achievable goals for bargaining and communicate those goals with your membership.

Examples are:

- A new grievance / arbitration procedure protect members and fairly resolve issues
- New protections against outsourcing of bargaining unit work
- A more equitable distribution of wages
- Protections against workplace discrimination

These goals will inform your mobilization campaign, your communications with the bargaining unit and will be the basis by which you assess proposals put across the table by the employer. After a long bargaining process, having clearly communicated your bargaining goals with your fellow members can prevent a contract from failing at the final yard line of the ratification vote.

Developing a Timeline for the Contract Campaign

For a first contract, a realistic time frame for bargaining will depend heavily on the stance of the employers.

Some employers recognize the value of working with the union to solve workplace issues and will bargaining productively to reach an agreement. Other employers will see the bargaining process as a new opportunity to show the workforce that collective action is ineffective and to break the members' new union. Usually employers will fall somewhere between these two extremes.

If the employer is committed to reaching a mutually beneficial agreement, productive bargaining sessions can be conducted to discuss issues and reach an agreement in a matter of weeks or months. It will still be critical in this scenario to prepare our mobilization structure and take action to engage members and apply pressure to management.

If the employer is taking a more combative approach, management representatives will seek to drag out the process, making it difficult to schedule bargaining dates and refusing to engage in substantive discussion when negotiations occur.

Management will use the time gained from drawn out negotiations to undermine the strength of the union - possibly including targeting leaders for discipline or termination, changing the composition of the unit through hirings, firings and transfers, and going around the union leadership to communicate directly with members.

In these situations, time is working against you. An aggressive campaign timeline, with a plan for escalating mobilization is critical to put pressure on the Company's decision makers and move negotiations forward. The campaign should set a goal for completing negotiations (for instance, 12 months) and then work backwards to plan the mobilization campaign.

From your research, there are certain events you should look to guide your planning:

- 1. Company calendar** - What important dates are coming up for the company? Board meetings? Investor presentations? Product launches? Staff meetings? You should be aware of these dates and plan to incorporate them into your campaign as opportunities for publicity and to leverage power.
- 2. Community events** - Think broadly about opportunities you will have to put pressure on the company. Are there political or community allies who can be adopted into your campaign.
- 3. Decertification** - Following a new union's certification by the NLRB, a new election to dissolve ("decertify") the union cannot be initiated for a full year. Employers are well aware of this timeline and will work tirelessly to create the conditions for a decertification. After a year, 30% of the membership can sign a petition to the NLRB initiating a decertification election. Decertification processes similarly exist under the Railway Labor Act and many laws governing public sector bargaining, although the specific one year moratorium for newly organized units may not apply.

Regardless of the stance of the employer, there's no reason to delay in initiating bargaining once the unit has secured representation. ***The preparations discussed in this chapter should be integrated into the later stages of the organizing campaign so that you are ready to request bargaining dates as soon as the election has been won.***

STARTING TO BARGAIN

FIRST DAY OF BARGAINING

Opening Statement

This is the union's first opportunity to set the tone for bargaining, by communicating our members' priorities. The opening statement can include the union's bigger picture view of the company and the mutual benefits of addressing our top priorities. The central emphasis should be communicating that the company's employees have serious problems and have sent their bargaining committee to the table with management to address them. Both sides have an interest in addressing these issues and your members have communicated they are willing to mobilize if management won't work productively to solve them.

Suggested Language to Use During the First Bargaining Session


*After surveying our members, it's clear that there are several important issues they expect us to address...
Our members have identified the top issues as...
We seek an open dialogue to resolve issues but our members have made it clear that these are issues for which they are willing to fight...*

First Proposals

These should reflect the goals and priorities of your members and echo the priorities discussed in the opening statement.

First proposals can be aspirational.

Write proposals that reflect how your committee believes issues should be addressed without preemptively compromising based on your expectations of employer push-back. When union representatives clearly communicate the interests and views of their membership with aspirational proposals, it allows the company to respond with their concerns and establishes an opportunity for communications between the parties.



You should be open to listening to criticism of your proposals by the company representatives. You are not expected to be an expert on your employer's operations and push back on your proposals is inevitable. Listening to the feedback of your counterparts at the table is an opportunity to gain a better understanding of how management thinks, which will help you write better proposals. Addressing legitimate concerns you've heard across the table in subsequent proposals can demonstrate your good-faith intention to find solutions to workplace issues.

First (and all) proposals are strongest when you can make a persuasive case

that they are reasonable or justified, especially in reference to objective criteria such as agreements for similar units, competitor practices, and industry trends.

First proposals do not need to cover every important topic.

First proposals can be issues of the highest urgency or priority for your members or can focus on the fundamental building blocks of union representation.

It is common in negotiations for economic issues that would result in increased costs for the employer (such as wage increases) to be postponed and addressed later on in bargaining, after non-economic or potentially mutually beneficial issues have been agreed on and both parties have established a clear intent to achieve a final agreement.

PROPOSAL TOPICS

Every employer and bargaining unit is different, and the high priority items that need to be addressed in bargaining will vary across industries, geographies, and employers. However, you should be aware of the categories of workplace issues that all negotiations should seek to address.

1. The Fundamental Issues That Motivated Your Organizing Campaign or Were Communicated in Your Bargaining Survey

These are, of course, the concerns that motivated your co-workers to start an organizing committee, sign cards, and vote for a union. These issues will continue to be central to your bargaining campaign and need to be at the core of contract negotiations.

This is likely to include basic economic issues addressed below, but is just as likely to include issues like discrimination in hiring or promotions, abusive discipline practice, unfair scheduling policies, or any number of company practices that are harming members.

2. Building the Union and Enforcing the Contract

These are the unglamorous, but vital provisions that build strength in the union, allow you to enforce the contract, and put you in a better position to win improvements in future rounds of negotiations.

Union Recognition - Establishes the role of the union as the exclusive representative of the employees in the bargaining unit and secures the members' ability to elect representatives that can address any workplace issue with the company. It will also define the scope of the unit either by job title, work location, work function, or some other method. This will determine whether future hires will automatically join your unit, enjoy the protection of the contract and grow worker power.

Just Cause - In America, unrepresented workers are considered "at-will" employees, meaning the employer has the ability to discipline or dismiss any employee for any reason or no reason at all. Union contracts often include "just cause" language to ensure that any dismissal or discipline meets a well-defined legal standard of proof and fairness.

Dues Deduction - The fact that union work is completely self-funded by its membership is integral to the union's role as an independent

voice for workers. Dues deduction and authorization provisions allow for union dues to be deducted from the paychecks of members that sign up. Electronic authorization signed by workers using secure online forms with digital signatures are now standard practice.

Grievance and Arbitration Procedure

- Inevitably, conflict will arise between members and management on the interpretation of provisions of the contract. A grievance procedure is a formal dispute resolution process to ensure that the protections under the contract are properly enforced. If the union and company cannot come to an agreement, the issue can move to arbitration where both sides will argue their case and abide by the decision of the arbitrator.

Union Security - Unions can suffer from "free rider" problems where members can benefit from the work of the union without having to join. Union security provisions ensure that all the members of the unit support the work of bargaining and raising working standards through "agency fee" payments. Some US states have banned union security protections through so-called "Right to Work" laws (we call them "Right to Work for Less" laws!).

New Member Orientation - This provision gives the union a chance to meet with new hires as part of the employer's orientation process. Ideally, this meeting should be mandatory, on the clock, and scheduled during new employees' first few days on the job. Union participation in an employer's new hire orientation will validate the union's role in the workplace, giving it legitimacy in the eyes of new hires who are likely to have come from unrepresented workplaces.

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

3. Economics

Pay and benefits are central to the employer-employee relationship and therefore will be an integral part of negotiations. This will include any issue involving the direct transfer of money or services funded by the company to employees, including:

- Wages and Other Forms of Compensation (Bonuses, Differentials, Overtime)
- Insurance and other Benefits (e.g. Medical, Prescription Drug, Accidental Death and Dismemberment, Life, Dental, Vision, Disability, Savings, Pensions)
- Paid Time Off - Vacations, Sick, Parental Leave, Holidays

Think broadly about what progress means. Note that progress on these issues does not necessarily mean big wage increases or benefit improvements. Committing employers to maintaining the status quo, limiting future increases to members' costs in the benefit plans, a fairer process for wage increases or approval of benefit payments, or more equitable access to benefits are all examples of significant wins that will provide security for the unit and improve working conditions without necessarily incurring new costs that might be a roadblock to an agreement.

See Appendix VI for sample language on union building.

Subjects of Bargaining

Under the National Labor Relations Act, employers must enter into discussions with the union to reach agreement on the terms and conditions of employment - which include wages, hours and all working conditions. These are considered **MANDATORY** subjects of bargaining because it is illegal under the NLRA for an employer to refuse to bargain in good faith on these topics. Other subjects may be discussed at the table but the employer is under no legal obligation to enter into good faith negotiations on the topic. These are considered **VOLUNTARY** subjects of bargaining and include provisions covering retirees or other groups not in the bargaining unit, policies related to the operation of the business, or the operations of the union itself. There are also subjects that, under the law, cannot be bargained by either party. These are called **ILLEGAL** subjects and include provisions that require the employer to hire only union members in good standing (called "closed shop" provisions) or that discriminate against protected classes of workers. Permissive or illegal bargaining subjects is not as clearly defined under the Railway Labor Act ("RLA"). However, the RLA imposes a broad duty on employers and unions to bargain on subjects "concerning rates of pay, rules and working conditions," including union security and dues check-off agreements. Mandatory, voluntary or illegal subjects of bargaining for public sector workers will vary depending on the applicable state, local and federal laws.

Writing proposals

Proposals passed across the bargaining table do not need to take the form of finalized contract language. Instead, it is more important that proposals are written to be clearly understood by both sides.

**Remember the
3 “S’s”!**
Union proposals should be:

Simple:

Use the simplest words and sentences possible. Avoid “legalese” or complicated sentence construction.

Specific:

Describing time frames, processes, and responsibilities using generalized language creates opportunities for mismatched expectations from the members and management. Write proposals that use specifics and eliminate uncertainties when possible. For instance, instead of “after a reasonable period” use “after 90 days”.

Strong:

Avoid mitigating words that soften the intent of the language. For instance, “will” or “must” is better than “may” or “can.”

Proposal language should be reviewed by the bargaining committee to ensure that it is clear, that the impact of the proposal on all parts of the membership have been considered, and that it is consistent with other union proposals on the table or tentative agreements already in place.

Setting Bargaining Dates

The Bargaining Committee (working through the bargaining chair) and the company’s representative will need to work together to set dates for the two sides to meet in formal bargaining sessions.

It is usually in the interest of the union to maintain forward momentum and do everything possible to set up bargaining dates as soon and as often as possible. Persistent bargaining sessions put pressure on both sides to move forward on issues, including making proposals that demonstrate substantive movement toward an agreement.

Participating in bargaining sessions without demonstrative substantive movement will build a case for “surface bargaining,” which is a violation of each side’s legal obligation to bargain in good faith. Employers can be found to be acting in bad faith if they take this delaying tactic too far. This is why employers that are looking to avoid reaching an agreement will offer few dates, spaced weeks or months apart. If the employer causes extensive and unjustified delays between bargaining sessions, that may constitute a violation of their good-faith obligation.

Committee members making themselves available to accept all dates offered is one way to put pressure on the employer to engage in serious negotiations.

Bargaining Sessions

Once scheduled, bargaining sessions will be attended by the Company's and members' representatives. Issue matter experts may be invited to the bargaining sessions to answer questions or explain proposals.

Bargaining sessions may consist of passing new proposals or discussing proposals on the table.

On the union side, the Bargaining Chair will lead the process at the table. Decisions will be made ahead of time to decide who will present proposals or speak to issues. It is in our best interest to have a plan to guide the discussion at the table and to avoid surprises.

Note-taking is a crucial part of every bargaining session. Notes taken in bargaining can be used as evidence in arbitrations to determine the intent of contract language once an agreement is in place. It will be the responsibility of all bargaining committee members to take clear and well organized notes of the discussions at the table for future reference.

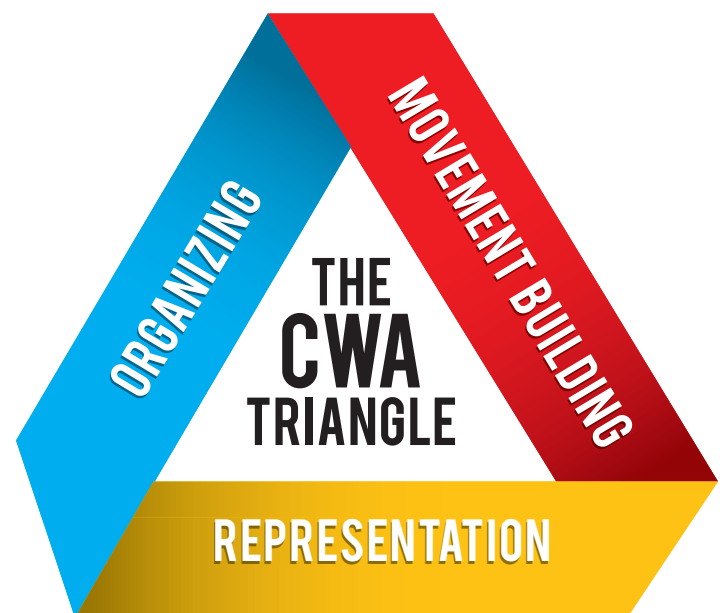
The employer's representatives may seek an agreement on "ground rules" that will determine how negotiations will proceed. Be wary of these proposals to limit your bargaining. Company representatives are often looking for ways to limit your ability to mobilize the membership. For instance, an agreement preventing unit members from observing bargaining sessions would prevent us from mobilizing membership to show up at the table - which can be a powerful demonstration of solidarity.

Bargaining Is A Power Relationship

Power determines outcomes in bargaining. Mobilization campaigns are the most effective way that members can pressure the employer for refusing to bargain or to meet reasonable union demands. A well planned mobilization campaign will raise the cost of the employer's anti-worker behavior until it's more attractive to them to reach an agreement.

Good contracts are successfully negotiated based on how effectively we can harness our collective power on and off the bargaining table. The most important source of our power is our unity. Building that kind of unity takes effort and active engagement on all sides of the CWA Triangle.

For that reason, successfully ratifying a first contract is a process that requires mobilizing, community and political action.



HOW MOBILIZATION CAN SUPPORT THE BARGAINING PROCESS

Through mobilization, the unit can build unity and harness the power they need to strengthen their position at the bargaining table. Mobilization is an effective way to keep everyone engaged in the bargaining process and prepared for taking action.

- The solidarity that comes from mobilization minimizes the anxiety and frustration some may feel during negotiations. It is common for members to feel helpless or wonder what is going to happen. This is a good way to channel that energy back into the contract fight and empower members to take control of their own future.
- Bargaining and mobilization go hand-in-hand. Deploying the right kind of mobilization tactics at the right time in the bargaining process can make all the difference.

The first task is building the workplace structure. Mobilization efforts will fail without a solid workplace structure. For units bargaining for a first contract, it is likely that this structure has been set up during the organizing phases of the campaign. However, the workplace structure has to be constant-

ly utilized and tested prior to and during to bargaining. The mobilization structure can be used to inform workers on ongoing bargaining priorities and take collective action when necessary. The mobilization team reviews the success of each activity to determine if everyone is being reached and to fix holes in the mobilization structure.

The mobilization team and the bargaining committee have to be on the same page to exercise mobilization to its fullest potential. Mobilization and bargaining move along a parallel timeline which is why it is critical that the two teams have to be in lock step with each other. The leaders/chairs of mobilization and bargaining have to stay in constant contact and work together to ensure that mobilization efforts are strengthening the negotiating position of the bargaining committee.

One-on-one conversations and collective action are vital components of mobilization. One-on-one conversations are an opportunity to directly engage and develop relationships with co-workers. Collective actions begin with low-risk solidarity actions and may gradually escalate into more confrontational actions.



STRENGTHENING OUR BARGAINING POWER THROUGH POLITICAL/COMMUNITY ACTION

Workplace factors are not the only power dynamics that play a role in determining our strength during bargaining. Political and economic realities can have a significant impact on our ability to successfully bargain a first contract. Existing laws and regulations could limit or raise our bargaining position. Similarly, economic conditions such as overall unemployment or median income could impact what we are realistically able to bargain for. Employers will always exploit any existing circumstances to their advantage during bargaining. This is why we have to actively engage on this end of the triangle.

Building Political Power

Political power is a critical piece that can impact our ability to win and enforce good contracts. It is one of the primary sources of our union power. That's why corporations and anti-union forces have launched a wide scale attack to limit the amount of political power working people have. Employers use their resources to build political power and influence elections and enact laws that make it difficult for workers to fight for their rights on the job. This has resulted in a decrease in union density over the last few decades.

The level of political support we have is something our union can control. However, it requires a great deal of resources that can only be gained through organizing. Union members and working people as a whole have to understand what they stand to gain when they collectively organize to harness their political power.

Political support during contract campaigns can have a significant impact. We can garner this kind of support by using CWA's Political Action Fund (PAF) to support pro-worker candidates, hosting briefing sessions and events with public officials, mobilizing to pass pro-worker legislation and holding elected officials accountable for their actions. We should never assume that public officials care about or even know about our fights. We have to harness our collective power and use it to push them to stand up for workers' rights and publicly sup-

port our union campaign. All of this in turn will increase our power and leverage at the bargaining table.

Community support

Solidarity action with fellow unions is important, but the ability to partner with non-union, community organizations is also essential to the success of our work. Success starts with relationships and joint activism. History shows us that our power and chances of success increase even in the face of daunting circumstances – when we work with community partners. Time, communication, and responding to each other's critical issues are necessary to develop and maintain supportive relationships in your community. These relationships have to be cultivated and maintained even when we do not have an immediate need for their support.

Potential community allies can include other unions, faith groups, advocacy groups, environmental groups, political groups, students, public figures etc. When trying to figure out which community ally would be best to build a relationship with it is helpful to ask the questions:

- What organizations are members already involved in?
- Which organizations or groups might have a stake in the outcome of bargaining? *For example, if management at a hospital system proposes reducing staff, partnering with a patient advocacy group to support safe staffing levels can increase pressure on management to back off proposed staffing cuts. Consumer Advocacy groups can help provide support when bargaining for membership that assist retail customers.*

During contract negotiations these relationships can be used to host events such as town hall meetings or panel discussions in partnership with community organizations to highlight bargaining/employer issues and garner more support from the community thus increasing our power at the bargaining table.

CONNECTING LOCAL LEADERSHIP TO ORGANIZING AND BARGAINING

Running a first contract campaign requires coordination. Local leadership, CWA staff representatives, the organizing team, bargaining committee, and mobilizing committee are just some examples of the different players involved in any given contract campaign. In some cases these roles might overlap.

All of these pieces play a crucial role in winning a first contract but only if they work together. Contract campaigns can easily fail if the different groups that are taking part lack clear communication and coordination. It is critical that all of these groups stay in close communication, especially once bargaining begins. Each should know what the other is doing and view each other as a resource and part of the overall strategy to get a good contract.

It is important to establish clear lines of communication and outline the roles and responsibilities of everyone involved at the outset of the campaign.

The campaign plan including the theme, slogan, surveys, educational materials, collective actions, escalation plan and any potential sticking points has to be developed by working together.

Events at the bargaining table dictate the appropriate level of intensity and focus of everyone else involved. This is why the bargaining committee has to stay on top of the communication flow. The leaders from each group should meet to talk through what they expect from one another during the negotiations. They should figure out how they will stay in close contact throughout the negotiation process, i.e., daily meetings, phone calls, etc. Only by doing so can we ensure that we are setting up a successful contract campaign to not only win good contracts but administer and enforce them.



Bargaining Reports

Strategic communication about what's going on at the bargaining table is important because isolated pieces of information, without context, can undermine the process, hinder productive conversations with the employer or undermine the ability of the committee to get a final agreement ratified by the membership. Typically, bargaining committees work together to write regular bargaining updates to membership to keep the members informed on progress while allowing space for open conversations to proceed at the table toward a final agreement.

TAKING COLLECTIVE ACTION TO INCREASE OUR POWER IN BARGAINING

Negotiating a good contract depends on a strong and active membership. Management's response at the table will be based on whether it believes that the union speaks on behalf of an engaged membership that is willing to take action to show its power. Members will take the necessary steps only if they have felt involved in developing the campaign's goals and strategies, and have developed a strong feeling of unity with their co-workers. The involvement of members keeps them from seeing "the union" as something separate from them. Instead of sitting back and waiting for service from the union, workers begin to realize that they are the union and have responsibility for the union's victories and its defeats.

Union proposals usually cost the employer money or limit their control over their employees. This means that the employer will resist unless meaningful pressure is applied. Often, when most people think of union pressure, they think of strikes. Strikes are only one form of pressure that might be necessary in some contract campaigns. However, there are many other types of collective action that put pressure on the employer before making the decision to go on strike.

We should always assume that collective action will be necessary during bargaining to get the agreement our members deserve. It may be tempting to wait to see if an acceptable agreement can be reached without mobilizing. However, most collective action takes considerable time to organize effectively. We must build our mobilization structure and educate our fellow members before asking them to take action. If we don't prepare, this gives management the upper hand. When management sees that the union is prepared to apply pressure, the threat of action can have even more of an impact on management than the action itself.

Tactics are not universally successful or unsuccessful, it depends on the particular employer and what they care about. For example, to some employers, media coverage is very important and to others, it makes little difference. Your research on the employer can also be helpful in guiding what mobilizations you do during bargaining.

Why Use Escalating Tactics?

- It builds members' confidence and commitment. At the beginning of the campaign, members may not believe that they have the power to take on management or that other workers will stand by them if they do. By taking escalating action over time, workers are not asked to make a leap of faith all at once. Instead, workers can participate in an activity that is relatively easy to organize and has little risk, but shows workers their power.
- It keeps the blame for increased confrontation on management where it belongs. Members, the media, and community allies understand that the union only continued to take action when management failed to respond to smaller-scale actions
- Organizing well planned actions that match management's behavior will put the workers in a "proactive" position rather than a "reactive" position.
- Successfully carrying out a series of increasingly stronger actions creates more power for the bargaining committee at the table. Offering to compromise will be the only option left for management to avoid further pressure.

It is also important to consider

The types of actions we take to put pressure on management:

- What are our resources and strengths as a union?
- Where does the employer have weaknesses?
- How is each action we take going to increase pressure on the employer?

Start Slow, Then Turn Up the Heat!

It often takes a combination of tactics to win. There is no one perfect action that will magically bring about a collective bargaining agreement. We have to prepare our members to take a series of actions over time that put more and more pressure on management until they agree to the union's demands.

For example, if everybody at a workplace wore the same color wristband or tied a ribbon to their truck antenna, these are relatively low risk, low visibility tactics. Over time, you might escalate to a collective action where everyone delivers a petition to management, and finally to some form of work stoppage if needed. These can be classified as high risk, high visibility tactics.

If only 30% of your bargaining unit has filled out the bargaining survey, you are probably not ready for a high-risk, high-visibility action. Are there holes in your mobilization structure or groups of workers in the bargaining unit you haven't been able to reach?

If 75% of your members signed onto a petition, you may be ready to take a higher risk action that places more pressure on management.

Building our Structure and Testing our Capacity

One of the reasons why we use escalating tactics in a contract mobilization campaign is to make sure that our members are ready to take action and demonstrate our power to the employer.

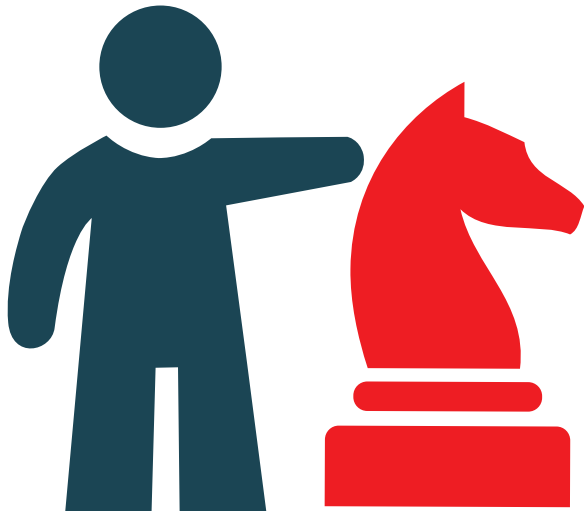
This also gives us the chance to test our mobilization structure and make sure we have an effective way of communicating one-on-one with every member in the workplace or bargaining unit in a short period of time.

We don't want plan our first mobilization action when the employer proposes something outrageous at the bargaining table. We have to build this muscle over the course of the contract campaign, and year round.

Below is a chart that demonstrates one way of tracking member participation in a series of actions around bargaining. This is a helpful tool to understand how many members are engaged and prepared to take action at any given time.

Action Escalation Participation					
Action	# Members attend	Participation %	Goal participation #	Date	Debrief
Membership Card	70	54%	100%	Ongoing	Ongoing
Bargaining pledge	87	67%	100%	Ongoing	Ongoing
Bargaining Survey	58	45%	100%	Ongoing	Ongoing
Attend Bargaining	25	19%	n/a	1/28/21	no
Attend Bargaining	16	12%	n/a	3/10/21	Yes
Attend Bargaining	21	16%	N/a	3/11/21	Yes
Outsourcing petition	83	64%	100 signatures	4/20/21	yes
Attend Bargaining				5/26/21	
Union Happy Hour				6/3/21	

Evaluating Potential Strategies and Tactics



When evaluating possible tactics to deploy during contract negotiations, it's important to consider the following:

What purpose does this tactic serve?

Each tactic has to serve a purpose. For example, building solidarity among workers or between workers and potential allies, or weakening the employer by distract them, costing them resources, or disrupting their strategy.

Will the tactic surprise management?

A surprise factor can be just what is needed, in some situations, to push the campaign over the finish line. A tactic which catches management off guard can have a unique effect on the employer.

Does it target people in management who control the decisions?

Different officials in management may have different long-term interests and career concerns. Figuring out who really holds the power and tailor the tactics to affect them is a crucial step.

Will the tactic teach members new skills and build the union?

We must invest in not just one campaign but in building long term sustainable worker power as well. If potential tactics will allow members to learn new skills and produce more activists and leaders in the union, then the union will be stronger and better prepared not only the next contract campaign but enforcement of the contract and other battles.

What will the tactic cost in terms of money, staff time, and volunteer efforts?

It is important to evaluate whether or not the union has the necessary resources to successfully execute a certain tactic.

Could the tactic backfire?

Evaluating whether or not a particular tactic could potentially backfire is essential. If it does, it does not necessarily mean that we have to abandon said tactic. It might just mean that we have to be more careful in how we implement it.

Would the tactic expose workers to job loss or other discipline or the union to legal liability?

It is absolutely crucial to thoroughly discuss with workers, union leaders and other parties such as attorneys any potential risks that may arise and take the necessary precautions ahead of time.

PREPARING FOR A STRIKE

CWA's Strike Policy

If smaller-scale, lower pressure actions have failed to get the results we need during contract negotiations, going on strike might be necessary to create enough pressure to force management to meet the union's demands. However, going to strike is a serious undertaking for the union. Since a strike is the highest form of mobilization, it requires meticulous planning and a strong and committed group of workers and leaders to be successful.

At CWA, there is a specific process and necessary steps that a local or a group of members have to take to go on a strike.

The first step to go on strike always begins with the members.

The members from the locals involved have to hold a meeting, present and discuss the issues and vote by secret ballot on whether or not to go on strike.

The CWA Constitution, Article 18, Section 6 states that, "a local shall call a meeting wherever feasible and present the issue or issues involved. Members present shall vote by secret ballot. If a meeting is not feasible, balloting may be done by mail, or otherwise. A majority of the members voting shall determine whether or not to strike. Notice of results sent to the Vice President and President."

The second step is to get an authorization from the CWA Executive Board.

A request for authorization is made to the CWA Executive Board. A detailed presentation with all the necessary information and preparation items will be made by the responsible CWA District, Sector or Division Vice President or President.

The CWA Executive Board will review the Strike Authorization Checklist - a list of actions that must have been taken by the local in order to ensure the strike can be won. Once the review is complete, the Executive Board will make a decision on whether or not to provide strike authorization.

If the Executive Board does authorize the strike, the CWA President has the responsibility and authority to set a strike date.

The CWA Member Relief Fund

The CWA Member Relief Fund (MRF) is a fund that CWA uses to maintain picket lines during a strike. It is used to directly assist strikers or victims of collective bargaining strategies. Strikers are obligated to perform strike duty to be eligible for strike benefits.

Roles and Responsibilities of Strike Committees

To run a successful strike each committee has to understand and execute its responsibilities while staying in communication and coordinating with one another.

Local Strike Coordinating Committee is responsible for:

- Setting up the other committees by recruiting committee chairs and members.
- Meeting logistical needs such as office space, that includes a confidential room to discuss members' healthcare needs.
- Getting the Strike Fund Coordinator trained.
- Collecting committee members' contact and other relevant information.

Strike Fund and Community Services Committee is responsible for:

- Coordinating with the District Fund Director to set up a separate account for Members Relief Fund and handling strikers' medical expenses.
- Coordinating with AFL-CIO Community services to connect with local services when needed.
- Writing and distributing checks to picket lines.
- Collecting Defense Fund Certification (DFR 1) from each striker.

Mobilization Committee is responsible for:

- Listing all work locations and preparing duty rosters for each shift at each location before the strike begins.
- Recruiting and training mobile picket captains.
- Distributing helpful education materials such as "Do's" and "Don'ts" of picketing.
- Distributing MRF checks if necessary.
- Preparing signs and distribute supplies as needed.
- Continuing mobilization for the contract campaign.

Membership Communications Committee is responsible for:

- Putting out a daily strike bulletin that provides updates on bargaining.
- Setting up a strike update alert system either through text, email and/or phone.
- Establishing a members only web-page to provide detailed information.
- Staying on top of the information flow and debunking false information.

Public Communications Committee is responsible for:

- Ensuring that everyone is on the same page about the public message.
- Updating the public message as needed.
- Keeping the media engaged and informed.
- Responding to public attacks on the union.

IV.

Resolution



REACHING A TENTATIVE AGREEMENT

Resolution of the bargaining process begins with what is called a tentative agreement. A tentative agreement means that both the union's bargaining committee and management have agreed to contract language that represents the consensus formed on each of the issues discussed during bargaining.

No contract will become effective without the majority of union members in the bargaining unit voting in favor of it. This is a very important part of union democracy. If the majority of voting workers in a bargaining unit do not agree with the terms and conditions of the contract, it will not move forward, and the union's bargaining committee will request that management return to the table.

Note:

The bargaining committee should be aware of the stance of the membership and be prepared to explain the agreement. Failed ratification votes do not necessarily improve your leverage at the table and may leave you in a worse position by undermining the Company's faith in your ability to represent your co-workers. The bargaining committee should understand the bright lines for your co-workers and be clear with the Company at the table if you don't believe your members will accept a proposal. It's the job of both the Company and the Union representatives to work toward a proposal that the unit will accept.

VOTE YES ON TENTATIVE AGREEMENT (TA) CAMPAIGN

The bargaining and mobilization committees' work does not stop at the tentative agreement!

It is the responsibility of the bargaining and mobilization committee to educate and inform the broader membership about the tentative agreement so that they vote in favor of the contract. In conversations with members, think about communicating the following important pieces of information:

- What are the best parts about the contract? Where was the union successful?
- Where can members see their priorities reflected in the tentative agreement?
- Why did the bargaining committee agree to the deal that they did?
- Where was management unwilling to compromise?
- Where did the union have to make sacrifices?
- Is this language something the union can build upon in future contract negotiations?

These conversations should happen one-on-one between mobilization coordinators and members in their workplaces, at general membership meetings, and quick break room meetings scheduled to brief members on the contract. It is also good to schedule a specific **contract explanation meeting** where members can come and learn all about the contract and bargaining process.

Try to have these conversations as many times and with as many people as possible!

Members who did not participate in the bargaining committee aren't going to be as familiar with the contract or the process so it is the role of the folks involved in the bargaining process to catch them up and make sure everyone is on the same page moving into the ratification vote.



Members who are considering voting no on a tentative agreement should have the following questions in mind:

- Are you willing to take action to get a better outcome when the bargaining committee returns to the negotiating table? Will you talk to your co-workers?
- Is there a plan to mobilize in a way that will change management's mind on key issues?
- What new contract language would you be more likely to agree to?

It is also important to develop educational materials with information about the contract that can be distributed to the membership at large.

Flyers that can be posted on bulletin boards, postcards, union's website, social media and mailers with contract highlights and victories, and other materials that are easily passed around the workplace help make sure members are informed and engaged before the vote.

Make sure your bargaining committee speaks with a united voice!

Lastly, make sure as you begin educating and informing the membership, that your entire bargaining committee is on the same page about the message. It can be very difficult to make the case to members that they should vote in favor of the contract when the bargaining committee isn't united.

This does not mean that every member of the committee agreed with every decision made while at the table. This does mean, however, that folks are willing and committing to presenting a united front to the membership about the tentative agreement.

Contract gains happen over years of organizing, mobilizing, negotiating and building power for our union in the workplace. Sometimes we vote "yes" on contracts because this is the best we can do right now. Getting a contract in place - even if it doesn't have everything in it that we wanted - is not the end of our dreams and aspirations for the workplace. It's the beginning.

RATIFYING THE CONTRACT

It is the responsibility of the bargaining and mobilization committee to make sure as many members as possible participate in the ratification vote. Organizing tools like lists, charts, and assessments are helpful ways to make sure each member has been contacted, informed, and asked to vote.

The number of people that participate in the voting process sends a powerful message to management about the importance of the issues in bargaining and the power of our union.

Once members have a chance to vote, the agreement will either pass or fail. If it fails, the union's bargaining committee will request to return to the table with management. If it passes, we move on to implementing the contract!

Don't forget to celebrate and debrief your campaign! It is important that we celebrate our victories and pause for reflection after any campaign to think about what went well and what we can do even better to strengthen our efforts and build our union's power in the future.

ENFORCING THE AGREEMENT

After a union's membership votes to ratify the contract, this does not mean the fight is over! As workers we know that we need to continue to stay organized and mobilized, to win even better pay and benefits during the next contract fight.

Our union contract is **most powerful** when we know it even better than management and are prepared to enforce it at every turn.

One of the critical roles of CWA stewards as workplace leaders is to help enforce our contracts and support their co-workers to do the same.

See steward.cwa.org for more resources on training stewards, and setting up effective steward structures that help our union make sure our contracts are enforced. If we do not enforce our agreement, it is just words on paper! Workplace leaders who build power with their co-workers to resolve problems and hold management to their end of the bargain play a critical role in making sure our union has **even more** power next time we bargain with management.



Bargaining FAQ



1. Do the union or employer have to agree with proposals made?

No. Labor law doesn't require the union or the employer to agree to any bargaining proposal. The law only requires the parties to negotiate in good faith with a sincere intent to reach agreement.

2. Who bargains with the employer on behalf of me and my co-workers?

You do. Members bargain with the support of local and national union to achieve the goals which the group has established. Bargaining committee members are selected and have a duty to fairly represent the membership under labor law and CWA policy. It's a job that we take very seriously. After all, the contract represents everyone's voice and working conditions!

3. What does the bargaining committee do with member feedback?

If a survey has been distributed, the bargaining committee analyzes feedback in a way that reflects the priorities of your workplace, and compiles responses. Top issues are identified and help form the basis of the union's bargaining proposals to the employer.

4. What else does the bargaining committee do to prepare for negotiations with the employer?

A general request for bargaining unit information is sent to the employer with a reasonable deadline to respond (*e.g. member pay rates, seniority, classification, health care plan use; employer finances, pension summary plan descriptions, current work rules, and other pertinent information*) to help inform the union's bargaining proposal and assess our leverage. We have a right to any information pertinent to the working conditions of co-workers in our union. Training may take place to prepare the bargaining committee for

negotiations, including how to research the employer or cost a contract proposal. The bargaining committee takes its job very seriously and consults a variety of resources to be sure that it is preparing a comprehensive and relevant union bargaining proposal on behalf of fellow members.

5. Are there any limits on what the employer and union can bargain over?

The employer and union are required to bargain over issues that have to do with your wages, benefits, work hours, and other work conditions, including – but not limited to:

- Compensation (including hourly rate or salary, signing bonus, profit sharing, step increases, and benefits)
- Health care plan design
- Pension
- Seniority
- Workplace safety
- Paid time off
- Layoff and recall to work
- Promotions
- Professional enrichment
- Tuition reimbursement

These issues are known as mandatory bargaining subjects. If the employer refuses to bargain over any mandatory bargaining subject, we can file an unfair labor practice charge with the NLRB or the appropriate state agency.

The employer and union are not required to bargain over issues that are indirectly related to wages, hours and other work conditions. These issues are known as permissive bargaining subjects.

The United States Supreme Court, the National Labor Relations Board, and counterpart state courts and labor boards have decided that while the union and employer can bargain over these issues if they want,

it is not a labor law violation to refuse to bargain or stop bargaining over permissive bargaining subjects, which include:

- Cost of living adjustments (when calculated beyond contract term and for some public employees)
- Issues involving current retirees
- Where a product will be manufactured
- How a product will be manufactured
- Who should be in the union bargaining unit
- Employer or union bargaining committee composition

There are also some illegal bargaining subjects. These are issues that the parties can't negotiate even if they want to, and if they do, any resulting agreement on that issue can't be enforced. Illegal subjects include:

- "Closed shop" clauses that require workers to be union members before they can be hired.
- Provisions that discriminate against bargaining unit members based on race, sex, national origin or another protected classification
- "Hot cargo" clauses that allow members to refuse to handle struck goods
- Super seniority provisions for elected union leaders who don't handle contract administration or grievances

6. What happens if the employer refuses to give the union requested information or doesn't even want to bargain fairly?

We have a legal right to bargain, so we have legal remedies to compel the employer to follow the law and honor our rights. When an employer won't bargain fairly or provide information we've requested to help us bargain in good faith, we can take action in the shop and/or file unfair labor practice charges with the National Labor Relations Board (if we are private sector employees) or the state agency that handles

employer-employee bargaining relations (if we are public sector employees).

Employers often take a hard line at the bargaining table to test our resolve and solidarity. That's why it's so important for us to participate in solidarity mobilizations and stand together. When the employer learns that they can't divide and conquer us, they are more likely to try and negotiate a fair contract.

7. Our bargaining team just notified us that they reached a tentative agreement with our employer and there is a union meeting scheduled next week so we can discuss and vote on it. What does all of this mean? Once the bargaining team and employer reach an agreement, isn't that the end of the bargaining process?

Not at all. The bargaining committee can ask members to vote on, and in some cases recommend the ratification of a tentative agreement. Most contracts are not valid without a ratification vote among the membership of that group! (Almost all first contracts will go through ratification. In the case of contract extensions where the only change is a small wage bump, these contracts do not always go in front of the membership for a vote).

If a tentative agreement is rejected, the union may demand that the employer resume bargaining to resolve the issue(s) behind member rejection, a strike might be considered, or a re-vote could occur – all with the goal of reaching a voluntary binding contract.

8. A few weeks ago, my local union called a meeting where we authorized strike action. What happens if we reject our tentative agreement? Do we strike right away?

It is normal for unions to take strike authorization votes during the escalation period around the bargaining process to unify members and show the employer that if necessary, there is strong support to strike for

the best possible contract terms. However, that strike authorization vote is only a step toward strike action.

The **CWA** Constitution has a strict process to move forward with a strike.

9. I keep hearing people talk about “ULP” strikes and economic strikes. What does the difference mean for me if we strike?

A “ULP” strike refers to an unfair labor practice strike. Under labor law, employees who have a right to strike under federal or state law have certain job protections when a strike is called to protest an employer's unfair labor practice. These same protections don't exist when a strike is called to respond to the employer's economic bargaining offer. Throughout the bargaining process, it is very important for members to recognize that difference.

In the case of an economic strike, the employer can permanently replace all striking workers with new workers to fill the vacated positions. The employer doesn't have to fire the replacements and rehire striking workers if they want to return to work. Rather, striking workers who can't find a job substantially similar to the one they struck are placed on a recall list and rehired as jobs that they are qualified for open.

In the case of an unfair labor practice strike, strikers cannot be permanently replaced and can return to the jobs they struck, even if the replacement workers hired by the employer during the strike have to be fired.

Whether a strike is a ULP strike or an economic strike is determined by the National Labor Relations Board or public sector counterpart agency for public employees with the right to strike. You can get more detailed information about federal labor law's treatment of ULP and economic strikes at www.nlrb.gov/strikes.

VI.

Glossary of Terms

ARBITRATION: A final and binding resolution of a dispute by a third party, usually a grievance that occurs during the term of a contract; rarely used to settle negotiating disputes in the United States, and then only by voluntary agreement. (See MEDIATION)

BARGAINING NOTES: The record of what is said and done at the bargaining table; not a verbatim account, but descriptive notes kept by both sides. They should be transcribed for every meeting and kept in a safe place for use in subsequent arbitrations or board proceedings.

CAUCUS: A private discussion by members of either the company or union bargaining teams, away from the other side. Either party is free to call for a caucus at any time in order to discuss what is being said at the table and prepare the next move.

CONTRACT EXPIRATION: The date on which a collective bargaining agreement expires. Many contracts contain an “evergreen” clause that says the terms of the expired contract shall continue during the negotiations on a new one. Absent such language, the contract terminates upon expiration, unless the parties agree at the table to have it continue. (See CONTRACT TERMINATION)

CONTRACT TERMINATION: The contract is not in effect and cannot be enforced. The employer is prohibited by law from unilaterally changing any of the terms and conditions of employment. However, court rulings in the United States have held that certain institutional clauses are “creatures of the contract” and do not have to be honored if the contract has terminated. These include: union security, no strike clause, management rights sections and other contractual waivers of union rights and the arbitration of most grievances occurring after the contract terminated.

DISTRIBUTIVE BARGAINING: Bargaining to resolve pure conflicts of interest, where what exists can only be divided up, so that what one party gets, the other loses. (See INTEGRATIVE BARGAINING)

ECONOMIC ISSUES: Bargaining table proposals that involve money, such as: wages, job and shift differentials, overtime, health insurance, pension, vacation, holidays, etc. These matters, particularly the large economic issues like wages and insurance, are usually the final issues to be negotiated.

FINAL OFFER: A comprehensive proposal, most always made by the employer, that represents that party’s “best and final” attempt to settle the contract. It is usually given as a tactical move to secure agreement or declare impasse. (See IMPASSE)

GOOD FAITH BARGAINING: A legal duty imposed on both parties, in the United States, by the National Labor Relations Act. While it generally means demonstrating a sincere effort to sort through issues, listen to arguments, exchange proposals and share information, it does not impose a duty on either party to grant particular concessions or make agreements.

IMPASSE: One party, most always the employer, can, under U.S. law, declare a “good faith impasse” if the facts show that negotiations have gone on for an extended period of time and that neither party is willing to move from their current positions. Once declared, the employer may post conditions based on its last offer. A declaration of impasse is subject to review by the NLRB on the basis of whether the facts demonstrate a genuine impasse and whether it was the result of good faith bargaining. (See POSTED CONDITIONS)

INFORMATION REQUEST: A formal and written request, most commonly served by the union on the employer, for information that the other party has

and is needed to intelligently understand, make or adjust proposals for the purpose of engaging in good faith bargaining. The denial of a legitimate information request is an unfair labor practice and can block an impasse in those instances where the information is related to the issues giving rise to the supposed deadlock.

INTEGRATIVE BARGAINING: Bargaining to attain objectives that are not in fundamental conflict; integrative solutions are possible, which means both parties can gain without necessarily incurring a loss for either side. (See DISTRIBUTIVE BARGAINING)

INTERESTS: What underlies a position; the answer to the question “why do you take that position?”; the underlying needs, desires, concerns of a party in a negotiation.

MANDATORY SUBJECT: One of three categories of bargaining table issues under the National Labor Relations Act; a subject on which the parties must engage in good faith bargaining. In general, all of the common terms and conditions of employment are mandatory subjects. Examples include: wages, hours, overtime, benefits, scheduling, job security, grievance procedure, seniority, health and safety issues, non-discrimination clauses, etc. (See PERMISSIVE, PROHIBITIVE SUBJECTS)

MEDIATION: The use of a third party, most always a state or federal mediator, in an effort to reach a voluntary contract settlement. The mediator’s job is to get an agreement; he or she has no concern over the content of the settlement; they are there to help produce labor peace. A mediator has no authority to require either party to make an agreement and may not impose an agreement on the parties. (See ARBITRATION)

NEGOTIATING COMMITTEE: The representatives of the respective parties to a negotiation. Under U.S. law, the union is free to designate anyone as a member of its negotiating committee. This can be used to bring in representatives of other unions, rank and file members, community leaders, etc., even for a day or two, without being subjected to a challenge by the employer.

NEGOTIATION: A basic means of getting what you want from someone else.

NON-ECONOMIC ISSUES: Proposals that do not carry a price tag. Examples range from institutional clauses like jurisdiction, to employee protections such as job security, health and safety and scheduling. Normally, these issues are resolved before economic issues. (See ECONOMIC ISSUES)

PERMISSIVE SUBJECT: One of three categories of bargaining table issues under the National Labor Relations Act; a subject on which the parties may bargain, but are not required to. It is not an unfair labor practice to refuse to discuss a permissive subject. It is an unfair labor practice to go to impasse or to strike over a permissive subject. Examples of permissive subjects include: health benefits for current retirees, excluding departments from the bargaining unit, drug testing of job applicants, etc. (See MANDATORY, PROHIBITED SUBJECTS)

POSITION: A single solution to a problem or a single answer to a need, frequently expressed in the form of proposals. (See INTERESTS)

POSTED CONDITIONS: Employment terms and conditions unilaterally imposed by the employer upon declaration of a good faith impasse. (See IMPASSE) The posted conditions must be taken from the employer’s last offer.

PROHIBITED SUBJECT: One of three categories of bargaining table issues under the National Labor Relations Act; a subject on which the parties are prohibited from bargaining. Examples include those subjects which violate external law, such as: mandatory retirement at age 65, job descriptions or qualifications that are based on gender, race, etc.

SIDE BAR: An off the record discussion involving a small number of representatives from each side, most commonly the parties’ chief negotiators. A side bar is a mediation device designed to explore ways of solving problems on a “what if” basis. Because the conversation is off the record and away from the bargaining table, neither side has to worry about a frank discussion entering the formal record of negotiations.

SIDE LETTER: A formal agreement between the parties on a certain subject that is expressed in the form of a letter or memorandum of understanding. A side letter to a contract, usually appended to the printed document, has the full force and effect of the collective bargaining agreement and is enforceable through the grievance procedure. Frequently a party will desire a side letter instead of a contractual provision because the subject matter involves a temporary situation. Many times, however, side letters have no rational explanation, except that it may be easier for a reluctant party to place an agreement there rather than in the contract.

SUCCESSOR AGREEMENTS: A successor agreement refers to negotiations for a collective bargaining agreement for a bargaining unit that is currently covered by an existing collective bargaining agreement between an exclusive union representative and an employer.

TENTATIVE AGREEMENTS: Issues on which the parties have reached agreement during the course of negotiations. Because there is no final settlement until all matters have been resolved and the contract goes through the ratification procedure, each individual issue that is settled is called a tentative agreement, or TA. Many parties have their chief negotiators date and initial the TAs, holding them until there is a final settlement. Although such agreements are tentative, it can be an unfair labor practice (bad faith bargaining) to revoke such agreement, unless circumstances involving the subject have changed or the party is making concessions in other areas in exchange for opening up an agreed upon issue.

TRANSACTION COST: The cost in dollars, or time, or energy, or relationship -- or all four -- to accomplish a transaction, in this case, the cost of these items to accomplish a negotiated agreement.

UNACHIEVED DEMANDS: Proposals for changing the contract that were advanced by one party but not agreed upon. Unachieved demands are frequently used in arbitration to support an argument that the other side is attempting to secure through arbitration something it failed to achieve at the bargaining table.

UNFAIR LABOR PRACTICE (ULP): An action, taken by either a union or an employer, that violates labor law. If an employer commits a ULP, the union can file a ULP charge with the NLRB (for private sector employees) or the relevant state agency (for public sector employees). The agency will then investigate and may take enforcement action against the employer.

and our demand that freelancers and managers not be allowed to perform bargaining unit work without boundaries. After weeks of going round after round with management and their lawyers, we realized we'd been backed into a corner and that all of our beautiful rhetoric and well reasoned arguments had no effect at the table. The bosses didn't care, they wanted to call the shots on who would be doing our work.

They also constantly urged us to just trust them because we had a personal relationship, and were offended that we wouldn't just take their word. We're glad we didn't, as the bulk of our management structure changed right after bargaining ended.

The company did everything they could to delay, stall, and drag things out, trying to wear us down.

We spent more than a year showing up to bargaining sessions that seemed to result in fewer and fewer accomplishments, meanwhile our union had lost quite a bit of momentum from our earlier organizing campaign and the early days of bargaining.

By the Spring of 2018, we'd realized something needed to change. It was time to move beyond small unifying actions like having everyone wear Guild shirts to things that would make management actively uncomfortable. We realized we needed to jumpstart our Mobilizing Committee and Unit Council back into action — and quickly. **Our actions needed to escalate and be part of a broader plan to systematically turn up the heat on management in conjunction with the issues on the table in bargaining.**

So we got organized all over again.

wards from that date, we mapped out each step we would need to take in the coming months to build to a strike. **We lined up our scheduled bargaining dates with escalating actions that would ratchet up the pressure on management and give our coworkers confidence that we could put enough pressure on management to get what we wanted.**

We took our plan to our Unit Council and mobilization committee and they agreed to it. Together we began kicking our contract campaign in high gear.

We made a list: everyone on the Unit Council, bargaining committee, and mobilization committee was assigned a specific group of coworkers they were responsible for communicating with regularly. **We had one-on-one conversations with every person in the shop.** We told them about management's stalling tactics at the table and how our employer wanted to assign out our work to freelancers. We drove turnout to the next bargaining session. There were so many people in attendance that we had to take seats behind the company's side of the table. It was a big show of solidarity that had management shaking in their boots, and they immediately caved on every issue they had been stalling on for months.

There were lots of actions and the level of disruption they caused grew over time. At first, we would all stop work and have 15 minute membership meetings at the front of the office so the bargaining team could give up an update to everyone. Then those meetings started lasting thirty minutes and began happening outside. Then they would start lasting an hour and snowballed into a full-fledged walkout. We wrote a letter to the CEO of LexisNexis, the parent company of Law360, and a delegation of workers

“The first lesson we learned is that in bargaining the union goes to the table with proposals and management says ‘no.’

The first thing the bargaining team did was sit down and come up with our bargaining goals and a timeline. We decided we wanted to ratify our contract by the end of the year and that it would take a credible strike threat to make that happen. Working back-

went to hand-deliver it. When the CEO came to speak at a company-wide townhall at Law360, we collectively confronted him about the company's anti-union actions. We got Scabby the Rat for a day and organized an informational picket.

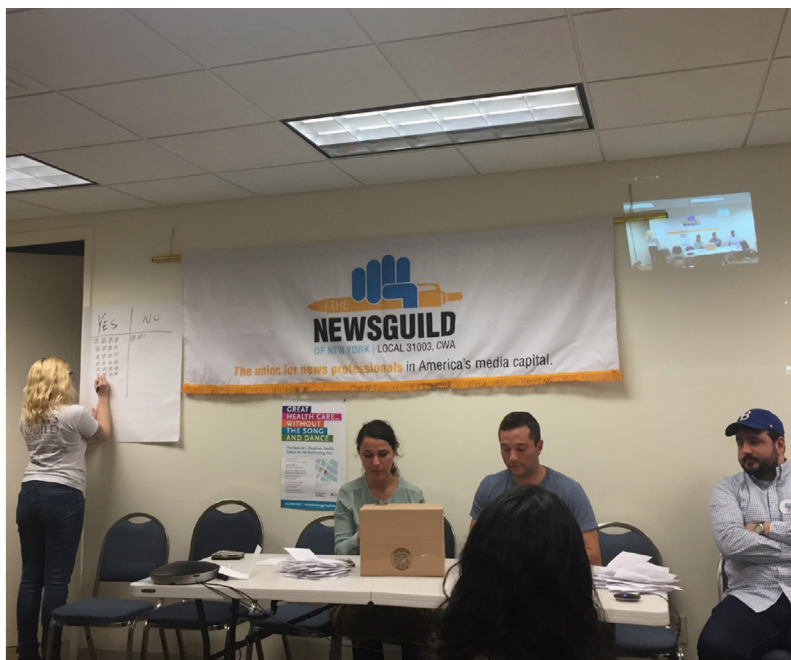
We covered Law360 with signs regularly, and one of our most effective campaigns was to have people write what they wanted most on giant Post It notes and hang those up on a blank newsroom wall we'd commandeered. We'd then take them down only once we had an agreement on the issue. Management admitted this was embarrassing, and that they'd had to stop inviting clients to the newsroom, and gave in to demands just so we'd take them down.

Together we built a kick ass mobilization committee and scored some major victories through collective action. We never stopped having one-on-one conversations with all of our coworkers. Communicating regularly with the unit helped ensure they could trust the bargaining committee when we called for something as big as a strike vote.

Our final topic in bargaining was wages. We wanted to show the company how serious we were. **We talked with every member in the shop multiple times** about how we wanted to tie the delivery of our proposal to a strike authorization vote. We collected their questions and issues and kept coming back to them with answers and replies. We had strong assessments of every coworker walking into the vote.

The day before we went back to the table with our proposal, we took a strike authorization vote. We had really good turnout and the vote ended up being 141 in favor of authorizing a strike to 11 against. It was a blowout.

We put the number way up high on a shop paper and a press release. **We walked into bargaining with a heavy mandate from the unit and our proposal for wages.** After all of that, wages ended up being the topic we spent the least time negotiating. We ratified the contract by the end of the year like we wanted to.



141 yes; 11 no. When an overwhelming majority of our members approved a strike at Law360, we let management know that we would do whatever it takes to secure a strong contract.

At every turn, we stood together. There were a lot of actions and the level of disruption they caused for management grew over time. Once we generated enough leverage, management was ready to meet our terms.



Key Organizing Lessons from Law360:

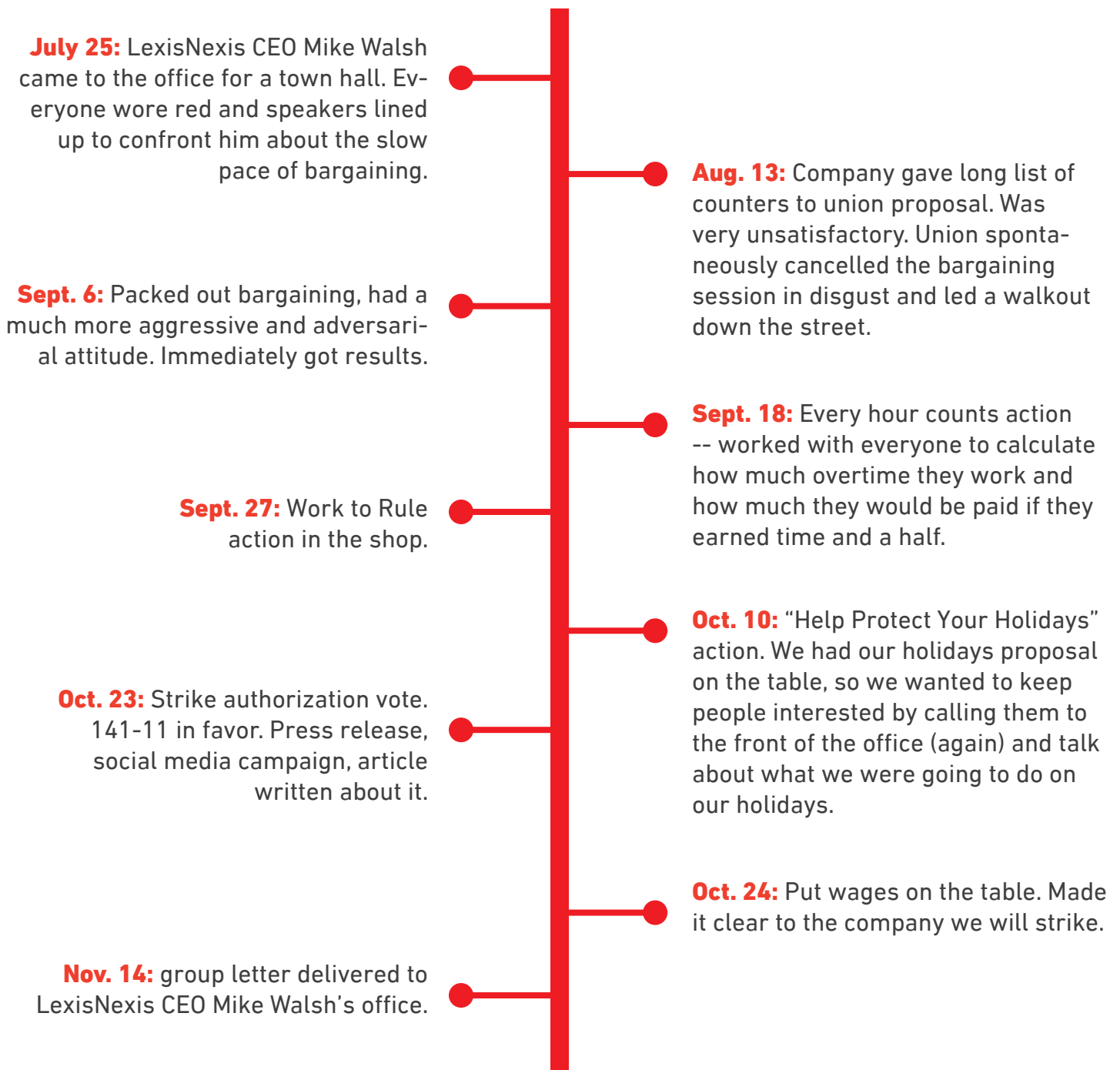
- Management is concerned about the bottom line and control.
- Our ability to win a strong contract is dependent on the balance of power between the boss and our union.
- We are at our strongest when we are fighting forcefully at the table, on the job, and in the community.
- Before bargaining, we should develop clear goals, a timeline to work towards, and strong structures to mobilize our coworkers.
- Actions should not be organized at random, but as part of a plan.
- We escalate our actions over time to build solidarity and confidence among our coworkers and turn up the heat on the boss.
- Actions in the workplace are timed with negotiations. The strategy in the shop and at the table are aligned.
- We are constantly engaging, educating, and assessing our coworkers.
- We aren't afraid to do what it takes to win the contract we deserve.

Pack the room! With our negotiating table surrounded by Law360 members, we surprised management by making them explain to all of us — not just our bargaining committee — why they continue to stall contract negotiations.



Here is the **TIMELINE** that Law360 developed once they decided to turn their bargaining around:

Summer 2018: Realized we would need to build toward a credible strike threat to get the movement we wanted at the table and settle the contract. Set the date for strike authorization vote as October 23, the day before we would deliver our wage proposal. Set settlement deadline for end of December. We mapped out all our one-on-ones, created a spreadsheet to assess and track people's receptivity and involvement in actions.



Nov. 22: Thanksgiving social media campaign #GuildGrateful

Dec. 5: Settlement Reached

Nov. 15: Scabby visits Law360, group photo out front

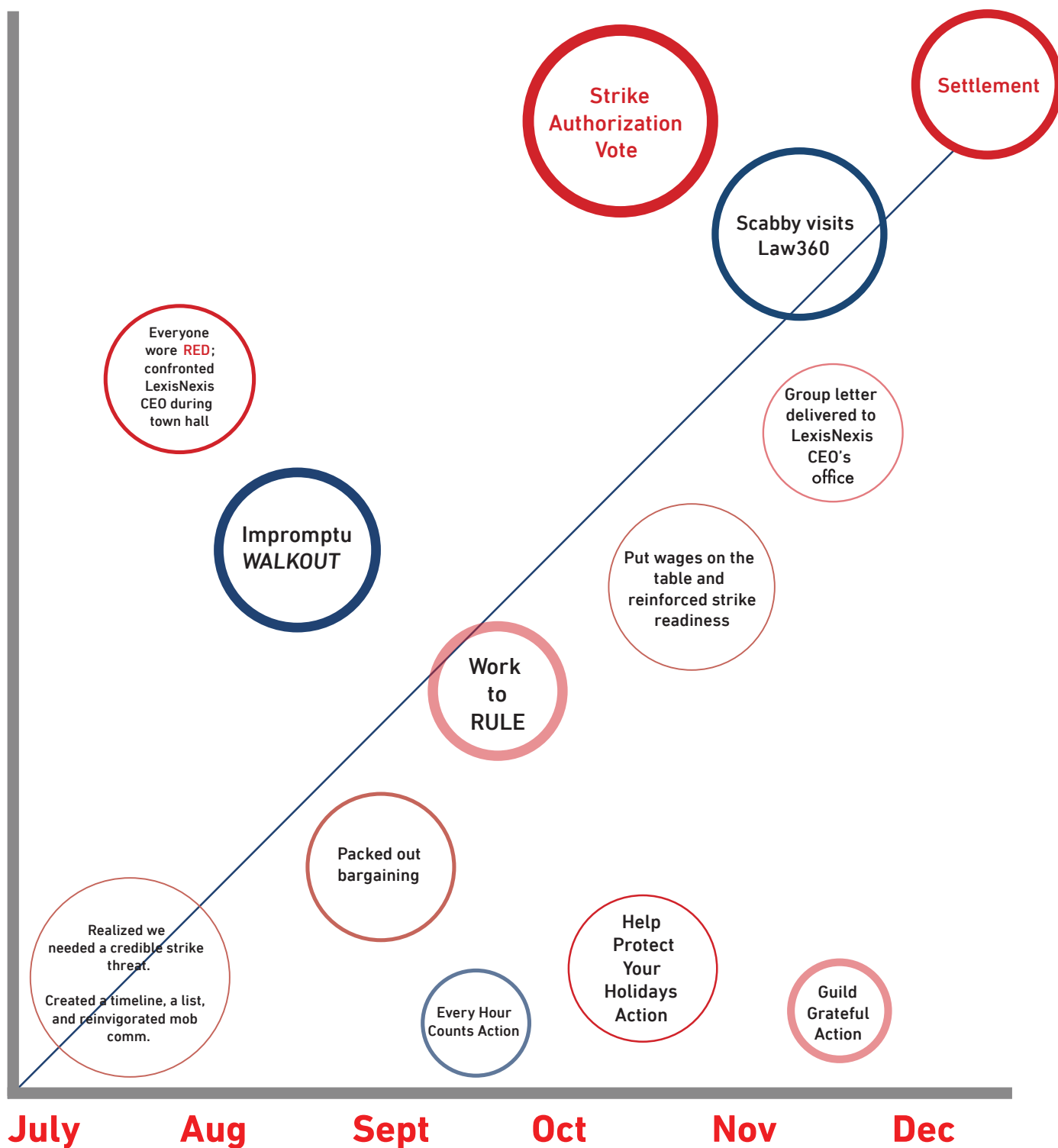
Nov. 30: Hour-long picket of Law360 offices the middle of the day

Dec. 17: Ratification vote, 168 - 0



To turn things around in bargaining, Law360 picked the date they wanted to have the contract settled and worked backwards from there to develop a timeline and map each out step to be strike ready by then.

ESCALATING TACTICS



Appendix II.

Brooklyn Cablevision Case Study



Cablevision (now Altice) was a national, non-union cable television provider with a billionaire owner who made clear that he was ideologically opposed to ever giving his employers a union voice on the job. When 300 technicians in Brooklyn, New York voted to create a union in 2012, they knew that getting to a final agreement would not be easy.

That's why the member card those technicians signed to initiate their union election articulated a deeper commitment than the standard, legal forms usually include - ***"I will not sit back while my co-workers on the Organizing Committee stand up for a union on my behalf. They have my back—I have their back."***

Over the course of a three-year bargaining fight, Cablevision management threw every possible anti-union dirty trick they could at the unit, pouring more money into their anti-union campaign than a first contract would have ever cost them. Management gave every employee in the Tri-State Area, except the organized technicians, a 15% raise. This only further demonstrated the power of the union. The

unit's leadership told their fellow members - "We've won every Cablevision employee a substantial raise, now it's time for us to win ours."

Mobilization and public demonstrations of solidarity were key to the fight. Most technicians wore a "CWA Solidarity" wristband on the job. ***"If someone took their wristband off, the committee would go to them and say, 'Why is your band off? Put it back on. That's not right.'"*** Wearing the wristband showed that each member was unwilling to let others fight the battle for them. They were all in this together. During regular staff "toolbox" meetings - each members would tell their manager ***"I want a contract"***

The turning point came after a year of stalled negotiations. Following the company's "open door" policy, unit members confronted the senior executives of the company in-person about their unwillingness to bargain for a contract. **The executives responded by illegally firing 22 union activists members on the spot.** The "Tech 22" were embraced by the members at Cablevision, and the entire leadership of District One.

This outrageous behavior by management generated a public outcry with local and state politicians and other community leaders sending Cablevision executives letters of support for the fired workers and showing up in solidarity at protests. The union members stood together against this illegal act, wearing stickers on the job with the names of the fired workers. Within six weeks of the illegal firings, Cablevision had to bow to this pressure and rehire all 22 fired workers. This demonstrated for all the members the power of working together.

It took another two years for the unit to reach a successful contract, but the successful fight to reinstate those fired workers made clear to both sides that the membership, working together, was a powerful force that could not be stopped. This was a fight that required every resource from the local, district and international union, as well as countless hours of work from Cablevision members and CWA members, organizers and staff. This campaign required legal, political, communications, and mobilization expertise that

showed the power that CWA can bring, but also the enormous challenge of winning a fight against a determined anti-worker employer.

"Many of us never thought we'd see this night come," said Rey Meyers, one of the leaders of the organizing and contract campaign at Cablevision when the new agreement was ratified. ***"Many workers had given up hope. But we stuck together through thick and thin, and we've won a contract that gives us the biggest raises we've ever gotten, and even more important, our dignity on the job."***

CWA Local 1109 President Tony Spina said, ***"CWA members are proud of what we achieved working together, and that's reflected in today's vote. While no contract is perfect, our members will receive solid raises, a strong benefits package, and a voice on the job. This agreement begins a new chapter in the Cablevision-CWA relationship."*** ([Source](#))

Questions:

- How did Cablevision try to demoralize the membership? How did it backfire?
- What were the resources that were required to win an agreement at Cablevision?
- What does it take to make members feel empowered? What are the opportunities for wins (both big and small) at your workplace to demonstrate the power of the membership?

Appendix III.

Sample Bargaining Survey

We need every member to participate in setting our priorities and helping to fight for them. Please fill out the questionnaire below and return it to your Union Steward or Mobilizer.

Please mark each item below as to how important it is to you:

1 = Very important (would strike to achieve)

2 = Moderately important

3 = Not so important

4 = Not important at all

___ Wage Increase

___ Protect and improve Health Care Benefits

___ Employment Security – limiting subcontracting and moving work from the bargaining unit

___ Access to and training for the jobs of the future

___ Improved transfer rights across companies

___ Paid Parental Leave

___ Improved Paid Time Off Policies

___ Other, please specify:

Now circle your #1 priority.

What I will do to help win a good contract

Good contracts are not won just at the bargaining table. The Union needs the active support of every Union member to show the company we are united. The stronger the unit, the stronger the contract. Please tell us what you are willing to do to help get a good contract.

- ☐ Distribute information and talk to coworkers
- ☐ Participate in on-the-job actions
- ☐ Participate in off-the-job actions like shareholders meetings, rallies, picketing stores,
- ☐ Wear a union t-shirt/button
- ☐ I would like to be trained in mobilization tactics
- ☐ Strike

And another thing.....

Let us know if there are other bargaining items you're interested in, if there are other ways you'd like to help support our bargaining efforts (artist? musician? photographer?) or if there are any comments you'd like to make.

Here's how to contact me

Name

Work Location Job Title

Personal Email (Not Work!)

Home Phone Cellphone (Personal Only)

Please circle one or both: I want to be contacted by E-mail or Text Message

Appendix IV.

Research Guide

The below guide will help focus your research on your employer by outlining the primary questions that should be answered. These are preliminary questions that may spur additional research as your understanding of the company, your industry, and your broader campaign grows.

The CWA Research Department is available to assist your unit with answering more in-depth questions that arise from your basic research. Please discuss with your Staff Representative and Organizing Support Staff if additional research support is needed.

1. Employer Basics

These questions represent the fundamental facts of the employer that we need to understand before bargaining.

- Is the employer a for-profit or non-profit entity?
- If for-profit, is it a publicly traded company, privately held, or a subsidiary of a larger company?
- What product or services does the employer sell or provide?
- Does the employer have any key suppliers of materials or services?
- Does the employer have any relationships with temp agencies?
- How many employees work for the employer?
- How many locations does the employer operate?
- What are the recent financial trends for the employer (i.e. Revenue, Operating Costs, Operating Income, Outstanding Debt...)?
- What is the employers' business plan or strategic goals?
- Are there high priority regulatory or legislative issues for the employer?
- Are there upcoming events, deadlines, or other dates important to the company?
- Are there any reported violations of labor or worker safety laws? (OSHA, NLRA, etc.)

Note:

For publicly-traded, for-profit employers, SEC filings (annual reports, quarterly updates, proxy statements) are a critical source for this information - they can be found on the company's "Investor Relations" page or on the SEC Edgar database. www.sec.gov/edgar/searchedgar/companysearch.html

For non-profit employers, Form 990s are likewise a critical source for this information - they can be found with the IRS Tax Exempt Organization search tool :

www.irs.gov/charities-non-profits/tax-exempt-organization-search

For private, for-profit employers, publicly disclosed financial data can be very difficult to find. News searches (especially in industry publications) and public statements, press releases and presentations by company leadership will be the best sources of information on these topics. All businesses are required to register with the appropriate state regulatory agency (usually through the Secretary of State or Registry of Corporations) which often makes beneficial ownership information publicly searchable online. This will show who the owner of the company is and their primary business address.

2. Decision-makers, Influencers and Allies

The company representatives at the table will not be the decision-makers at the employer. That is most likely to be top-level executives or directors with the authority to agree to new policies or ways of doing business. We need to identify who the decision-makers are and also who are the people that can influence those decision makers. This could include investors, customers, community groups, politicians or others.

- Who are the top-level executives (CEO, CFO Senior VPs) at your employer with authority over your bargaining unit?
- Where do they work?
- What is their annual salary?
- Who are the directors or trustees that make up the governing board of your employer?
- What positions at other companies or organizations do they hold?
- Who are the significant clients, customers, investors at your employer?
 - For non-profits, this could mean significant contributors
 - In particular, do they include government or community institutions?
- What other unions represent employees at your employer, competitors or other related employers (i.e. client or supplier business)?

3. Industry

Understanding your employer's business plan and goals will often require understanding the context of the larger industry in which they operate.

- What are the trends in this industry? (i.e. new, fast growing vs. mature and stable)
- Who are the employers' direct competitors?
- What other units do unions represent in this industry?
- What levels of wages and benefits are common in your industry?
- What are the significant regulatory or legislative issues facing the industry?

4. Comparable Bargaining Agreements

When your employer begins engaging in substantive bargaining with you, they will be looking at the agreements of similarly situated groups to gauge appropriate compensation levels and contract protections while also pushing back against proposals which they will contend put them at a competitive disadvantage.

Gathering the agreements of represented groups at competitor companies, groups with similar types of work functions, or other first contracts in your area or at CWA will help you to anticipate the employers' push back and strengthen your own position.

Reaching out to these groups for copies of their agreements can also be a first step to establishing relationships with important potential allies.

Appendix V.

Sample Data Request

The following data is requested pursuant to CWA's obligation to bargain for represented employees at ::Employer:: The requested data is essential to inform bargain on the issues of wages and working conditions in the forthcoming negotiations.

Please send this data as soon as possible to _____ at _____. CWA is prepared to accept partial responses as information is available.

Please provide all information requested in this document in an electronic format. Provide all data tables in Excel spreadsheets or compatible formats.

CWA maintains the right to request additional information in the normal course of negotiations.

1. Employee Census:

Provide the following items for each employee in the represented unit on the most recent data available. Please specify the date on which the census data was retrieved.

- | | |
|---|--|
| a. Unique employee identifier | k. Normally scheduled shifts |
| b. Job title | l. Normally scheduled hours |
| c. Line of business | m. Pension band |
| d. Work location | n. Date of birth |
| e. State | o. Date of hire |
| f. Zip code of work location | p. Net credited service date |
| g. Weekly base pay rate | q. Total pension credited service |
| h. Annual base pay rate | r. Race |
| i. Full-time or part-time status | s. Gender |
| j. Regular, term or temporary status | |

2. Benefit Plan Documents:

Provide the following for all benefit plans in which represented employees and/or their dependents participate, including medical, prescription drugs, dental, vision, retirement, disability, life insurance.

- a.** Copies of current plan documents, summary plan descriptions (SPDs), summary of material modifications (SMMs) and summaries of benefits and coverage (SBCs), where applicable
- b.** Plan brochures, enrollment materials and other documents distributed to the membership during the most recent annual enrollment period
- c.** COBRA rates and premium equivalents for each of the past 5 years.
- d.** Employee and employer contribution rates for each of the past 5 years.
- e.** Surcharges, penalties or incentive payments for each of the past 5 years.

3. Policy Statements:

Provide all policy statement or a written description of all policies that apply to represented employees and/or their dependents, including:

- a.** Paid time off (Holiday, Vacation, Sick, Disability or any other)
- b.** Unpaid time off
- c.** Severance payments
- d.** Relocation assistance
- e.** Education and training assistance.
- f.** Transfer rights
- g.** Overtime pay and overtime distribution
- h.** Any other policy applicable to represented employees not identified above

4. Total Compensation:

Provide total annual cost, percent of basic payroll, and cost per hour for each category below and for each of the past 5 years. In addition, provide the number of full-time equivalent employees on which the data is based and the total percentage of basic wages for cost categories whose benefits are directly tied to wage rates (i.e. life insurance and employer matches to the savings plan).

- a.** Basic wages
- b.** Overtime payments
- c.** Wage-related differentials (specify and provide separately)
- d.** Other differentials (specify and provide separately)
- e.** Other payments – such as incentives, commissions, profit sharing (specify and provide separately)
- f.** Pension contributions
- g.** Savings plan contributions
- h.** Medical benefits
- i.** Dental benefits
- j.** Vision benefits
- k.** Disability benefits (provide separately for short and long-term)
- l.** Life insurance
- m.** Termination pay
- n.** Other benefits (specify and provide separately)
- o.** Company-paid government payments (specify and provide separately)
- p.** All components of labor costs not listed above (specify and provide separately)

Appendix VI.

Model Contract Language for Union Building

Union Recognition

1. The Employer recognizes the Union as the exclusive representative of employees in the bargaining unit covered by the Agreement for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

2. The bargaining unit shall include all full-time and part-time employees (either regular, temporary or term) not including managers, supervisors, and confidential employees as defined by the National Labor Relations Act.

Just Cause

No employee shall be disciplined or discharged without just cause.

Dues Deduction

1. The Employer shall collect Union dues through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Employer. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card.

2. The Employer shall electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the tenth (10th) working day in the month following the month in which the dues were collected and furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

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

Grievance and Arbitration Procedure

1. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a "grievance"), shall be settled by and between the duly authorized representatives of the Union and the Employer. The following constitutes the sole and exclusive method for resolving differences between the parties, and shall be followed in its entirety, unless any Step is waived by mutual consent in writing.

a. Step 1: Within thirty (30) calendar days after the occurrence of the alleged violation, the steward shall submit a written grievance to a Supervisor citing the alleged violations including the contract provision that applies. The Supervisor or his/her designated alternate shall schedule a grievance meeting to review the matter with the Steward within seven (7) calendar days of receiving the written action. The Supervisor or his/her designated alternate shall render his/her decision in writing within seven (7) calendar days after the meeting.

b. Step 2: In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the written determination of the Supervisor or his/her designated alternate, the matter may be submitted, in writing, to the designated Labor representative. The designated Labor representative or his/her designated alternate,

shall schedule a grievance meeting to review the matter with the Local President or his/her designated alternate, within fourteen (14) calendar days after the receipt of the written grievance. The designated Labor representative or his/her designated alternate shall render his decision, in writing, within fourteen (14) calendar days after the meeting.

2. Any grievance not resolved by Step 2 of the above procedure shall, at the option of either party, within thirty (30) calendar days of the grievance meeting, be submitted to an arbitrator selected from a panel of qualified arbitrators mutually agreed to by the parties. The arbitrators on this panel must be members of the American Arbitration Association (AAA) and abide by AAA rules. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of a hearing will be borne by the party requesting such cancellation or postponement.

Union Security

1. Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

2. Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

3. The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

New Member Orientation

1. The Employer shall provide a one-hundred and twenty (120) minute period of time during the first week of employment for bargaining unit members for the union designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement.

2. The meeting shall be held during normal working hours in a meeting room provided by the employer. No management employee or designee shall be present or monitor the meeting.

3. Such meetings shall be on paid time for the employees and attendance shall be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer shall provide to the union the names and job assignments of the new hires.

Union Bulletin Board

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

Union Time

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

Member Data

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

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

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

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

3. The Union and the Company shall keep each other currently informed of their respective duly authorized representative and shall promptly notify each other of any change of such representatives.

4. The information listed above will be taken from Company records and will be furnished on a timely basis; however the Union recognizes that errors and delays may and will occur, and in using the information furnished, assumes all risks associated therewith.

5. The Union agrees to notify the Company of mass changes of deduction amount 90 days or more prior to the month in which such changes are to occur.

Action Ideas List

Collective Actions

- Sign onto a letter or petition
- Everyone publicize the same letter or signed petition on social media on the same day
- Pack a bargaining session
- Members change slack avatar to union logo on the same day
- T-shirt Thursday
- Send coordinated emails to a decision maker
- Everyone types the same question into the chat in a zoom staff meeting, i.e. "When will you give us paid parental leave?"
- Everyone changes zoom name in staff meeting to match campaign theme, i.e. "Fair contract now"
- Boycott a staff meeting
- Everyone calls a decision maker on the same day
- Bring receipts from use of personal equipment to bargaining session and submit to management
- Log all OT hours for one week
- Work to rule
- Lunch walkout
- Everyone go on break at the same time
- Practice Picket
- Strike

Community Allies

- Community groups sending letters
- Community leaders calling a decision maker
- Community testimonials
- Members of the public sign onto a petition
- Town Hall style events in partnership with SPJ and community groups
- Community leaders attend a bargaining session
- Virtual picket line
- Bring faith leader to bargaining session
- Faith based event or town hall
- Community rally

Corporate Research

- Shareholder meetings
- Key company events



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