



Claude Cummings Jr.  
Vice President

September 12, 2018

TO: CWA Members Employed by Dex/YP in District 6

FROM: Sylvia J. Ramos, Assistant to District 6 Vice-President 

SUBJECT: Corporate Arrogance – Dex/YP

On September 10, 2018 Joe Walsh sent you a letter (see attached) proclaiming one of the most arrogant Corporate announcements CWA has seen in recent memory.

The essence of the announcement is that his definition of Collective Bargaining is strictly a one-way street, in which the Company dictates the terms and the Union agrees to whatever the Company dictates.

Walsh wants you to believe that you are working for a completely new Company which is free to dictate your conditions of employment without your Union's agreement and in fact without any give and take. **Not true.** When Dex acquired the YP entity that was your employer, the Company took on the name Dex/YP – not just Dex – and Dex/YP agreed in writing that it was a *SUCCESSOR* to YP. The *SUCCESSOR* entity immediately recognized CWA as your continuing exclusive collective bargaining agent and immediately acknowledged that it was assuming the existing Collective Bargaining Agreement.

These were supposed to be solemn obligations, but to Joe Walsh they were just word games and tricks. The Company immediately began violating the contract and its obligation to deal with the Union in good faith. DEX announced their plans to reduce the sales force by half within one year through new Performance and Disciplinary standards; by laying off employees and refusing to pay Severance Pay in lump sums as had been the contractual practice for decades; by terminating the employment of two successive Union bargaining committee members and a Union steward on highly questionable grounds based on new performance standards; by handing out bargaining unit jobs to supervisors in violation of bargaining unit members' Seniority Rights and laid-off members' Recall Rights; by taking core bargaining unit work out of the bargaining unit; by using new Performance Standards to put members on the street

without following Force Adjustment procedures in order to avoid the procedures and benefits of force adjustment; by refusing to meet with the Union on grievances; by declaring a new job title without even attempting to utilize the contractual procedure for new job titles; and now, the latest breach of good faith dealings, unilaterally imposing its contract proposal through its one-way version of Collective Bargaining.

Joe Walsh doesn't want you to realize that the Company's unilaterally imposed one-way deal includes eliminating Article 27 of the Contract, which is your contractual guarantee of a fair and equitable allocation of accounts.

Joe Walsh doesn't want you to know that CWA informed the Company on September 6<sup>th</sup> that we would be ready to meet and would be prepared to offer new proposals in response to the Company's last proposal *after* your elected Bargaining Committee Member from Texas completed a critical phase of her current canvass by the end of September.

He doesn't want you to know that we advised the Company the participation of your elected Bargaining Committee Members is essential and mandatory for the Union as a democratic organization, and that we offered new meeting dates to occur as soon as all members of your elected Bargaining Committee could be available. The Company well knows that after its two successive firings of employees who had served you as elected Bargaining Committee members, the Union could not ask any Bargaining Committee member to risk her job by falling behind on a canvass. In St. Louis, Mark Kennon was fired after the Company refused to accord him the normal quota relief for the long stretches of time he was serving you in his elected Bargaining Committee job meeting and bargaining with the Company! In Corpus Christi, Mark Hamilton was fired for allegedly not keeping pace with canvass benchmarks even though he was ahead of where he had been at the same point in the previous year's canvass, a canvass that he completed 100%, and even though he was on zero progressive discipline under the Company's performance improvement plan! Under these circumstances, it was not only reasonable for us to ask the Company to wait until after your Bargaining Committee member completed what she considered a critical phase of her current canvass, it was the only responsible thing we could do, not only for the sake of your Bargaining Committee member but for the Company's benefit as well.

Walsh thinks the purpose of collective bargaining is solely for the union to accept the Company's demands. Joe Walsh is wrong. He is as wrong as he can be. CWA is a proud Union and is proud of its determination to represent you! We are certainly willing to make reasonable compromise with the Company, but Walsh is not interested in compromise, only in capitulation.

Throughout the bargaining that has taken place since last summer, the Company has offered only one reason for its demands: that the District 6 contract has to be the same as the Company's other Contracts simply because the Company wants it to be. But the simple fact is that you work under a different contract with its own bargaining history and its own interpretive history. At no point in the negotiations – negotiations that Joe Walsh has made a mockery of with his “my way or the highway” arrogance – has CWA demanded that the only way to reach an agreement is to agree to everything proposed by the Union. But at every point Dex/YP has insisted that the only way to reach an agreement is for the Union to agree to the Company's one-way demands.

Walsh also didn't want you to know that in just a few days **official NLRB notices are going to be posted and are going to be emailed to all bargaining unit employees** in Austin, Dallas, Houston and San Antonio resulting from the Company having been forced to settle unfair labor practice charges resulting from its refusal to meet on grievances and refusal to provide relevant information to the Union, based on charges filed by CWA.

He would probably also rather you not know that as you are reading this letter, CWA has filed more Unfair Labor Practice Charges with the NLRB over the Company's bad-faith bargaining. We will not cease to fight for you. We will not roll over and surrender your right to be represented in true collective bargaining.

CWA will continue to MOBILIZE through BILLBOARDS, MEDIA, RADIO, HANDBILLING and every means possible AGAINST DEX/YP'S union busting tactics and unreasonable demands!

**DEX/YP MUST STOP DISRESPECTING THEIR EMPLOYEES AND START HONORING THE UNION CONTRACT!**

**TOGETHER IN UNITY WE CAN MAKE A DIFFERENCE!**

SJR/sv

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c: Claude Cummings, Jr., Vice President  
District 6 Administrative Staff  
District 6 CWA Representatives