

# **Guild Contract Bargaining Update for August 2007**

## **Meeting #1, August 16: Contract Bargaining Begins**

The Guild and the Company exchanged initial proposals for a new contract Thursday (Aug. 16).

Neither side made wage proposals. However the Guild sought improvements in mileage rates, pay equity between part-time and full-time employees, limits on subcontracting, and improved severance pay.

The Company proposal had no improvements, but instead proposed increasing employee costs, cutting benefits, reducing job security and increasing company discretion.

### **Key elements of the Guild proposal:**

**Improved Severance Pay:** Three weeks pay per year of service in cases of reduction in force, plus 10 weeks notice pay.

**No subcontracting:** Ban subcontracting of jobs performed by Guild members.

**Protections from reductions in scheduled hours:** Protect workers from last-minute cuts in scheduled hours that reduce pay.

**Across the board wage increases:** Apply cost-of-living wage increases to all employees regardless of whether they are over or under the top wage scale.

**Increases in mileage reimbursement:** The Guild has proposed the IRS rate (currently at 48.5 cents per mile).

Weekly auto allowances for all employees required to use their cars for work

**Paid sick days, holidays and vacations for all part-timers:** Provide paid days off regardless of hours worked.

**Earlier posting of vacation schedules:** Allow employees to select vacation earlier in the year to permit scheduling of major vacations.

### **Key elements of the Company proposal:**

**Personnel Files:** Disciplinary letters would remain active for two years. (Currently discipline sunsets after 1 year.) However, if the company decides to suspend or fire an employee in the future, the company can resurrect the expired letters.

**Back pay limitations:** If the company violates the contract, back pay is limited to a maximum of 30 days prior to the filing of the grievance.

**Probation period for new hires:** Increase from 3 months to 6 months.

**Layoffs:** The Company wants the right to ignore seniority and protect employees it feels have “special skills” or “outstanding ability.”

**Medical Insurance:** Remove the cap on premium co-pays and permit the company to substitute inferior insurance plans for existing ones.

**Domestic Partner benefits:** Eliminate

**Wage protection:** Eliminate the ban on wage reductions.

**Pensions:** Permit the company to change or eliminate the pension plans at any time without negotiating.

## **Meeting #2, August 23**

The Guild and Company negotiators began discussing the contract proposals during the second bargaining session (Aug. 23) – but not before T&G officials attempted to roll a procedural road block in the path of potential agreements.

### **Disagreements over agreements**

As the session began, the Guild suggested that contract sections not in dispute be signed off as tentative agreements – a process to ensure that all parties know what is in contention and what has been resolved. The Company refused.

First the Company said they only wanted to sign off on sections where changes had been agreed to. The Company said unchanged language would automatically be part of a new contract.

But then how do we know these sections are not in contention, the Guild asked.

Because there are no proposals to change them, the Company said. Adding that they reserved the right to add proposals any time they wanted.

So how are we ever going to reach agreement, inquired the Guild.

The Company then claimed that signing off on the uncontested language could be viewed as accepting a Guild proposal that the terms of a new agreement be contained in a single document, rather than three separate, virtually identical contracts.

After the Guild gave the Company written assurance that the issue of consolidating the contracts is separate from agreement on the language that would be in the document(s), the Company said they would think it over.

### **Out of Seniority Layoffs: Are You Special?**

The Company highlighted its proposal that would allow it to ignore seniority and retain junior employees it feels have unspecified “special skills” or “outstanding ability.” The Company said it would not know what these special skills or abilities are until such time as layoffs occur.

Under this proposal, the Company would be able to play favorites in determining who to retain while deny employees the training and experience needed to acquire special skills and abilities.

### **Probation Periods: If it ain't Broke, Why Fix it?**

The Company claimed it needed to increase probation periods from 3 months to 6 months. Yet the company was not able to point to a single instance where it approached the Guild to extend the probation period of a borderline new employee. The 3 month probation period has been standard practice at the company since before 1991, when T&G employees began seeking union representation.

### **Minor Progress**

Minor progress was made on three lesser issues, with a productive exchange of ideas on streamlining the grievance procedure, updating the military leave section to ensure compliance with law, and ensuring no break in service for Guild represented employees who worked for a while in management jobs. (Currently their seniority starts over when they return from management, even if they previously worked in a Guild job.)

### **Meeting #3, August 30**

The Guild and Company negotiators continues discussing the contract proposals during the third bargaining session (Aug. 30) – but did not get far because the Company had to leave after one hour.

### **Medical Insurance: More Costs & Fewer Benefits?**

The most significant discussion of the day occurred when the company explained its proposal on medical insurance. They want to eliminate the contract cap on the share of medical premiums paid by employees. Currently, the contract caps the employee share at 26% for full-time employees and 36% for part-timers.

The company complained that the Guild members at the T&G are the only group covered by the New York Times medical plan that has caps on employee premium costs.

The Company also wants the unilateral ability to substitute inferior insurance plans for current benefit. Currently the contract allows the company to substitute a different plan only if it is “substantially equivalent.” This protection was agreed to in 1994 after the Guild filed unfair labor practice charges against the company for making unilateral changes in the medical plans.

The Company did suggest openness to providing benefits outside the New York Times benefit plan, but warned they could end up being more expensive to employees or limited in coverage.

**Wage rate: Company seeks ability to cut pay**

The Company also detailed its proposal that would eliminate the contract's protection against reducing wage rates during annual wage reopeners. It also has proposed eliminating the contract's guarantee that Guild members get at least the same wage increase as other unions at the T&G.

When asked if the company proposal would give the company the ability to increase insurance costs, cut benefits and reduce wages, T&G negotiations replied "Yes".

**Next Negotiating Session: Noon Thursday, Sept. 13, at the Guild's Worcester Office, Room 301 of the Bay State Bank Building, 32 Franklin St. Guild members are welcome to attend.**