

Dex Media September 16, 2005

With the departure of Louise Caddell for another assignment at CWA headquarters, responsibility for the role of CWA Bargaining Agent has been transitioned to Reed Roberts, Administrative Assistant to the Vice President, District 7. Jana-Smith-Carr, District Organizing Coordinator has also been assigned to work with Reed supporting the Dex Media, Inc. bargaining unit.

As part of that change, we have to find better methods of stepping up to the need to more effectively communicate with our members. Regular updates on this site will be one of those methods.

The size and complexity of a written contract is usually indicative of the relationship that exists between the parties. When this unit was part of a Regional Bell Operating Company, that relationship was pretty good, particularly in today's context. Dex was the premier directory sales book in the county and the environment, the relationship and the written contract was indicative of that. As that the relationship has obviously changed, we find ourselves in a position where we do not necessarily have the language that reflects what were the operational norms of the past.

When Qwest made the decision to sell Dex in it's entirety to an outside investment company, to pay down debt, none of us could have known how this would change our relationship. While initially little changed, that was apparently only until the new owners could design and begin implementing what they see as an appropriate way to manage this business.

Issues

Consolidations and office closures are continuing. As we all know, today will mark the closure of Dex Media's Phoenix and Maple Grove Customer Service offices with the Portland office scheduled to close on September 22nd, 2005.

While an employer clearly has the right to consolidate it's operations based on business needs, the apparent practice of "consolidating" specific functions into a central location and then replacing some of those personnel with either contractors or "managers", does not satisfy a legitimate business need.

In our view, the objective or intent of the language is clear and unambiguous: ".....discontinue or reduce the use of any Leased worker or Term employees within the adjustment group where the work is to be reduced," meaning that leased or term workers "will be replaced by an impacted employee if the employee has the appropriate training and skills to perform the work."

To accept the employer's argument in these cases is to turn the agreement upside down, to say that since they didn't intend to hire these people until after the surplus, they had no obligation to discontinue or reduce the use of any Leased worker or Term employees within the adjustment group where the work is to be reduced since they weren't on the payroll.....yet.

Also, based on this same argument, a leased worker or manager can replace an impacted employee regardless of whether the impacted employee has the appropriate training and skills to perform the work or not.

Mandatory Saturday's

The use of mandatory Saturdays as a penalty for not meeting Web click quotas has been challenged at the NLRB. Local 7200 – Minneapolis filed an Unfair Labor Practice with the National Labor Relations Board charging Dex Media with having made unilateral changes in employees'

working conditions without giving the Union notice or an opportunity to bargain and threatening employees with discipline if they fail to abide by the changes; made unilateral changes impacting sales employees' compensation without providing the Union with notice or an opportunity to bargain; and, making unilateral changes in sales employees' working hours to include mandatory Saturdays as discipline for not meeting arbitrarily assigned sales quotas.

The employer has discontinued the practice of requiring employees to work Saturday's in Minneapolis although local management maintains that their decision is unrelated to the filing of a charge. District Legal Counsel is currently reviewing this charge with an eye towards expanding it to a regional charge.

The Dex Media, Inc. Employee Savings Plan [401(k)]

CWA was made aware this week that Dex Media had notified employees that they were unilaterally imposing fee changes of "...approximately \$100 per plan participant on average over the course of one year."

Notice to the employer was served on Friday September 17th, that the requirements under Article 10. of our collective bargaining agreement states that there will be no negotiations during the term of this Agreement upon changes to any of the Plans and Leaves listed and that no change shall be made without the consent of the Union in the Plans which would reduce or diminish the benefits or privileges thereunder for the employees within the bargaining unit.

The Union views this change as diminishing the employees benefits under the Plan and has demanded that the employer withdraw this change and to confirm in writing that it has done so. Failure or refusal to do so will force the Union to seek injunctive relief for the employees.

CWA/IBEW Dex Media meeting

The Unions have scheduled a meeting in Denver, Colorado on October 14 and 15, 2005. There will be a joint session with both CWA and IBEW on Friday morning. After the initial joint session we will break out into separate groups for establishing strategies to respond to the changes implemented by this employer including grievance training, NLRB charges and other possible litigation, updates on outstanding issues/grievances/arbitrations, and mobilization training to prepare for bargaining.

Pending Grievances and Arbitrations:

Pending 3rd Step grievances

<u>Grievance Number</u>	<u>Contractual Violations</u>
D050030-7803	Market Assignment
D05031-7803	Mandatory Saturdays
D05032-7901	Not paid Holiday
D05033 & D05105-7200	Dex clicks quotas
D05106-7818	Docked employee pay
D05107-D05131-7200	Contracting of BU work
D05132-7400	Contracting of BU work
D05133-7901	Contracting of BU work
D05134-7901	Management performing Bargaining Unit (BU) work
D05136-7400	Mandatory scheduling of Sat OT
D05137-7400	Denied commission
D05138-7400	Denied commission
D05139-7803	Denied commissions
D05140-7803	Mandatory work hours
D05027-7901	Vacation Scheduling

D05005-7400	Commissions
D05006-7400	Commissions
D05008-7818	Keystone issues
D05011-7901	Management doing BU work
D05025-7400	Other – keystone

Pending Arbitration

<u>Arbitration/Grievance No.</u>	<u>Contractual Violations</u>
7-05-026	Post & Bid
7-05-026	Mngmnt doing BU work
7-05-052	Payroll issues
7-05-053	Mandatory Saturdays
7-05-056	Denial of OT
D04026-7500*	Market assignment
D04030-7400*	Mngmnt performing BU work
D05004-7400*	Post & Bid
D04032-0007*	LoA
D04017-7400*	LoA
D05010-7803*	Commissions
D04014-7200*	Movement
D04018-7400*	Management work w/out compensation

* Being reviewed by counsel

In addition, the following grievances of individual discipline are being reviewed by counsel as well.

<u>Grievance No.</u>	<u>Discipline</u>
D01026-7803	Discipline – SPE
D01029-7803	Discipline – SPE
D01044-7803	Discipline – SPE
D01045-7803	Discipline – SPE
D02026-7200	Discipline – demotion