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The NewsGuild-CWA Sector Conference
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Summary of Proposed Changes to TNG's Collective Bargaining Program, Addressing the Bargaining Goals of CWA Strong

1) The Employer agrees to recognize signed union authorization cards, including digital signatures and authorizations, to begin union dues deduction no later than the following pay period, and to adhere to union authorization card obligations regarding dues deductions and revocation parameters.

Proposed for addition to Article I, Section 2(b) and Article VIII, Section 2(c)

2) The Employer will notify the Union in advance of scheduled new employee orientations, including those held online. The Union shall be provided access to meet with new employees during or immediately after orientation sessions, and to distribute packets of information supplied by the Union to all new employees.

Proposed for addition to Article I, Section 2(d)

3) The Employer agrees to remain neutral, at the very least, in the Union's efforts to encourage bargaining unit employees to become union members. The Employer agrees to provide access to the Union to break rooms, lunch rooms and other workplace spaces to talk to bargaining unit employees during their breaks, before or after work.

Proposed for addition to Article VIII, Section 2(e)

4) The Employer agrees to notify the Union about any employee requests to cease being members of the Union within 24 hours of the request, to advise the employee to speak directly with the Union about potential membership revocation, and to take no further steps until receiving a communication related thereto from the Union. The Union agrees to provide such communication in writing within seven (7) days from an employee's revocation of membership, as subject to applicable contract provisions.

Proposed for addition to Article I, Section 2(e)

5) The Employer agrees to provide the union visibly placed bulletin boards and access to other communications systems, including email and electronic chat rooms and bulletin boards that are used by the employer to share information with employees.

Partially covered in Article IV, Section 1, with proposed additions to Article IV, Section 1(c)

These Bargaining Goals of CWA Strong are already included in the Guild's Bargaining Program

1) The Union agrees that it will provide the Employer with evidence of voluntary union membership, typically in the form of signed union authorization cards, for any new members.

Addressed in Article VIII, Section 2(c)

2) The Employer agrees to provide updated lists of bargaining unit employees with contact information to the Union by the 5th of every month.

Addressed in Article I, Section 3

3) The Employer agrees to provide the Union with access to and contact information for all new employees and employees transferred into the bargaining unit within three business days of hiring or transfer, unless another time period has been mutually agreed upon. Statements will be sent in electronic format including the following information for each new employee:

- Name (first, last, middle initial)
- Rate of pay
- Payroll ID or other unique identifier
- Job classification or title
- Amount of dues or fees deducted
- Work or report location
- Mailing address
- Hire date
- Birthdate
- E-mail
- Phone number(s)

Addressed in Article I, Section 3

4) The Employer agrees that it will not provide any third party with assistance or information relating to the identities or membership status of union-represented bargaining unit employees, other than those third-party providers who deal with payroll or benefits on behalf of the Employer, or except as required by state and federal law.

Addressed in Article IV, Section 3(a)

5) The Employer agrees to provide paid time for union representatives to represent employees including bargaining and enforcing the contract; leave time for organizing and other union projects; and paid time to union officers to conduct the business of the union.

Addressed in Article VII, Sections 8-9 & Article VIII, Section 2(a-b)

TNG-CWA Bargaining Program

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Required Proposals

1. A union security clause.
2. A requirement of just and sufficient cause for discharge.
3. A grievance procedure and binding, third party arbitration system.
4. Wage scales that fix the minimum amount employees may earn.
5. A clause defining the union's jurisdiction and protecting the union against loss of work.
6. Provisions incorporating seniority and length of service in wages, hours and working conditions.
7. Terms that promote diversity and protect against discrimination.
8. A plan that provides retirement benefits.

I. Union Rights

1. Coverage and Jurisdiction

Model Contract Preamble and Art. I, Secs. 1-3

- (a) Require an accurate definition of the parties to the contract, as well as an explicit statement of the departments covered by the contract and the job titles excluded from coverage.
- (b) Require a clause defining union jurisdiction and protecting the union against loss of work.
- (c) Require provisions establishing the concept that the Guild's jurisdiction extends to include evolving work.
- (d) Remind Guild Locals that "Online" and "new media" work falls within the jurisdictional scope of the Guild. Contract proposals should reflect that approach.
- (e) Advise Guild Locals to negotiate more specific language related to online work that would broaden their contract language based on their experience with the employer.
- (f) Advise Guild Locals to confer with TNG prior to initiating bargaining on Social Media or before responding to any employer proposals for such policies that address Social Media. The National Labor Relations Board continues to issue guidance and decisions that affect workers' rights in the area of Social Media. Because the issue is so unsettled, Locals need accurate and current advice before beginning any negotiations on the issue.

2. Union Security

Model Contract Art. II, Secs. 1, 2 and Art. III

(a) Require the strongest legally permissible union security clause achievable for each unit, in an effort to secure a full union shop.

(b) Require the employer to provide payroll deduction of an amount equal to initiation fees, membership dues and assessments; **and permit the use of digital signatures on authorizations.**

(c) Prohibit interference and attempts to interfere with the operation of the Guild.

(d) Require the employer to notify the Guild in advance of scheduled new employee orientations, including those held online, and grant Guild access to meet with new employees during or immediately after orientation sessions, and distribute packets of information supplied by the union to all new employees.

(e) Require the Employer to notify the Union about any employee requests to cease being members of the Union within 24 hours of the request, to advise the employee to speak directly with the Union about potential membership revocation, and to take no further steps until receiving a written communication related thereto from the Union.

3. Information

Model Contract Art. V, Sec. 1-4, 6

Require the employer to provide complete, detailed information on any matter affecting the bargaining unit.

II. Employment Security

1. Discipline and Dismissal

Model Contract Art. VII, Sec. 1 and Art. V, Sec. 5; Art. XXIV, Sec. 4

(a) Prohibit discipline or discharge of employees except for just and sufficient cause.

(b) Require that the employer provide adequate advance written notice of discipline or discharge to the Guild and the employee.

(c) Require that the employer provide copies of any notation being placed in an employee's personnel file to the Guild and the employee, and permit each to file a response.

(d) Require that any negative personnel record will not have any effect after a reasonably short time.

(e) Require employer to allow employees to review their personnel files and, on request, be supplied copies of material in them.

(f) Require that the Guild be given access to employees' personnel files and, on request, be provided copies of personnel file documents.

2. New Processes and Equipment

Model Contract Art. VII, Sec 5 (a) and (b); Art. XXIV, Sec. 4

(a) Prohibit dismissals as a result of the introduction of new or modified processes or equipment.

(b) Remind Guild Locals that just and sufficient cause standards, including the right to grieve and arbitrate, apply to any disciplinary action.

(c) Require that no employee shall be disciplined for work performance issues involving new or modified processes or equipment, including "new media", unless the employees have been given adequate time and sufficient training.

(d) Require adequate advance written notice to the Guild of the introduction of new or modified processes or equipment, including "new media", that would create new jobs or alter the content of existing job classifications.

(e) Require that negotiation between the employer and Guild be conducted during the notice period.

(f) Require that the employer and the Guild develop a joint labor-management committee for ongoing communication over current and future changes to processes and equipment used by bargaining unit members including "new media" work.

(g) Require that employees affected by the introduction of new or modified processes or equipment, including "new media", be given adequate employer-paid retraining during work time, or retained in suitable, comparable jobs. Such training may also include training workers for employment in other fields.

(h) Remind Guild locals that most Guild contracts have training and equipment language and therefore negotiators don't want to find themselves with an unachieved demand.

(i) Prohibit the unilateral establishment of standards of speed and accuracy on new or modified processes or equipment, including "new media", and for the proficiency in the use of new or modified processes or equipment, including "new media".

(j) Prohibit job fragmentation, by which the duties of a particular job are assigned to other positions, to the detriment of the unit or the employee.

3. Economy Dismissals

Model Contract Art. VII, Sec 3

(a) Require that any necessary economic reduction in the work force be by attrition, or by voluntary termination with severance pay, without speedup or the imposition of unreasonable duties on remaining employees.

(b) As an alternative to a ban on dismissals as a result of economy, require that dismissals to reduce the force not occur until the employer demonstrates that economy dismissals are necessary to insure survival of the company and that all other means of economy have been exhausted.

(c) Require consultation with the union prior to the imposition of any workforce reductions. If agreement is not reached on the necessity to reduce the workforce, provide that the dispute may be submitted to binding arbitration.

(d) Require that employees scheduled for dismissal be given the right to claim another job that they are competent to perform and are entitled to by the seniority provisions of the contract.

(e) Require that if a staff reduction is necessary, dismissals be in the order of least seniority.

(f) Require that a recall list be established and in force for a guaranteed time period and that rehiring rights be in inverse order of dismissal.

(g) Require supplemental unemployment benefits, continuation of employer-provided health-and-welfare benefits, pension-service credits, enhanced severance pay, retraining, and job outplacement services for employees affected by economy dismissals.

4. Hiring and Promotions

Model Contract Art. IV, Secs. 1, 2 and Art. X, Sec. 5, 6

(a) Require that the employer provide written notice of all job opportunities to the Guild and bargaining unit employees.

(b) Require that hiring and promotional standards be linked directly to the successful performance of the job and prohibit standards that exceed those required for the job.

(c) Require that the employer provide the Guild full information on hiring and promotional standards.

(d) Require that evaluations of a promoted (or transferred) employee's progress be made at specified intervals during a trial period. Include provisions allowing employees to return to their former positions during the trial period without penalty or prejudice, and assuring that if the trial is successfully completed, they will be confirmed in the new job. Require that advancement through the schedule of minimums be based on the date of the promotion.

(e) Require that the employer consult with the Guild to establish minimum hiring goals for members of minority groups and require that the employer actively recruit women and members of minority groups for all positions covered by the contract.

(f) Require that the employer give full consideration to hiring candidates supplied by the Guild.

5. Job Transfer

Model Contract Art. X, Secs. 1-4

(a) Require that present employees be given the first opportunity to accept transfers and promotions, subject to the prior operation of the rehire list. Where practical, such transfers and promotions should be governed by seniority.

(b) Require that no transfer result in a reduction of wages or benefits, and assure that no employee is penalized for refusing to accept a transfer or promotion.

(c) Require consent of the employee prior to any transfer to another city, position, job classification, district or territory, department, other enterprise of the employer or parent corporation of the employer.

(d) Require that the employer pay all transportation and moving expenses for the employee's household when a transfer necessitates relocation.

6. Education and Training

Model Contract Art. X, Sec. 3 and Art. XXV, Sec. 2 and 3; Art. XXIV, Sec. 4

(a) Require employer to establish training programs for all employees to provide equal opportunity for placement or advancement. The programs may be on-the-job training, supplemented where indicated by courses or mentoring.

(b) Require reimbursement by the employer to employees for the cost of educational courses, seminars, conferences and training undertaken to improve their skills in their present job or to prepare for a new or higher paying position.

(c) Require that employees affected by the introduction of new or modified processes or equipment, including “new media”, be given reasonable and adequate equipment and employer-paid retraining during work time, or are retained in suitable, comparable jobs.

7. Part-time and Temporary Employees

Model Contract Art. XVII

(a) Require full coverage of part-time and temporary employees by all terms and conditions of the contract.

(b) Require that the computation of wages for part-time and temporary employees be based on the hourly equivalent of the applicable minimum wage provided for their classification and years of experience.

(c) Require that the computation of service-based benefits for part-time and temporary employees be based on the length of employment with the employer, and not the actual hours worked.

(d) Prohibit the use of part-time, temporary and contract workers whose work eliminates or displaces regular full-time employment.

III. Fair Employment Practices

1. Non-Discrimination

Model Contract Art. IV, Sec.2(a) and Art. VII, Sec. 7

Prohibit discrimination in all aspects of employment. Forms of discrimination may include bias based on age, sex, race, creed, color, national origin, disability, marital or parental status, sexual orientation, sexual preference, gender identity, family relationship, political activities or political beliefs, veteran status and union membership and activity.

IV. Employee Bill of Rights

1. Free Speech

Model Contract Art. VII, Sec. 7 and Art. XXIV, Sec. 1 & 4

(a) Require the employer to supply bulletin boards for the use by the union.

(b) Prohibit any punitive action against employees based on any oral or printed criticism of the employer including posts on any form of Social Media.

(c) Require the employer to provide access to communications systems, including email and electronic chat rooms and bulletin boards that are used by the employer to share information with employees.

2. Free Association

Model Contract Art. XXIV, Secs. 2, 3 and 14

- (a) Include provisions that employees will be free to engage in any activity on their own time.
- (b) Allow for payroll deduction of voluntary political contributions.
- (c) Include provisions that employees will not be compelled to cross a picket line of another union to reach their place of work or any place they are assigned to go, (U.S. locals only).
- (d) Include provisions that employees will not be required to handle struck work or work destined for struck shops, (U.S. locals only).

3. Privacy

Model Contract Art. XXII, Art. XXIII, Secs. 1-4 and Art. XXIV, Sec. 14

- (a) Require the protection of employees' privacy.
- (b) Prohibit the employer from using information identifying an employee in the product, if the employee objects to that use.
- (c) Require the employer to indemnify employees against all legal liability arising from the performance of their job.
- (d) Prohibit the employer from requiring employees to engage in any practice that compromises their integrity.
- (e) Prohibit the employer from requiring employees to surrender information or work material relating to news, commentary, advertising or the establishment and maintenance of sources in connection with their employment, and from requiring employees to authenticate any published material in any proceedings.
- (f) Prohibit the employer from disclosing any of information listed in Section (e), above, without the employee's consent.

4. Social Media

Model Contract Art. XXIV, Sec. 4

- (a) Remind locals that a social media policy regulating employee rights to communicate and post materials on the Internet, either on or off the job, is a mandatory subject of bargaining. Employers also must bargain about their monitoring or surveillance of social media activity.
- (b) Require locals, as a part of overall contract bargaining, to ask for any existing social media or communications policy, including corporate policy,

the Employer contends to be applicable to its members. Insist that any unilaterally issued policy be rescinded (and any corporate policy be made inapplicable) while the parties bargain their own terms. Make clear that the union's negotiated social media policy will not be governed by any unilateral modification -- on the corporate level or otherwise -- without Guild consent.

- (c) Bargain reasonable rules governing employer monitoring of employee Internet use at work, and any surveillance of employee activity on the Internet (including off duty activity).
If an employer is actively monitoring online activity and emails at work, employees should know that their communications are not private. Employers are generally willing to bargain a policy explaining the extent of their monitoring because in doing so, they defeat any legally enforceable "reasonable expectation of privacy" in workplace email systems, computer equipment, cell phones, pagers and the like. Employers also may be willing to bargain reasonable limits on their surveillance of social media sites if locals remind them of the legal risks of their mishandling employee information obtained inadvertently or otherwise from social media sites.
- (d) Remind locals that restrictive social media policies, which interfere with the ability of coworkers to communicate online about workplace concerns, are likely illegal.
- (e) Remind locals that employees who use social media to communicate with their coworkers have the legal right to:
- Post their company affiliations in their online personal profiles
 - Complain to coworkers about wages and terms of employment
 - Criticize supervisors and managers with regard to working conditions
 - Openly discuss personnel policies
 - Discuss collective bargaining issues, labor disputes, grievance-arbitration and any litigation related to working conditions
 - Post images and photographs of coworkers and the company logo in the context of portraying concerted activity such as rallies, picketing, protests and other Guild activity.

Social media policies that prohibit these online communications likely violate statutory rights. The NLRB has found illegal, for example, a policy that prohibits social media posts that are "disrespectful" or that "injure the image or reputation" of the Company. Bargain to ensure that any social media policy that restricts the content of employee posts also expressly recognizes the rights of employees to candidly and critically discuss workplace concerns.

Remind locals that it is not enough for a restrictive social media policy to make general reference to "statutory rights" or "Section 7 rights" –

because few employees will understand those rights without explanation. Insist that the policy clearly describes the right to communicate online regarding workplace concerns and Guild activity.

- (f) Require locals to bargain “no coercion” rules. Managers should not be permitted to pressure employees to become “friends” on Facebook and other limited access sites that are password protected, personal accounts. Recommend that managers and supervisors be flatly prohibited from even asking to become online “friends” of employees. Policies should also prohibit management from asking employees to reveal their passwords to allow employer monitoring of employee posts. At the very least, a social media policy should make clear that no employee will be subject to discipline or negative treatment because they refuse to “friend” a supervisor or manager on their personal social media accounts.
- (g) Remind locals that many Guild represented employees are required to use Facebook and Twitter to distribute content and promote the Employer’s website. Some employees are required to actively monitor posts from Facebook friends, to ensure that they do not undermine the credibility and objectivity of both the employee and the Employer. Required social media activity should be reasonable in volume, done only on working time and fully and fairly compensated, including overtime pay as appropriate.
- (h) Some employers now argue that departing employees must hand over their Twitter followers, even on private Twitter accounts, because employees gain their audience through their professional position. Absent a non-compete agreement, or restrictive social media policy requiring such action, it is doubtful that an employer can enforce this demand. Because the case law is emerging and unsettled, the Guild advocates caution on this issue.

V. Hours and Premium Pay

1. Hours of Work

Model Contract Art. XI, Sec. 1, 2

- (a) Require a maximum workweek of five days.
- (b) Require a work day of no more than seven hours falling within eight consecutive hours during a five-day work week. The length of workdays may be adjusted for workweeks of fewer than five workdays.
- (c) Require that employees working compressed workweeks of fewer than five days will not be scheduled to work more than the number of hours in a five-day workweek.

2. Overtime

Model Contract Art. XI, Secs. 3 and 6; Art. XXI, Sec. 4

- (a) Require that daily and weekly overtime be paid monetarily at a minimum rate of time and one-half.
- (b) Require the employer to maintain an accurate record of overtime and that this record be available to the Guild on request.
- (c) Require the employer to pay a meal allowance to employees who request it when working more than two hours overtime in a day, or a half-day or more on a sixth or seventh shift in a workweek.

3. Work Schedules

Model Contract Art. XI, Secs. 3, 4 and 5

- (a) Require posting of work schedules, specifying days and hours, at least two weeks in advance, with the assurance that work required at hours not scheduled will be compensated monetarily at a minimum rate of time and one-half.
- (b) Require the use of seniority in the choice of scheduling, including vacation, work shifts, starting times, and days off.
- (c) Require adequate rest periods between scheduled shifts.
- (d) Require compensation for work on a day off at no less than time and one-half for the employee's normal workday.
- (e) Require call back pay for a minimum number of hours of pay at the overtime rate for employees called back to work after completing a work shift.

4. Differentials

Model Contract Art. XIX, Secs. 10 and 11

- (a) Require extra monetary compensation, and/or shorter work shifts, for night and weekend work.
- (b) Require that all differentials be included in the calculation of wage-based benefits.
- (c) Require premium pay for employees who work on-call, and ensure that assignment to on-call work is voluntary.
- (d) Bargain new job classifications and/or pay differentials for some job duties involving new or modified equipment and processes, including "new media", such as but not limited to, the recording and editing of audio and video content.

(e) Require that, when bargaining unit employees are assigned to perform work requiring proficiency in the use of new or modified processes or equipment, including “new media”, they will be paid a premium above their regular compensation.”

(f) Require that, where employees are engaged in hybrid jobs or, where their job classifications or scope of work have expanded, the union will negotiate a workload agreement with the employer. Workload agreements will include discussion around such things as sustaining quality, volume of output, number of formats, extra compensation or time in lieu of and a recognition that no discipline shall be exacted during transition to new duties.”

5. Job Sharing

Model Contract Art. XXIV, Sec. 15

(a) Require the employer to allow two regular full-time employees to share temporarily a full-time job when operationally feasible at no loss of benefits or protections under the contract.

(b) Require that employees be allowed to reclaim their former jobs or comparable positions, without reduction in current or future wage or benefits, at the conclusion of the job sharing. In the alternative, require that termination of a job-sharing arrangement trigger all contractual rehire rights of a displaced employee.

(c) Require that job sharing will not result in the fragmentation of full-time jobs into part-time positions or the elimination of jobs.

VI. Wages

1. Minimum Wages

Model Contract Art. XVIII; Art. XIX, Sec. 2

(a) Require minimum wages for all positions covered by the contract. Wages should be structured to fairly compensate employees based on factors such as the skill, education and experience levels required for the job, as well as the comparable worth of the position relative to other positions.

(b) Require that the full value of negotiated increases be added to each step of the minimum wage tables.

(c) Require equal pay for equal work or for work of equal value or comparable worth in wages and all other forms of compensation. Wages must reflect the true differentiation of job content among positions.

(d) Require that the lowest minimum wage be no less than the 'living wage' for the employer's locale.

(e) Wage proposals must incorporate increases in productivity and cost of living. Proposals shall also take into account recent wage increases and actual wages paid to unit members, wages paid to other employees of the employer, wages paid by other employers, wages bargained by other locals, and wages paid in the employer's locale for comparable positions.

2. Experience

Model Contract Art. XIX, Sec. 1

(a) Require assignment of an experience rating to all employees for their classification based on previous employment in comparable work.

(b) Require that an employee's position on the wage scale reflect experience credit.

(c) Require that advancement through the wage scale be calculated based on the employee's experience anniversary date.

(d) Require that progression to the top minimum of any classification not exceed the time needed to master the necessary job skills.

3. Merit Increases

Model Contract Art. XIX, Sec. 9

(a) Merit pay is not a substitute for adequate minimum wage scales or adequate minimum wage increases.

(b) Require that individual merit for all employees be recognized by increases above the minimum wage or by accelerated advancement through the schedule of minimum wages.

4. Sales Commissions, bonuses and incentives

Model Contract Art. XIX, Sec. 15

(a) Commission payments, bonuses or incentives for sales revenue are not a substitute for adequate minimum wage scales or adequate minimum wage increases.

(b) Bargain the structure of all advertising incentive plans including the formula for sales goals or metrics, territory changes or modifications, and the payment of commissions.

(c) Require that the employer and the Guild develop a joint labor-management committee for ongoing communication over current and future changes or modifications to advertising incentive plans including formulas for sales goals or metrics, territory changes or modifications, and payment of commissions, bonuses and incentives.

5. Higher Classification Work

Model Contract Art. XIX, Sec. 7

- (a) Require that work in higher classifications or in positions excluded from the contract be compensated at least at the rate commensurate with the difference in pay between the positions.
- (b) Require the accrual of experience credit for work performed in a higher classification.
- (c) Bargain new job classifications and/or pay differentials for some job duties involving new or modified equipment and processes, including “new media”, such as but not limited to, the recording and editing of audio and video content.
- (d) Require that, when bargaining unit employees are assigned to perform work requiring proficiency in the use of new or modified processes or equipment, including “new media”, they will be paid a premium above their regular compensation.
- (e) Require that, where employees are engaged in hybrid jobs or, where their job classifications or scope of work have expanded, the union will negotiate a workload agreement with the employer. Workload agreements will include discussion around such things as sustaining quality, volume of output, number of formats, extra compensation or time in lieu of and a recognition that no discipline shall be exacted during transition to new duties.

6. Reuse

Model Contract Art. XXIV, Sec. 5

- (a) Require additional compensation when employees' work is reused by the employer or made available for use by another enterprise.
- (b) Require the employer to pay a significant share of the income realized through electronic processing and distribution of employees' work product, and that the payment be used, at the Guild's discretion, to increase all wages or to provide a benefit of universal value to bargaining unit employees.
- (c) Require protection of employees' residual rights to material resold or distributed for free through employer-owned or -controlled services.

7. Maintenance of Pay

Model Contract Art. XIX, Secs. 6 and 8

- (a) Prohibit any reduction in pay.
- (b) Require that all differentials paid above top minimum be maintained.

8. No Double Jobs or Speedups

Model Contract Art. XIX, Sec. 3 and Art. VII, Secs. 8 and 9

- (a) Prohibit all forms of speedup.
- (b) Prohibit any requirement for employees to perform in double jobs requiring disparate skills.
- (c) When confronted with an employer initiative to combine similar job functions, require appropriate compensation, training and assignment structures.

VII. Benefits

1. Severance Pay

Model Contract Art. VIII

- (a) Require lump sum severance pay based on length of service without restrictive qualifications or ceilings upon termination of employment.
- (b) Require that all employees, regardless of length of service, be provided extra severance pay in cases of economic dismissal.
- (c) Require payment of severance upon retirement, or to the beneficiary or the estate of an employee upon death.

2. Pension and Retirement

Model Contract Art. IX

- (a) Require an adequate negotiated pension plan for present and future retirees.
- (b) Prohibit the inclusion of mandatory retirement ages within pension plans, unless it is required by law.
- (c) Require that eligibility for pension be the same for all employees and cover all employees in Guild jurisdiction.
- (d) Require that participants be fully vested in the shortest period of time.
- (e) Require pension plans that are separate from severance pay or cash out plans.
- (f) Consider bargaining for participation in TNG's International Pension Plan, (U.S. Locals), or the CWA/ITU Pension Plan (Canadian locals). Additional information on both plans is available through TNG-CWA.

(g) Consider bargaining for participation in the CWA Savings and Retirement Plan (401k – U.S. Locals). Recommend that employers match employee contributions. Additional information on the plan is available through TNG-CWA.

(h) Consider bargaining for participation in alternative retirement programs such as the Adjustable Pension Plan or APP (U.S. Locals). Additional information on the plan is available through TNG-CWA.

3. Vacation

Model Contract Art. XIII

(a) Require ample annual paid vacation.

(b) Require an extra day of vacation for employees whose vacation includes a holiday.

(c) Require monetary payment of accrued vacation credit upon termination of employment.

4. Holidays

Model Contract Art. XII

(a) Require observance of all locally recognized holidays in each calendar year, as well as requiring additional personal days off.

(b) Require premium pay for employees who work on any holiday, or work a full work week in a holiday week.

5. Sick Leave

Model Contract Art. XIV, Secs. 1 and 2

(a) Require the employer to provide sick and disability leave with full compensation for the duration of each illness or injury.

(b) As an alternative to full sick pay, locals may negotiate employer-paid, long-term disability benefits to cover the period when sick pay runs out.

(c) Prohibit any deduction from overtime pay for sick leave benefits.

6. Health and Welfare Plans

Model Contract Art. XIV, Secs. 4 and 5 and Art. XXIV, Sec. 12

(a) Require employer-paid comprehensive medical, prescription drug, dental, vision and life insurance for employees and their family, including domestic partners.

(b) Where Guild members work under a government-sponsored insurance plan, require the employer to provide supplemental health care or other forms of insurance not included in the government plan.

(c) Require a voluntary, confidential employee assistance program or other similar plan covering the employee and the employee's household.

7. Family Care

Model Contract Art. XXIV Sec. 8 and Art. XV Sec. 5

(a) Require family care benefits, which may include employer-paid or subsidized dependent care; parental leave; maternity and paternity leave with flexible scheduling without penalties or prejudice to the employee.

(b) Require that the timing and duration of a family care leave be determined by the employee.

8. Leaves of Absence

Model Contract Art. XV, Art. XVI and Art. XXIV, Secs. 6 and 7

(a) Require access to leaves of absence for good and sufficient reason, which may include service for the Guild or the organized labor movement; bereavement for death in the employee's family or household or other family reasons; military and public service; voting time; jury and witness duty.

(b) Require that employees be reinstated to their jobs after leave without prejudice to the calculation of wages, credit toward severance, pension, experience rating and other length-of-service benefits.

9. Expenses

Model Contract XXI

(a) Require the employer to provide all equipment necessary to perform the job, including vehicles.

(b) Require reimbursement of all expenses incurred while performing duties on behalf of the employer.

(c) When contracts do not compel the employer to furnish all transportation, require that employees be adequately reimbursed under an escalator clause that allows for increasing costs related to the operation, maintenance and insurance of vehicles used in the service of the employer.

(d) Require a transportation allowance for employees who work at night, as a safety measure and to compensate for scarce nighttime public transportation.

VIII. Contract Enforcement

1. Grievances and Arbitration

Model Contract Art. VI

- (a) Require adequate means of processing and settling grievances and taking up matters affecting relations between the employer and employees.
- (b) Require third-party final and binding arbitration of unsettled grievances.
- (c) Require that conditions prevailing prior to a circumstance that results in a grievance be maintained unchanged pending final settlement of the grievance.
- (d) Require provisions allowing for an expedited arbitration procedure, which can be invoked at the discretion of the Guild.
- (e) Require that the employer and the Guild share the costs of arbitration.

2. Union Representation

Model Contract Art. XV, Sec. 3(b), Art. XXVI and note following Art. VI, Sec. 1

- (a) Require the employer to allow employees to receive assistance from a Guild representative in any matter that might affect the relations of the employer and the employee. (Canadian locals should require an explicit agreement allowing unit members to be represented in investigatory and disciplinary meetings.)
- (b) Require release of Guild representatives from work, without loss of pay, to prepare for and serve on bargaining committees, process grievances, or attend meetings between the employer and the Guild.
- (c) Except where prohibited by provincial law, require recognition of the Guild as the exclusive bargaining representative for workers in departments and other enterprises of the employer outside the Guild's jurisdiction when the union can demonstrate through a card check, **including the use of digital signatures**, that a majority of such employees have chosen the Guild as their representative.
- (d) Require designation by both the employer and the Guild of committees of their own choosing to meet together to make recommendations affecting all aspects of the operations of the employer.
- (e) Require the employer to remain neutral, at the very least, in the Guild's efforts to encourage employees to become union members.**

(f) Require the employer to provide access to the Guild to breakrooms, lunch rooms and other workplace spaces to talk to bargaining unit employees.

IX. Safety and Health

1. Safety and Health Committee

Model Contract Art. XX

- (a) Require that the employer maintain a safe and healthful workplace.
- (b) Require a joint Guild/employer safety and health committee, with the agreement that the committee chair will alternate between the parties.
- (c) Require that the committee establish a comprehensive agenda for a safety and health program that includes timelines for the implementation of the committee's recommendations.
- (d) Remind Guild locals that most Guild contracts have training and equipment language and therefore negotiators don't want to find themselves with an unachieved demand.
- (e) Require that training on safety and health issues be provided in consultation with the committee.

2. Work Processes and Environment

- (a) Require work breaks as needed to relieve repetitive motions and stress.
- (b) Require timely employer responses to requests to prevent injury and accommodate employees who are injured.
- (c) Require the employer to acknowledge the right of employees to refuse to work, or report to work, under hazardous conditions, and prohibit any penalty for exercising this right.

3. Equipment

- (a) Require that ergonomic equipment be provided to all employees.
- (b) Require maintenance and periodic testing of all equipment used by employees in the performance of their duties.
- (c) Require that employees affected by the introduction of new or modified processes or equipment, including "new media", be given reasonable and adequate equipment and employer-paid retraining during work time, or are retained in suitable, comparable jobs.

X. Duration and Successorship

1. Duration

Model Contract Art. XXVII

- (a) Require that all terms and conditions of an expiring contract remain in effect while a successor agreement is bargained.
- (b) Require that successor contracts be fully retroactive, and new contracts be retroactive to the date of the union's certification.
- (c) Prohibit a contract extension clause without the guarantee of complete retroactivity, and reject proposals for an automatic renewal clause.
- (d) In drafting proposals and making settlements regarding the duration of a contract, locals shall consider the economic and employment forces influencing the bargaining climate (including expiration dates of the collective agreements of other unions in the plant) and act appropriately.

2. Plant Closing, Sale or Transfer

Model Contract Art. VII, Sec. 4

- (a) Require that the Guild be given adequate advance notice of plant closure or layoff in addition to protections that may be required by federal, state or provincial law.
- (b) Require an adequate "successors and assigns" clause assuring that contracts and bargaining rights continue following the sale or transfer of the employer's property (U.S. locals only).
- (c) Require that the employer recognize the union at any location at which it might conduct business following a sale or transfer of the company (Canadian locals only).

3. Right of First Refusal

Model Contract Art. XXIV, Sec. 16

- (a) Require that the employer provide to the Guild adequate advance access to sale information, including financial information, at the same time and in the same form as it is provided to other prospective bidders.
- (b) Require that the Guild be granted the right of first refusal on any offer for sale of the business or sale of the assets of the employer.