

Working Without A Contract | Know Your Rights

Frequently Asked Questions

1. What expires upon contract expiration?

- Arbitration (but not the grievance procedure)
- Management Rights
- Union security (but not dues checkoff)
- No strike/no lockout

2. What does not expire upon contract expiration?

Other than the items listed above, the terms and conditions in the contract continue to apply when it expires. Those terms and conditions make up the status quo. The company cannot make unilateral changes to any mandatory subject of bargaining that is part of the status quo. The parties must bargain over changes to the status quo.

3. What are mandatory subjects of bargaining?

Mandatory subjects of bargaining are things that directly impact wages, hours, or working conditions. The list is long.

- Examples include wages, overtime pay, shift premium, incentive pay, bonuses, break time, seniority, health and safety, vacation, personal time, health benefits, pension, profit-sharing, subcontracting, work rules, price of food in snack machines...

4. How do I help enforce the status quo?

- Be on the lookout for any changes to work rules or any other mandatory subjects of bargaining. Report any changes to your committeeperson.

5. If we don't have a right to arbitrate disputes, how do I protect myself from being disciplined?

- Carefully follow all standard operating procedures, safety policies, and supervisor's instructions.
- Call for a steward if you are disciplined, asked to do work you are not trained to do, or asked to do work that is unsafe.

6. What else can I do?

- Attend Local Union meetings to learn more about your right to engage in protected concerted activities with your co-workers and to help plan those activities at your facility.
- Refuse voluntary overtime.

7. What can't I do?

- Engage in a partial strike: You cannot do your regular work very slowly or do only some of your job duties and refuse to do others. An example of a partial strike is refusing to work mandatory overtime.
- Distribute leaflets that disparage the employer.
- Damage company property.
- Threaten anyone, including supervisors or other employees, with physical harm.

