



IDEARC NEWSLETTER

LOCAL 13500

TENTATIVE AGREEMENTS REACHED IN NEW ENGLAND AND NEW YORK

Tentative agreements were reached in New England and New York just after the health care insurance. The tentative agreements strike a reasonable compromise

Thanksgiving Holiday. The New England contracts, both Sales and Support, have been working under Company-imposed contracts for almost a year. Their contracts expired in June 2007 and they were unable to

Pensions and retiree healthcare were the major stumbling blocks to reaching an agreement

come to a settlement until now. The New York Sales contracts expired in early October of this year. A major stumbling block to reaching agreement was the fate of the pension plans and retiree contract negotiations will have immediate impact on our upcoming contract discussions here in Pennsylvania. Details of the New York contract negotiations are not yet known.

DECEMBER 2008

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*"TOGETHER WE BARGAIN
DIVIDED WE BEG"*

UTC POLICY MODIFIED

The single most common complaint lodged by Sales Reps over the past three years has been the unfairness of the "Unable To Contact" or UTC policy. The fact that the customer continues with his or her advertising program and the Division receives credit, while the Rep takes a loss on the account is nothing short of a morale-buster. This issue has

been raised at the bargaining table and at joint Union-Management meetings for years. Now, seemingly out of the blue, the policy has changed. Provided all handling criteria are met, the Rep will receive credit for the work he or she has put into these accounts. Please contact your Local Union office if you experience any problems with the new policy.

NEW/NON ARBITRATION HEARING POSTPONED PENDING SETTLEMENT DISCUSSIONS

The arbitration case over the implementation of the "New and Non" disciplinary component to the Territory Control Policy, originally scheduled for hearing on December 18, 2008 has

been postponed in order to allow the Union and Company time to discuss a

No further disciplinary action will be taken while settlement discussions continue.

mutually agreeable settlement. Over the past several months, Sales Reps, and in particular Telephone and P-1 Reps, have been placed on verbal and written warnings as a result of their failure to meet, what the Union has described as, artificial and unrealistic requirements to sell to new and non customers. To date, three Sales Reps in Pennsylvania have lost their jobs as a result of this ill-conceived policy. During a recent grievance meeting in one of our offices, three-quarters of the workforce was found

to be on some level of disciplinary warning for failure to meet their New/Non expectations. Unfortunately, this is not a unique experience. Similar situations exist in each office in Pennsylvania, Maryland and Virginia.

The Company seems to have finally discovered that to continue with this policy will put good Sale Reps at risk of losing their jobs.

In addition to the Union's claim that this policy is on its surface arbitrary and unreasonable, it has also argued that it violates our collective bargaining agreement by implementing a parallel disciplinary process to the negotiated Performance Improvement Plan (PIP). The PIP takes into consideration the overall job performance of a Sale Representative. If the Company can pull out each component of the total performance picture and run disciplinary tracks for those pieces separately, the PIP would eventually be rendered meaningless.



DISCHARGE OF THREE COMPOSITORS IN VALLEY FORGE WILL BE TESTED IN ARBITRATION

Three Compositors working in the Spec Art Dept. in Valley Forge were terminated for poor performance in August 2008. All three Compositors were among those scheduled for lay off when the Ad Production work was move out of Valley Forge to other facilities, including to India. Based on their seniority and job title, they were saved from lay off at the end of February and accepted positions in the Spec Art Dept. After only 3 months on the job, the Company identified them as being unable to perform up to expectations. By the end of June they had advanced on the PIP to the final step and were scheduled for discharge. The Union intervened and was successful in extending their time on the job for an additional month to help them get up to speed. However, by August, none of the three were producing at the required amount and/or time. All three were discharged. The Union filed a grievance on behalf of each member and attempted to reach an agreeable resolution. Since we were unable to do so, the Union filed for arbitration. The Union was seeking more time to meet expectations.



THE CUSTOMER COMES SECOND

In the newly revised and updated book titled "The Customer Comes Second", co-author Hal F. Rosenbluth, opens the book in a chapter titled "The Power of People" with these profound words: "It never made any sense to me that 'telling people to care about their clients' could have any effect if those same people didn't feel cared about by their employer."

From this opening statement it is obvious that Mr. Rosenbluth understands something that his peers in other companies have missed completely. Although it is popular today to speak about caring, - caring for customers or caring for employees - it is clear that what most corporate leaders care about is the bottom line. And, a more cynical perspective may be that all they really care about is what goes into their own pockets.

Most of us are familiar with the pretense of caring for customers espoused by our employers. And, we can only hope that one of them mentions caring about us, the workers. So, when I heard that some of Idearc's upper management folks were reading Mr.

Rosenbluth's book, I had to get a copy to see for myself what was going on here.

I don't think I'm alone in suggesting that most corporate slogans that tout caring for their customers are really just hiding a subtle means to hold individual employees accountable for failing to do what is virtually impossible to do; that is, to properly service their customers. The Companies that I am familiar with set up every roadblock imaginable to achieving real customer satisfaction. Then, blame the employee for failing to do the impossible.

Could it be that someone who leads an American corporation as successful and acclaimed as Rosenbluth Travel be serious about doing business by putting his employees ahead of customers? Something's up!

Again, from the opening pages of *The Customer Comes Second*, "People are truly the most powerful asset an organization can have." He then states in clear terms our general state of affairs, "It makes perfect sense, and these days it's popular to say the words. But it's not easy to live them every day, everywhere. That's why most companies don't."

This book is well worth a read.

Survey Results for the Sales Contracts

Not unexpectedly, the item that came in ahead of all others on the bargaining survey was a Fair Wage Increase. Even in better times, the need for additional income rises to the top of the Union's bargaining agenda. Close behind, however, maintaining our health care and retirement plans came in second and third respectively on the surveys.

Next, and only slightly lower, came concerns over "checkpoint" disciplinary action, in particular the New/Non policy. As mentioned in an article on page 2, this issue may be resolved through the arbitration process prior to bargaining.

Rounding out the top five issues was Improvement or Elimination of the PIP. Surprisingly, since the expectation has been lowered to 90% of goal, we have experienced very few disciplinary terminations based on the PIP. The most common cause for discharge remains manipulation of the Sales Contract or ADA.

In the comment section of the survey, some issues that on first glance at the survey would not appear to be a major concern were fleshed-out. In particular, concern was raised over the additional workload taken on by the DA/GA titles. During the most recent restructuring,

additional work was placed on the already heavy workload of these employees. When inquiries were made at the time, the Union was assured that the additional work was within the scope of duties handled by these employees. The Union will request from Idearc the previous and current duties of these titles, but it would also be helpful if we could receive similar comparisons from those actually performing these new duties. This information can be forwarded to one of the Local Union offices.

More control over commission rates, improved sick time, more vacation time and more flexible hours were also commented on. These items will be added to the Union's agenda.

Additionally, there has been on-going discussion about breaking out a separate title for Artists who travel to the customer's premise. In recent years, there have been several field Artists who are going beyond the normal scope of their assignment and performing more hands-on work with customers. This practice appears to be successful and it is being encouraged in some Division Offices. Additional information on this practice would also be helpful.

Employee free choice act



Support the Union's efforts to pass the Employee Free Choice Act by signing a card today!

Ask your Union Rep for a card or go to:

freechoiceCWA.org

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