SPFPA

HANDBOOK AND GUIDE FOR HANDLING GRIEVANCES

INTERNATIONAL UNION,
SECURITY, POLICE AND FIRE PROFESSIONALS
OF AMERICA (SPFPA)

"America's Union for Security Professionals"

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ALLIED UNION SERVICES

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Foreward

TO: ALL LOCAL UNION OFFICERS AND STEWARDS

Dear Brothers and Sisters:

It is evident that you enjoy the esteem and confidence of your coworkers who elected you to the important position of Local Union Officer, or Steward. I am confident that you will fill that position to the best of your ability and derive great personal pleasure from the challenge and service.

You hold one of the most important positions in our Union. You are the eyes, ears and voice of the SPFPA at the work place. Our member's look to you for advice and assistance on numerous problems – not all of which are limited to the contract or grievances.

Administration and enforcement of the collective bargaining agreement will depend upon your knowledge, skill and attention to duty. This Handbook and Grievance Guide is designed to assist you in doing an effective job. Your suggestions for additions or improvements are welcomed.

Remember, when in doubt, contact your International Vice President. Best wishes for your success.

Fraternally,

DAVID L. HICKEY
International President
International Union,
Security, Police and Fire Professionals
of America (SPFPA)

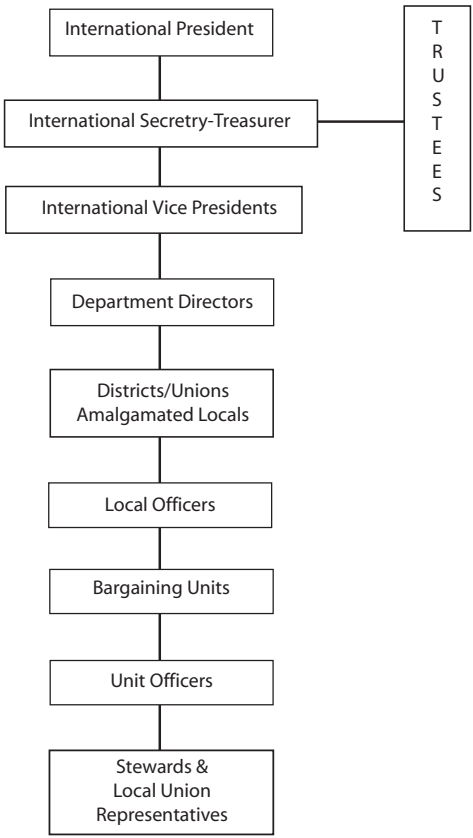
I.
Structure of the SPFPA

The International Union, Security, Police and Fire Professionals of America (SPFPA), formerly United Plant Guard Workers of America (UPGWA), was founded February 17, 1948, as an independent union devoted to the exclusive representation of security personnel throughout the United States, Canada and Puerto Rico. In May 2000, the Delegates at the International Convention voted to change the name from the UPGWA to SPFPA to better recognize the membership growth and the increased level of industries represented. We are an independent International Union because affiliation with the AFL-CIO is prohibited by Section 9(b)(3) of the National Labor Relations Act, as amended. In legal form the SPFPA is a voluntary unincorporated association.

Learn the history and accomplishments of your Union. You will be stimulated by our heritage and proud to be a member.

A good Steward or Local Union representative becomes familiar with the International and Local Constitution and By-Laws. In those documents you will find answers to questions regarding duties of officers, elections, dues, trials of members and all other matters which govern our Union.

The following chart presents a general view of the internal structure and operation of the SPFPA.


International President
International Secretry-Treasurer
International Vice Presidents
Department Directors
Districts/Unions
Amalgamated Locals
Local Officers
Bargaining Units
Unit Officers
Stewards &
Local Union
Representatives
TRUSTEES

II
Local Union Officers and Stewards

A. WHO ARE THEY?

1. They are the Union's representatives who carry out the responsibilities of the Union at their place of work. They are the first Union officers to get involved in seeing that the contract is adhered to. They generally handle grievances at the first step, collect dues, keep overtime records and perform other duties as required or directed by the Union.

2. A good Local Union representative or Steward can be the backbone of the Union. He/she can also be the straw that breaks the camels back if he/she is in for his/her ego, super seniority protection or for the money that he/she might get through lost time.

B. RESPONSIBILITIES

1. Monitor the Contract.
2. Keep accurate overtime records.
3. Study the Contract so that you have complete knowledge of its provisions as well as State and Federal laws that are applicable.
4. Know the International's Constitution and By-Laws and Local By-Laws.
5. Thoroughly understand and comply with the rights given to the Union and limitations imposed by the Labor Agreement pertaining to the Union and the employees covered by the Agreement.
6. Know the grievance procedure. In particular, be aware of the time limitations for processing a grievance at the various steps in the procedure. Failure to meet any one of the filing deadlines could mean loss of the case.
7. You, like a supervisor, should get to know each employee you represent personally.
8. Especially with a new employee, you should take the initiative in becoming acquainted and should make a sincere effort to gain the employee's confidence.

9. You should be aware of how the Company and Union have interpreted particular sections of the contract in previous arbitration cases. Arbitrators view past practice as an important factor in contract interpretation.

10. Before you present a grievance case, you should ask yourself the following:
    a. Do I know all the facts?
    b. Do I know all the names and titles of the people involved?
    c. Do I know the dates and times involved?
    d. Am I avoiding snap judgments?
    e. Am I basing my decision on the facts, not gut reaction?

11. You should remember you have much to gain by cooperating with the supervisor in eliminating the causes of grievances. You should realize that the supervisor has a job to do, and sometimes this will bring you and the supervisor into disagreement. Both parties, however, have an obligation to promote good relations.

12. As a Local Union representative or Steward you must:
    a. Avoid favoritism;
    b. Try to understand the grievant's point of view;
    c. Set a good example at work;
    d. Avoid playing union politics on grievance matters;
    e. Avoid making unwarranted promises to the grievant or the members;
    f. Keep the grievant informed as to the status of the grievance;
    g. Avoid becoming unreliable, uncooperative and antagonistic in your dealings with the Company and the Union; and
    h. Realize the importance of your decisions.

13. You must keep a complete set of records showing the grievance issue, the employee or employees involved, dates and disposition, as well as any other pertinent information. This record keeping is very, very important.

C. NEEDS

A Local Union representative or Steward, as well as their employees they represent:

1. **Need to belong**. Persons want to identify themselves with other people; they want to be part of a group stronger than themselves.
2. **Need to feel accomplishment.** People want to feel that they are making progress toward worthy goals; goals within their capabilities.
3. **Need self-esteem.** Each person develops his or her own sense of worth, their own standard of pride and dignity.
4. **Need to feel accepted.** Persons must feel that they are accepted by the groups with which they identify themselves.

D. GAINING ACCEPTABILITY

Mutual confidence of employer and employee in each other is essential to the success of any enterprise. To quote L. M. Keys, a noted labor relations author, "The main asset of any enterprise is the confidence in their leaders, the confidence of both in their product or service. Without such faith, there can be no permanent success. In industrial organizations with collective bargaining agreements, such faith must embrace these fundamentals for industrial peace and productivity:

1. Full acceptance by management of collective bargaining.
2. Full acceptance by unions of private ownership and operation of industry for profit.
3. Strong unions that are democratically and responsibly run.
4. No company interference in union affairs.
5. Both parties demonstrate mutual trust in all dealings.
6. Neither party takes a legalistic approach in negotiations, which should be problem-centered, not issue-centered.
7. Full sharing of information and widespread consultation on matters of mutual interest.
8. Prompt settlement of grievances as they arise."

E. A QUESTION OF LAW

The Local Union representative or Steward will not by-pass the supervisor or the Labor Agreement by going to an outside agency until the grievance procedure has been exhausted or they have consulted with their Local President or International Vice President.

F. COMMUNICATIONS IN PERSPECTIVE

1. There is a need to re-educate employees in the values and priorities of the Country's competitive, capitalistic system.
2. There is a need for the employee to have information about the Company and the Union. The amount of information he or she has controls one's attitude toward the Company and the Union.
3. There is a correlation between an employee's attitude or morale and their job performance and assignment.
4. Employees who are kept informed and know the **"facts"** will be more reasonable to deal with in the final analysis.

G. PERSONAL CONTACT

The Local Union representative or Steward should make it a point to make personal contact with all the members which they represent especially the new hires to explain the Union and Labor Agreement and to offer their help if needed at any time.

H. PARTICIPATION

A good Local Union representative or Steward will try to get their members involved.

1. An involved employee is a more satisfied employee.
2. An involved employee has the means of self-expression and can offer creative ideas to the membership.
3. Through involvement on the part of members, one can often uncover opposition and obstacles to plans before such plans are put into effect.
4. Finally, involvement of members will encourage a sense of responsibility for the decisions made and thus pave the way for change.

I. UNION ATTITUDES

1. Some Union officials do not know how to handle labor-management problems. They adopt a belligerent attitude toward management which precludes intelligent dialogue and problem solving.
2. Union officials are responsible for the Union's climate in the same way that management is for the Company climate. A bad Union climate can cause grievances, strikes and a complete breakdown in the collective bargaining process.
3. The attitude of the Local Union representative or Steward is often a critical element in determining how many grievances are filed and how many will be settled.
4. An untrained representative or Steward may tend to exaggerate the gripe or grievance and possibly become argumentative, belligerent and vociferous. When this happens, the number of grievances are sure to rise and the chances of settlement are slim indeed. Again, a proper attitude is very important in establishing a climate and relationship to settle meritorious grievances.

J. **THE 7 C'S OF COMMUNICATION**

1. **CREDIBILITY.** Communication starts with a climate of belief.

2. **CONTEXT.** A communications program must square with the realities of its environment.

3. **CONTENT.** The message must have meaning for the receiver and it must be compatible with his/her value system. It must have relevance to him/her.

4. **CLARITY.** The message must be put in simple terms.

5. **CONTINUITY AND CONSISTENCY.** Communication is an unending process. It requires repetition to achieve penetration.

6. **CHANNELS.** Established channels of communication should be used – channels which the receiver uses and respects.

7. **CAPABILITY OF AUDIENCE.** Communication must take into account the capability of the audience to receive the message.

III
Grievance Handling

A. GRIEVANCE DEFINED

Generally speaking, a grievance is a complaint by an employee, group of employees or the Union (sometimes by the employer) covering any aspect of the employment relationship. Grievances include, but are not necessarily limited to, complaints concerning violations of the contract, supplementary agreements, State and Federal Labor Laws, health and safety regulations, National Labor Relations Board rulings, arbitration or umpire decisions, past practice and policies, and the employer's own rules and regulations. In many cases, the contract provides its own definition of a grievance. A grievance may be arbitrable, that is it may go to arbitration under the contract, or non-arbitrable. Arbitrable grievances are usually those which arise out of the terms of the collective bargaining agreement or those which concern disciplinary actions. A complaint may be one of merit or one of no merit. The latter is known as a "gripe." Know the difference between a GRIEVANCE and a "GRIPE."

B. HANDLING GRIEVANCES

The Local Union representative or Steward should follow what is known as the five W's: WHO, WHY, WHEN, WHERE and WHAT. But, more importantly, make sure that the grievance is written in such a manner that the provision or provisions of the Contract that are violated are covered and appropriate relief is requested. You might follow this outline:

1. Investigate and evaluate each grievance to ensure that it is legitimate. Make sure there has been a violation of the contract, law, past practice, or understandings. If there has not been a violation, the grievance should be withdrawn and the grievant advised why. This should be done in a diplomatic manner. In borderline cases, the Steward or Local Union representative should give the benefit of doubt to the employee and process the Complaint as a grievance. Employees should be advised that unjustifiable grievances, if processed, can work to detriment of themselves and their fellow union members.

2. Determine the type of grievance at issue – discharge, absenteeism, etc.
3. What are the **relevant** facts in the case?
4. Prepare a detailed statement of facts (visit the area where the grievance originated if necessary). When appropriate prepare a sketch or diagram of the area in dispute or relevant to the grievance.
5. Ask the grievant, particularly in a disciplinary and discharge case, to write his own statement of the facts as soon as possible.
6. List the names of witnesses, indicating what facts they should be able to testify to.
7. Ask witnesses to write a statement of the facts. Do this as soon as possible.
8. What is the real issue or question raised by the grievance?
9. In the initial write-up of the grievance, indicate what provisions, past practice, and side letters have been violated.
10. Make sure the grievance is kept timely.
11. Take your time at meetings. Make sure you keep good notes.
12. When moving a grievance to the next step, make sure all pertinent data is included; such as, the Grievance, minutes, statement of witnesses, etc.
13. Include names and titles of Company personnel involved in the grievance.
14. What effect, if any, has the Company's action had on the bargaining unit?
15. Make sure that all of your decisions are based on facts and not prejudice, racial bias, or intra-union politics.
16. Deal with each person as an individual.
17. Respect employees and the supervisor. Treat them in a dignified manner.
18. Seek and understand the grievant's and the supervisor's point of view.
19. Be alert to sources of employee irritation.
20. Report justified gripes and irritations to the supervisor; then follow up to ensure that he/she takes prompt action.
21. Report back to employees to keep them informed regarding action on their complaints.
22. Avoid favoritism.
23. Cooperate with the supervisor in eliminating the causes of grievances.
24. Are there prior arbitration awards which relate to the grievance?

C. WRITING THE GRIEVANCE

Although grievance forms are often provided, feel free to attach additional pages if necessary in order to prepare and submit a complete grievance.

Be sure to retain a file copy of all grievances. Develop a practice of dating and numbering each grievance. For example, the grievance can be numbered "Grievance No. 10-04" which indicates that it was the tenth grievance filed in 2004. In multi-plant units the grievance could be numbered "Grievance No. 3A-12-04" which indicates plant 3A, grievance 12 and 2004. Develop a system which suits your needs.

(1) Example Grievance (Discharge):

GRIEVANCE

DATED: June 1, 2004
GRIEVANCE No. 5-04

This Grievance is filed pursuant to Article VII., Section 4., Step 1 of the collective bargaining agreement.

FACTS: On or about May 28, 2004, the Employer/Company discharged Security Officer John Jones for allegedly sleeping on duty. The Grievant denies that he was sleeping on duty or otherwise in violation of any Company rule or policy. The discharge was without just cause.

CONTRACT PROVISIONS VIOLATED: By the above and other acts, the Employer/Company has violated Article V., Section 1., Article IX., Section 5, and other provisions of the Agreement and established past practice.

RELIEF REQUESTED: The Union demands that John Jones be reinstated to active employment immediately without loss of seniority and that he be made whole for all loss of wages and other benefits. Any and all references to this mater must be removed from the Grievant's personnel record.

_____
Grievant

_____
Local Union Representative/Steward

(2) Example Grievance (Contract Interpretation):

POLICY GRIEVANCE

DATED: June 1, 2004
GRIEVANCE No. 4E-9-04

This Policy Grievance is filed in pursuant to Article V., Section 8, of the collective bargaining agreement for and on behalf of all affected employees in the bargaining unit.

FACTS: On or about May 15, 2004, and continuing until on or about May 27, 2004, the Company caused and permitted supervisors to perform bargaining unit work. The supervisors issued keys and passes, unlocked gates, escorted employees and otherwise performed work which is normally performed by bargaining unit employees. Such work was not of any emergency nature and was not performed for training purposes. As a consequence of such work, employees were deprived of overtime and two employees were not recalled from layoff.

CONTRACT PROVISIONS VIOLATED: By the above and other acts, the Employer/Company has violated Article II., Article IV., Section 2, Article X and other provisions of the Agreement; Section 9 and other provisions of Supplemental Agreement D; and well established past practice.

RELIEF REQUESTED: The Union demands that the Company:

1. Cease and desist from assigning supervisors to perform bargaining unit work.
2. Reimburse all affected employees at appropriate overtime rates for all hours during which supervisors performed bargaining unit work.
3. Recall laid off employees as appropriate to perform any added work.
4. Advise all supervisors that they must not perform bargaining unit work.

_____
Local Union Representative/Steward

CAUTION: *The above are "example" grievances only. In each case you must state the relevant facts, determine the contract provisions violated and/or past practice, and request all possible appropriate relief. Double check the contract for any special procedural requirements.*

-THE FIVE W's ARE THE BEST GUIDE -

WHO is involved?
WHY is it a grievance? What law, contract provision, practice or custom has been violated?
WHEN did it happen?
WHERE did it happen? Be specific.
WHAT are you asking for?

And then ask yourself, have I double checked everything?

-OBSERVE ALL TIME LIMITS-

D. DUTY OF FAIR REPRESENTATION

A Union and its officers has a duty to represent **all** employees in the bargaining unit in a fair and equal manner. There must be **no** discrimination based upon union membership or lack thereof, race, creed, color, national origin, sex, age or handicap. Union activity or sympathies, political action or other extraneous factors must not be considered when you represent an employee regarding grievances and other employment matters. In short, Union representatives must avoid arbitrary, discriminatory and/or bad faith action when representing employees.

An individual who has been discriminated against may file an unfair labor practice charge with the National Labor Relations Board, charges with Federal and State Civil rights agencies, and/or bring a suit in U.S. District Court. Accordingly, it is imperative that all Union representatives process employee grievances and other matters in a fair, impartial and careful manner.

Some basic steps must be followed:

1. Observe all contractual time limits and related provisions.
2. Keep careful written records on each case. Your notes should show **WHO, WHAT, WHEN and WHERE**.
3. Keep the Grievant informed as to progress on the case. If the employee merely has a "gripe" rather than a grievance, take the time to explain the situation.

RECOMMENDATION

It is recommended that **any grievance** which is reduced to writing should be processed to the second step of the grievance procedure. Even if the grievance is withdrawn without prejudice at this step, several Union representatives have had an opportunity to study it and to comment. Remember the old saying – "Two heads are better than one."

IV
Federal and State Laws

A FEDERAL LAWS

1. **Age Discrimination in Employment Act of 1967.** Protects employees from employer discrimination on the basis of age. Amended in 1978 to cover workers between the ages of 40-70. Amended in 1987 to remove upper age limit of 70. The Act also forbids the involuntary retirement of an employee before the age of 70 pursuant to the terms of a seniority system or employee benefit plan. This provision became effective with the 1978 amendments and has no impact on previously instituted plans.
2. **Davis-Bacon Public Works Act of 1931.** Employers involved in federal construction, alteration, repair, painting, and decorating, where the contract exceeds $2,000, must pay their employees weekly at the prevailing minimum wage as determined by the Secretary of Labor.
3. **Employee Retirement Income Security Act (ERISA) of 1974.** This Act seeks to set minimum standards for employee pension and welfare plans in the areas of reporting and disclosure, participating and vesting of benefits, funding of plans, fiduciary responsibilities of trustees and plan termination insurance.
4. **Equal Pay Act of 1963.** A law aimed at the elimination of differentials in pay based solely on gender. It makes it unlawful for an employer to pay wages "at a rate less than the rate at which he pays wages to employees of the opposite sex in such establishment for equal work on jobs, the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions . . ."

5. **Fair Labor Standards Act (FLSA).** Adopted in 1939, it is intended to maintain "minimum standards of living necessary for the health, efficiency and general well-being of workers". Provides for minimum standards for both wages and overtime entitlement, and spells out administrative procedures by which covered worktime must be compensated. Included in the Act are provisions related to child labor, equal pay, and portal to portal activities. Amended by the Equal Pay Act of 1963.
6. **Freedom of Information Act of 1974.** This Act provides that citizens are entitled to certain information from agencies and branches of the U.S. Government. Many states have adopted similar Acts.
7. **Garnishment Provisions of the Consumer Credit Protection Act of 1968**. Uniform restrictions on wage garnishments were imposed by Congress because garnishments frequently resulted in the loss of the debtor's job, causing the disruption of employment and production and constituting a substantial burden on interstate commerce. Under this Act, consumers are protected from having more than 25% of their aggregate disposal earnings subject to garnishment by creditors. This restriction is not applicable to "any order for the support of any person issued by a court of competent jurisdiction...which affords substantial due process and which is subject to judicial review." In such cases, a garnishment to enforce any order of support shall not exceed 50% of an individual's disposable earnings if the individual is supporting a spouse or dependent child other than the spouse or child for whose support the order is to be used, or 60% where the individual is not supporting another spouse or child.
8. **Labor Provisions of the Federal Civil Rights Act of 1964.** This law forbids discrimination in hiring and employment conditions based on race, color, religion, national origin, or sex, and is administered by the Equal Employment Opportunity Commission (EEOC). An exception is made about the latter three criteria where it can be supported by a "bona fide occupational qualification." A 1965 amendment to the Civil Rights Act adds age to the criteria, requiring a bona fide occupational qualification to permit job discrimination. These laws apply to all employers of twenty-five or more persons. Amended in 1965, 1968 and 1978.

9. **Landrum-Griffin or Labor-Management Reporting and Disclosure Act of 1959.** Designed as a labor reform Act to provide for the reporting and disclosure of certain financial transactions and administrative practices of labor organizations and employers, to prevent abuses in the administration of trusteeships by labor organizations, to provide standards with respect to the election of officers of labor organizations and for other purposes.
10. **National Labor Relations Act (Wagner Act).** Passed in 1935, this Act defines and protects the rights of employees in the private sector. It also encourages employees to organize and to bargain collectively through representatives of their own choosing. The key provision is Section 7, a declaration of employee rights. Section 7 states: "Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activcities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as authorized in Section 8(a)(3). The Act takes a threefold approach.

    a. Prohibiting improper employer conduct (unfair labor practices).
       These fall roughly under the following categories:
       1) Interference, restraint or coercion of employees in their union activities.
       2) Assisting or dominating a labor organization.
       3) Discrimination in employment for union membership or union activities, or lack of them.
       4) Discriminating for participation in an NLRB proceeding.
       5) Refusal to bargain collectively with a certified union.

    b. Outlining the procedures, primarily the secret ballot election in an "appropriate bargaining unit," by which employees can choose whether they want a particular union to represent them.

c. Establishing an administrative agency, the National Labor Relations Board (NLRB or Board) to administer and interpret the unfair labor practice and representation provision of the Act.

11. **Norris-LaGuardia Act of 1932 (Anti-Injunction Act).** Its purpose was to limit the use of the injunction in labor disputes as well as to make unenforceable the provisions of "yellow dog contracts." A "yellow dog contract" is one in which an employee agrees as a condition of employment not to join a union. In addition, it sets out a statement of public policy to protect the freedom of association and collective bargaining and limit the use and jurisdiction of the federal courts in labor disputes. The Act also holds that a union officer shall not be held responsible for acts committed during a labor dispute, unless he has specifically authorized such an Act. And, it provides for trial by jury for any individual charged with contempt of court, except for contempt committed in or near the presence of the court.
12. **Occupational Safety and Health Act of 1970 (OSHA).** This law requires employers and employees to comply with safety and health standards promulgated by the Labor Department. There are stringent penalties for violations.
13. **Vietnam Era Veterans Readjustment Assistance Act of 1974.** Bars any employer from denying any person "hiring, retention in employment, or any promotion or other incident or advantage of employment because of any obligation as a member of a Reserve Component of the Armed Forces." This law requires that reservists called to active duty be restored, upon release from active duty, to the same or similar position of seniority, status and pay.
14. **Service Contract Labor Standards Act of 1965** and Amendments thereafter. Applies generally to Government contracts, the principal purpose of which is to furnish services in the U.S. through the use of service employees. It is effective as to contracts entered into pursuant to negotiations concluded or invitations for bids issued on or after January 20, 1966. Contractors and subcontractors performing work under such contracts are required to observe minimum standards of compensation for employees employed in the contract work. Compensation in accordance with that prevailing in the locality and safe and sanitary working conditions are required for service employees engaged in work under contracts in excess of $2,500.

15. **Social Security Act of 1935.** A federal statute establishing a national social insurance program and agency to administer it. The program was devised to "provide some safeguard against the insecurity of modern life through cooperative action by federal and state governments, thus making possible the fullest consideration of the local economic and social problems . . . while maintaining a national unity of program and purpose." Unlike welfare, social security benefits are paid to an individual or his or her family at least in part on the basis of that person's employment record and prior contributions to the system. While the original Act used Social Security in a broad sense and included federally funded welfare programs and unemployment compensation within its scope, current usage associates the phrase with retirement and disability insurance.
16. **Taft-Hartley Act.** The NLRA (Wagner Act) was amended in 1947 by the Taft-Hartley Act. This Act lists a number of union unfair labor practices. These include:

    a. Restraint or coercion of employees in their right to join unions of their own choosing.
    b. Causing an employer to discriminate against an employee for exercising his right to join or refrain from joining a union.
    c. Refusal to bargain with an employer when the unions is the certified representative of the workers.
    d. Engaging in secondary boycotts.
    e. Charging excessive or discriminatory initiation fees.
    f. Featherbedding (causing or attempting to cause an employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or not to be performed.)

    Of particular interest to plant guards is Section 9(b)(3) which provides that the NLRB will not certify a unit that contains both guards and non-guards.
17. **Unemployment Compensation Laws–A Joint Federal-State Program.** A Federal-State program that is administered by the states. Generally employees who have been terminated or laid off from their jobs are eligible to receive a portion of their former salary as they search for new employment. Most states provide

that an employee who has been terminated for "gross misconduct" is ineligible for unemployment benefits. An employee generally may appeal a State's decision to deny benefits. Benefit payments vary from state to state.

18. **Walsh-Healey Public Contracts Act of 1936.** Manufacturers and dealers who furnish more than $10,000 in supplies to or for the Federal Government must observe certain working conditions and must pay the prevailing minimum wage as determined by the Secretary of Labor. It also provides that an employee must be paid overtime in accordance with FLSA provisions, and sets a minimum age for employees.
19. **Welfare and Pension Plans Disclosure Act of 1958.** All employers engaged in or affecting interstate commerce are required to register, report and disclose employee welfare and pension benefit plans with the Secretary of Labor if the plan covers more than 25 persons. A description must be made available to plan participants and must include a benefit schedule, type of administration, and a copy of plan documents. An annual financial statement must be included for plans with more than 100 participants.
20. **Workers' Compensation.** The first United States compensation law was enacted by Congress in 1908. The prime purpose of workers' compensation is to provide financial aid through a system of insurance to compensate employees for damages or injuries incurred in the course of employment.
21. **Work Hours Act of 1962.** All employees engaged in any federal project, or in any project financed in any part by federal loans or grants, are entitled to overtime payment at time and a half. Thus, any employer subject to the Davis-Bacon Act also is subject to the Work Hours Act.
22. **Employee Polygraph Protection Act of 1988.** The Act generally prevents employers engaged in interstate commerce from using lie detector tests either for pre-employment screening or during the course of employment, with certain exemptions. Exemptions include Federal, state and local governments. In addition, lie detector tests administered by the Federal Government to employees of

federal contractors engaged in national security intelligence or counterintelligence functions are exempt. In certain circumstances, polygraph tests (but no other lie detector tests) may be administered in the private sector, subject to certain restrictions:

* To employees who are reasonably suspected of involvement in a workplace incident that results in economic loss to the employer, and who had access to the property subject to the investigation;

* To prospective employees of armored car, security alarm, and security guard firms who protect facilities, materials or operations affecting health or safety, national security or currency and other like instruments;

* To prospective employees of pharmaceutical and other firms authorized to manufacture, distribute, or dispense controlled substances who will have direct access to such controlled substances, as well as current employees who had access to persons or property that are the subject of an ongoing investigation.

23. **Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).** Under COBRA, if you voluntarily resign from a job or are terminated for any reason other thant "gross misconduct", you are guaranteed the right to continue your former employer's group plan for individual or family health insurance for up to 18 months at your own expense. In many cases, your spouse and dependent children are also eligible for COBRA coverage, sometimes for as long as three years.

24. **Weingarten Rights.** When the employer initiates an investigatory interview with an employee, the employee has the right to have a Union Steward present. This rule was announced in the case NLRB v. J. Weingarten, Inc., and hence this rule of law is known simply as an employee's Weingarten rights. Weingarten rights apply only during investigatory interviews. An investigatory interview occurs when: (1) management questions an employee to obtain information; and (2) the employee has a reasonable belief that discipline or other adverse consequences may result.

    Under Weingarten, the following rules apply to investigatory interviews. The employee can request union representation before or at any time during the interview. When an employee asks for representation, the employer must choose from among three options:

1. Grant the request and delay questioning until the union representative arrives;
2. Deny the request and end the interview immediately; or
3. Give the employee a choice of: (a) having the interview without representation or (b) ending the interview.

If the employer denies the request for union representation and continues the meeting, the employee can refuse to answer questions.

Employers sometimes assert that the only function of a Steward at an investigatory interview is to observe the discussion; in other words, to be a silent witness. This is incorrect. The Steward must be allowed to advise and assist the employee in presenting the facts. When the Steward arrives at the meeting:

- The supervisor or manager must inform the Steward of the subject matter of the interview: in other words, the type of misconduct being investigated.
- The Steward must be allowed to have a private meeting with the employee before questioning begins.
- The Steward can speak during the interview, but cannot insist that the interview be ended.
- The Steward can object to a confusing question and can request that the question be clarified so that the employee understands what is being asked.
- The Steward can advise the employee not to answer questions that are abusive, misleading, badgering, or harassing.
- When the questioning ends, the Steward can provide information to justify the employee's conduct.

25. **Family Medical Leave Act of 1993 (FMLA).** This Act guarantees that people who work for companies with more than 50 employees can take up to 12 weeks' unpaid leave per year to care for newborn or newly-adopted children, or for certain seriously ill family members, or to recover from their own serious health conditions.
26. **Americans With Disabilities Act of 1990 (ADA).** Title I of the ADA prohibits discrimination against disabled individuals in employment, and applies to employers, employment agencies,

labor organizations, and joint labor-management committees. The ADA is administered and interpreted by the EEOC. The ADA applies to both insured and self-funded employee benefit plans, regardless of whether they are administered by the employer or by some other party, such as an insurer or a third-party administrator. An employer may not participate in a contract or other arrangement with an organization providing benefits where the contract or arrangement has the effect of discriminating against a disabled individual.

27. **Soldiers' and Sailors' Civil Relief Act Amendments of 1991.** Requires employers to reinstate health insurance for activated reservists and their families upon return from duty.
28. **Uniformed Services Employment and Reemployment Rights Act of 1994.** The Act requires employers to grant a military leave to employees in the service, regardless of the employer's policy. Employees on leave are entitled to participate in employee benefit plans available to employees on other types of leaves. The employer may require the employee on leave to make the same employee contributions for the cost of benefits as are required of employees on other types of leave. The Act confirms that employers cannot discriminate against members or applicants to a uniformed service because of prior, current or future military service. It grants employees in military service reemployment rights if (1) they give advance written or verbal notice of their military service to their employer; (2) their absence does not extend beyond five years; (3) they separate from service under honorable conditions and (4) they report for reemployment with certain time periods.
29. **Mental Health Parity Act of 1996.** Amends ERISA by providing that group health plans with annual and lifetime limits on medical and surgical benefits may not have lower limits on mental health benefits.
30. **Newborns' and Mothers' Health Protection Act of 1996.** Bars group health plans from restricting benefits for any hospital stay in connection with childbirth for the mother or newborn child, following a normal vaginal delivery, to less than 48 hours (or to less than 96 hours following a cesarean section).
31. **Women's Health and Cancer Rights Act of 1998.** Amends ERISA by requiring group health plans, and insurers providing group health insurance coverge in connection with group health plans, to provide coverage for reconstructive surgery following mastectomies.

B. STATE LAWS

1. **State Fair Employment Practices Act.** Almost every State has such a law which is similar to the Federal Civil Rights Law.
2. **State Labor Relations Acts.** Some states have a statute comparable to the NLRA which applies to employees working in the private sector, granting employees rights to collectively bargain and organize. A state agency comparable to the NLRB enforces these statutes for public employees. The state agency involved may also enforce a second statute that guarantees similar rights to private sector employees whose employers do not meet NLRB jurisdictional requirements.
3. **State Laws Concerning Right to Examine Personnel Files.** Many states require employers to allow employees to view their personnel files, upon the employee's written request. In Michigan, for example, this regulation is known as the Bullard-Plawecki Employee Right to Know Act. Under this Act, an employee has the right to view their personnel files at reasonable intervals (generally not more than twice per year) at a time and location that are reasonably convenient for the employee. The employee is entitled to copies of any information contained in the file. The employer may charge the employee for making copies, but the charge is limited to the actual cost of making the copies. If the employee disagrees with information contained in the file, the employee and employer may reach a mutual agreement concerning the disputed information. If such an agreement cannot be reached, the employee may submit a written statement explaining his position, which will become a permanent part of the file.
4. **Regulation of Payroll Deductions for Overpayment and Wage Assignments.** Most states regulate an Employer's ability to make deductions from an employee's paycheck for either overpayment or wage assignments.

   In Michigan, for example, if an employer overpays an employee, it can only deduct the overpayment amount from the employee's paycheck if:
   - It does so within six months of the overpayment;
   - It notifies the employee of the deduction at least one pay period in advance of the deduction, and explains the reason for it;

- The overpayment was caused by an error in calculation, a typographical or clerical error, or a misprint in the processing of the payment of salary/wages or benefit which was made by the District or its representative or the employee or employee representative.
- The deduction does not result in the employee receiving less than the statutory minimum wage for the pay period;
- The deduction is no more than 15% of the employee's gross wages for the period during which it was made;
- The deduction is made only after all other statutory deductions have been made.

Many states have adopted laws regulating the maximum amount that an employee's paycheck may be garnished. These laws conform and are in addition to the garnishment provisions of the Consumer Credit Protection Act of 1968.

5. **State Minimum Wage Acts.** Most States have a minimum wage law which functions in the same manner as the Federal Fair Labor Standards Act.
6. **State Pay Period Statutes.** This provides a guideline for when premium pay is to be paid.
7. **Special State Labor Laws.** Laws that govern hours and wages, if government contracts are involved, etc.

V.
Organizing the Unorganized

A. A good Local Union representative or Steward, along with every union officer and staff representative, both at the Local and International levels, will always be alert and will pursue every avenue to organize the unorganized.

B. Your right to organize is protected under Section 7 of the National Labor Relations Act, as amended. It clearly sets forth the right as follows:

"Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8(a)(3), (49 Stat. 452.29 U.S. Code, Sec. 157, as amended by P.L. 101, 80th Cong. 1st Sess)."

The National Labor Relations Board wants all eligible voters in union elections to be familiar with their rights under the law and wants both Employers and Unions to know what is expected of them when they hold elections.

When an election is held, the Board protects your right to a free choice under the law. Improper conduct, such as described in Section C. below, will not be permitted. We expect all parties to Board elections to cooperate fully with this agency in maintaining basic principles of a fair election as expressed by law. The National Labor Relations Board, as an agent of the United States Government, does not endorse any choice in the election.

C. PROTECTION OF YOUR RIGHTS

The following are examples of conduct which interfere with the rights of employees and may result in the setting aside of the election:

1. Threatening loss of jobs or benefits by an Employer or a Union.
2. Misstating important facts by a Union or an Employer where the other party does not have a fair chance to reply.
3. Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises.
4. An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity.
5. Making campaign speeches to assembled groups of employees on company time within the 24-hour period before the election.
6. Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals.
7. Threatening physical force or violence to employees by a Union or an Employer to influence their votes.

THE NATIONAL LABOR RELATIONS BOARD PROTECTS
OUR RIGHT TO A FAIR ELECTION AND A FREE CHOICE.

VI.
Union Security

The term "union security" is used in the broad sense to describe various contract provisions which regulate union membership and the payment of dues.

Forms of union security are:

1. Closed Shop - Only union members can be hired. Such a provision is unlawful under the National Labor Relations Act.

2. Full Union Shop - As a condition of continued employment, all employees must become members of the union on or after

thirty (30) days of hire and pay periodic dues and uniform initiation fees.

3. Modified Union Shop - All employees who are members of the union must remain members. New hires must become members on or after thirty (30) days.

4. Maintenance of Membership - Employees who are or be come members of the union must maintain their membership for the duration of the agreement.

5. Agency Shop - Employees who do not become union members must, as a condition of continuing employment, pay a "service fee." The service fee is usually equivalent to the amount of the periodic union dues.

A "full union shop" is the preferred and most common form of union security.

CHECK-OFF OF DUES

Dues check-off provisions are usually negotiated as a part of union security. Under such a provision the employee signs a check-off card which authorizes the employer to deduct initiation fees and monthly dues. Federal law requires that the check-off be voluntary, signed by the employee and be revocable annually or at the expiration of the collective bargaining agreement whichever first occurs. Check-offs may also be regulated by State law.

SO-CALLED "RIGHT-TO-WORK" LAWS

Twenty-seven (27) states have enacted so-called "right-to-work" laws which prohibit all or most forms of union security. Such laws were adopted pursuant to the authority of Section 14(b) of the National Labor Relations Act.

It should be noted, however, that Section 14(b) does not apply to bargaining units under the coverage of the Railway Labor Act. In addition to rail carriers, airline companies and carriers are under Railway Labor Act jurisdiction. Union security is permissible under

the Railway Labor Act even though there is a so-called "right-to-work" law in the State where the employer operates.

Right-to-work laws are anti-union, anti-democratic and totally misnamed. They do **not** provide employment or guarantee continuing employment. The laws were designed and intended to destroy or weaken unions and to interfere with meaningful collective bargaining. Such laws encourage and support "free riders" who benefit from union bargaining agreements yet do not contribute support to contract negotiation and administration.

STATES THAT HAVE RIGHT-TO-WORK LAWS:

Alabama	Indiana	Nevada	Texas
Arizona	Iowa	North Carolina	Utah
Arkansas	Kansas	North Dakota	Virginia
Florida	Louisiana	Oklahoma	West Virginia
Georgia	Michigan	South Carolina	Wisconsin
Guam	Mississippi	South Dakota	Wyoming
Idaho	Nebraska	Tennessee	

REMEMBER that "right-to-work" laws do not prohibit voluntary union membership. Many of our bargaining units in "right-to-work" states have 100% membership. Equally, most states do **not** prohibit voluntary check-off of union dues contract provisions.
REMEMBER that employees are entitled to a thirty (30) day "grace period" from the date of hire or the date of the contract within which to comply with a union security provision. Union membership can be required **on or after** thirty (30) days of employment.
REMEMBER, HOWEVER, that employees may voluntarily join the Union at anytime, including their day of hire.
REMEMBER, contact your International Vice President if you have any questions or problems regarding the negotiation or administration of union security provision.

VII.
Contract and Mediation Notices

One of the **most important** duties and responsibilities of Local Union and Unit officers is to make certain that all contract and mediation notices are given properly and timely. The failure to give a proper and/or timely notice can result in automatic extension of the contract for one (1) year or more, an unfair labor practice charge by the employer, or an illegal and unprotected strike.

Section 8(d) of the National Labor Relations Act, as amended, contains the following requirements:

1. **At least sixty (60) days** prior to the contract expiration date, serve the employer with a written notice of proposed modification or termination. For "health care institutions" (i.e., hospitals) the notice must be sent at least ninety (90) days in advance.

2. Offer to meet with the employer for the purpose of negotiating a new or amended contract.

3. Notify the Federal Mediation and Conciliation Service and the applicable State mediation agency **within thirty (30) days** of the sixty (60) days notice that a dispute exists. For "health care institutions" (i.e., hospitals) the notice must be sent at least sixty (60) days in advance.

4. The parties must refrain from strike or lockout for a period of sixty (60) days after notice or until the expiration date of the contract, whichever occurs later.

It is a good practice to send the "60-day" and "30-day" notices at the same time.

All notices should be sent by certified mail, return receipt requested. The "60-day notice" period is computed by counting the day the notice was received by the other party as the first day of

the period. DO NOT cut the notice short. It is good practice to allow at least 65 days.
Become familiar with the duration and termination provisions of the contract. In addition to the 60-day and 30-day notices required by the law, any special requirements in the contract must be complied with. If the contract specifies a 70-day notice, such notice must be given. On the other hand, if the contract specifies a 40-day notice, the 60-day notice required by law must be given. Also check the contract for any special provision regarding the form of the notice, where it is sent and how it is sent.

EXAMPLE NOTICES

On the following pages are example 60-day and 30-day notices. The 60-day notice may have to be altered to suit the particular provisions of each contract.

The form 30-day notice is available from the Washington, D.C. and Regional Offices of FMCS. You will note the notice can be used for both FMCS and the State mediation agency.

EXAMPLE ONLY
60-DAY NOTICE TO TERMINATE

ABC Company

_____
_____

Sent via Certified Mail/Return Receipt Requested

Attn: Mr./Ms./Mrs._____

On behalf of the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local Union No. _____, I hereby give notice of desire to terminate the collective bargaining agreement dated _____.

This notice is given in accordance with Article _____, Section _____ of the collective bargaining agreement and Section 8(d) of the National Labor Relations Act, as amended.

Representatives of the SPFPA hereby offer to meet and confer with you for the purpose of negotiating a new or amended contract. Please contact me regarding the date, time and place for the commencement of collective bargaining.

Very truly yours,

_____
(Position in Local)

Copies to:
International Union, SPFPA
Regional Vice President

FMCS FORM F-7 **NOTICE TO MEDIATION AGENCIES** **Form Approved**
Revised January 2003 **OMB NO. 3076-0004**
You may file this form electronically at www.fmcs.gov **Expires 01-31-06**

MAIL TO:
NOTICE PROCESSING UNIT
FEDERAL MEDIATION AND CONCILIATION SERVICE
2100 K STREET, N.W.
WASHINGTON, DC 20427

TO YOUR STATE OR TERRITORIAL MEDIATION AGENCY:

AND

You are hereby notified that written notice of proposed termination or modification of the existing collective bargaining contract was served upon the other party to this contract and that no agreement has been reached.

Type of Notice: ☐ **Existing Contract** ☐ **Initial Contract** ☐ **Grievance**

1. IF THIS IS A HEALTHCARE INDUSTRY NOTICE, PLEASE INDICATE (MARK "X")

☐ **INITIAL CONTRACT**

☐ **EXISTING CONTRACT**

2. Mark "X" AND DATE(S):

☐ **CONTRACT REOPENER** **REOPEN DATE** (Month/Day/Year) ___/___/____

To be filled in only if existing contract provides for reopening for specific changes during its term or if voluntary reopener

EXPIRATION DATE (Month/Day/Year) ___/___/____

☐ **CONTRACT EXPIRATION** **EXPIRATION DATE**(Month/Day/Year) __/___/____

3. NAME OF **EMPLOYER NAME**/ASSOCIATION/ORGANIZATION (IF MORE THAN ONE, ATTACH A LIST OF NAMES AND ADDRESSES.)

EMPLOYER NAME:_____

4. Street Address:_____

City:_____State: _____Zip Code: _____

5. Name of Employer Representative: _____ Title: _____

6. Phone: ( )_____Fax: ( ) _____E-mail Address: _____

7. NAME OF **INTERNATIONAL UNION** OR PARENT BODY_____

8. UNION NAME:_____ DISTRICT # _____ COUNCIL # _____ LOCAL/LODGE #_____

9. LU Street Address: _____City: _____State: _____ Zip Code: _____

10. LU Official to Contact: _____ Title: _____

11. Phone: ( )_____Fax: ( )_____ E-mail Address: _____

12A. LOCATION OF AFFECTED ESTABLISHMENT -CITY:_____STATE: _____ZIP CODE:_____

12B. LOCATION OF NEGOTIATIONS (**IF DIFFERENT FROM 12A)** CITY:_____ STATE:_____ ZIP CODE:_____

13. NO. OF EMPLOYEES COVERED BY THIS CONTRACT

14. TOTAL NO. EMPLOYED AT AFFECTED LOCATION(S)

15. INDUSTRY AND/OR TYPE OF BUSINESS

16. PRINCIPAL PRODUCT OR SERVICE

17. THIS NOTICE IS FILED ON BEHALF OF THE: (MARK "X") ☐ UNION ☐ EMPLOYER

18. TYPE OF NEGOTIATIONS (MARK "X")

☐ SINGLE ESTABLISHMENT ☐ MULTI-PLANT

☐ AREA OR INDUSTRY WIDE ☐ MULTI-EMPLOYER

☐ OTHER (SPECIFY) _____

19. TYPE OF EMPLOYEES COVERED (MARK "X") FOR ALL THAT APPLY

☐ PROFESSIONAL/TECHNICAL ☐ CLERICAL

☐ PRODUCTION/MAINTENANCE ☐ CONSTRUCTION

☐ OTHER (SPECIFY) _____

20. **NAME AND TITLE OF OFFICIAL FILING NOTICE**

21. **SIGNATURE AND DATE**

PAPERWORK REDUCTION ACT NOTICE: The estimated burden associated with this collection of information is 30 minutes per respondent. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be sent to the Office of General Counsel, Federal Mediation and Conciliation Service, 2100 K Street, NW, Washington, DC 20427 or the Paperwork Reduction Project 3076-0003, Office of Management and Budget, Washington, DC 20503.

INSTRUCTIONS FOR COMPLETING THE FORM F-7

Mail all F-7 Forms to the Federal Mediation and Conciliation Service, Notice Processing Unit, 2100 K Street, NW, Washington, DC 20427. Do not send copies to any other FMCS Office. You must forward a copy of this form to your State or Territorial Mediation Agency, if appropriate. FMCS will not forward copies to these agencies. Receipt of this form does not constitute a request for mediation nor does it commit FMCS to offer its facilities. Receipt of this notice will not be acknowledged in writing by FMCS. Use of this form is voluntary and will facilitate our service to respondents. Maintain a copy for your files.

Line 1:	Please check only if the employer provides HEALTH CARE SERVICES.
Line 2:	Provide **CONTRACT EXPIRATION DATE**. If Notice is submitted for a **CONTRACT REOPENER**, provide both dates. Check the appropriate box for which you are submitting this form.
Line 3:	Give complete name of employer. Spell out the full name. Do not use abbreviations. If the employer has only abbreviations in its name, please write "abbreviations only" after the name.
Line 4:	Provide a complete address for the employer, including room and suite numbers.
Lines 5/6:	Provide the name of the official who represents the employer, including the phone and fax numbers and e-mail address.
Line 7:	Provide the name of the International Union or Parent Body. If an independent union, provide full name even if Line 8 is repeated.
Line 8:	For unions identified on Line 7, please use the appropriate numbers for the union's **DISTRICT**, **COUNCIL**, and/or **LOCAL/LODGE**.
Lines9/10 & 11:	Provide complete addresses, including room numbers. Please include e-mail addresses, if available.
Line 12.	If the company is the same location as the address on Line 4, put **"SAME AS ABOVE";** if different, please provide where the negotiations will most likely occur. Do not include the hotel, motel or meeting room. **Give only the city, state and zip code.**
Lines 13/14:	The numbers contained in Lines 13 and 14 are rarely the same. There are usually supervisors, clerical, sales or other employees at the same location who: 1) are not union members; 2) are members of other unions; or 3) may be members of this union but covered under another contract. 13: If you are unable to estimate the total number employed at the affected locations (union and non union combined, please leave blank rather than duplicating the information provided in Line 14.
Line 15:	Please provide information on the industry of the employer listed on line 3. (You may use the industry listing below.) Do <u>not</u> provide information on what the bargaining unit does.
Line 16:	Please provide information on what product or service the employer on Line 3 provides. Again, do <u>not</u> provide information on what the bargaining unit does.
Line 17:	Please indicate whether the **employer** or the **union** is filing this notice.
Lines 18/19:	Please check the block that is most appropriate.
Lines 20/21:	Self-Explanatory.

INDUSTRY LISTING

A= Mining, Coal	K = Maritime
B= Mining, Other	L = Healthcare
C =Construction	P = Federal Government
D =Petro Chemicals	Q = State Government
E = Manufacturing	R = Local Government
F = Transportation	S = Other
G =Communications	T = Food Manufacturing/Processing
H =Electricity/Natural Gas	U = Food Retail Sales/Distribution
J = Retail/Wholesale/Service	X = Unknown

VIII.
Union Rights and Responsibilities

LABOR-MANAGEMENT REPORTING AND
DISCLOSURE ACT OF 1959
(LANDRUM-GRIFFIN ACT)

The various Titles of the Landrum-Griffin Act impose certain responsibilities upon Local Unions as follows:

TITLE I (Bill of Rights)

1. Members have equal rights and privileges to vote in elections, attend membership meetings, and vote upon union business.
2. Union members have a right to freedom of speech and assembly.
3. Local union dues, fees, and assessments **cannot** be increased except by secret ballot vote of the membership after reasonable notice of a general or special meeting.
4. Members can be required to exhaust internal union remedies before instituting legal or administrative proceedings against the union.
5. Members cannot be fined, suspended, expelled or otherwise disciplined **except for nonpayment of dues** unless the member has been:

    a. served with written specific changes,
    b. given a reasonable time to prepare his/her defense,
    c. afforded a full and fair hearing.

    NOTE: The International Union, SPFPA Constitution and By-Laws set forth the requirements and safeguards described above.

TITLE II (Reporting)

1. Each Local Union must have a Constitution and By-Laws. Local By-Laws are designated as "Constitution and By-Laws."
2. Each Local Union must file an LM-1 Report with the Secretary of Labor, Office of Labor-Management Standards Enforcement.
3. Each Local Union must file annually an LM-2 or LM-3 (Financial Report) with the Secretary of Labor, Office of Labor-Management Standards Enforcement.

TITLE III (Trusteeships)

This Title establishes the conditions under which trusteeships may be established over Local Unions and prescribes a report which is filed with the Secretary of Labor. The International Union, SPFPA Constitution and By-Laws complies fully with Title III.

Title IV (Elections)

1. Local Union officers must be elected not less often than **once every three years** by **secret ballot.** Three (3) years is the maximum term of office although members can run for successive terms.
2. Notices of election must be mailed to each member at his/her last known home address **at least fifteen (15) days prior to the election.**
3. Each member in good standing is entitled to one (1) vote.
4. Elections must be conducted in a fair and impartial manner.

Title V (Safeguards)

1. Local Union officers and representative have a "fiduciary responsibility" to hold, use and expend union funds and property solely for the benefit of the Local Union and in accordance with the International Constitution and By-Laws.
2. The Officers, representatives and Stewards of Local Unions which have annual financial receipts in excess of $5,000 must be bonded in the amount not less than 10% of the funds handled. The International Union provides this protection to Local Unions through a "blanket" corporate surety bond.

3. Persons who are members of the Communist Party or have been convicted of certain crimes are **not** eligible to hold union office.

SPECIAL NOTE

The foregoing represents only a broad and partial review of the more important provisions of the Landrum-Griffin Act. There are numerous administrative rulings and court decisions which interpret and apply the Act.

CONTACT THE INTERNATIONAL UNION OR YOUR REGIONAL VICE PRESIDENT IF YOU HAVE ANY QUESTIONS OR PROBLEMS REGARDING THE ACT OR THE INTERNATIONAL CONSTITUTION AND BY-LAWS.

IX.
The Machinery for Administration of the Federal Labor Laws

1. **Department of Labor.** First established in 1888, the U.S. Department of Labor was elevated to cabinet level status and placed under the control of the Secretary of Labor in 1913. The statutory purpose of the department is to "foster, promote and develop the welfare of the wage earners of the United States, to improve their working conditions, and to advance their opportunities for profitable employment."

   The Department has the following nine (9) offices under its jurisdiction and supervision:

   Advisory Committee on Construction Safety and Health
   Bureau of Employees' Compensation
   Bureau of Labor Standards
   Bureau of Labor Statistics
   Division of Public Contracts
   Employees' Compensation Appeals Board
   United States Employment Service
   Wage and Hour Division
   Women's Bureau

2. **Federal Mediation and Conciliation Services (FMCS).** A product of the 1947 Taft-Hartley amendment of the National Labor Relations Act, the FMCS has none of the powers of the NLRB, being strictly an independent agency geared to assist in resolving labor disputes of major national proportions. The FMCS may, on its own motion or on request of one of the parties, offer its services in settling disputes which threaten to cause substantial interruptions in commerce. Experience has shown that where communications break down between two disputing parties, a third voice is often useful in restoring a reasoned approach to solving the dispute, without further widening of the gulf.

   It took over the staff and files of the U.S. Conciliation Service, and assumed the functions and duties of the Service which had operated within the U.S. Department of Labor since 1913. The Director of the FMCS is appointed by the President with the advice and consent of the Senate. Title II formalized some of the practices of the U.S. Conciliation Service and gave explicit statutory sanction to FMCS. This Agency, also, provides a panel of arbitrators for selection to hear and settle cases that the Union and Company are unable to resolve. Once the FMCS accepts the task of mediating and conciliating major disputes, the parties must cooperate and attend meetings called by the FMCS and must embark on a good faith effort to resolve the matter. The failure or refusal to do so would constitute a refusal to bargain, subject to investigation and adjudication by the NLRB.

3. **National Labor-Management Panel.** Also established by the Taft-Hartley Act, the panel has twelve (12) members appointed by the President, half of whom are management-oriented and the other half labor-oriented. The panel is an advisory body designed only to advise the Director of the FMCS in the avoidance of industrial disputes with particular reference to controversies affecting the general welfare of the country.

4. **National Labor Relations Board (NLRB).** The NLRB enters into a labor dispute when it is requested to do so by individuals, employers, or unions. Once it enters a dispute it has two (2) powers which it can exercise and these powers are separated by the NLRB's parallel vertical organization. Its investigative powers are

exercised by the Office of the General Counsel while its adjudicative or quasi-judicial powers are exercised by the five (5) member Board.

Both of these powers are used conjointly in pursuit of the NLRB's two (2) main functions under the statute: (1) to prevent and remedy unfair labor practices by either employers or labor organizations, and (2) to conduct secret ballot elections to determine whether workers wish to have unions represent them in collective bargaining.

5. **Presidential Board of Inquiry.** The Taft-Hartley Act authorizes the President to appoint an ad hoc Board of Inquiry to inquire into the issues involved in disputes which imperil the national health or safety.

6. **Presidential Injunctions.** Upon receipt of a report from a Board of Inquiry, the President, through the Attorney General, may obtain an order from the appropriate United States District Court enjoining a threatened strike or lockout for sixty (60) days. The awesome powers of a Presidential injunction are provided for by the statute only in case of national emergencies; that is, only when the District Court finds that the actual or threatened strike or lockout affects an entire industry or a substantial part of an industry engaged in interstate or foreign trade, commerce, transportation, transmission, communication, or manufacturing, and if such strike or lockout will imperil the national health or safety if continued.

   When the District Court issues the injunction, the President must reconvene the Board of Inquiry. At the end of the sixty (60) day injunction the Board must report the current positions of the parties to the President, who must make the report public. At that point the NLRB has fifteen (15) days within which to conduct a secret ballot of the employees to determine whether they will accept the final offer of settlement made by their employer. After the results are certified by NLRB the President is required to submit a full report to the Congress which can take further action if necessary, by way of a special legislation.

X.
Glossary of Labor Management Relations

1. **Ability** (in layoff and promotion). Training, skill, aptitude and other factors essential in the performance of a job. It is the factor considered most important by employers in promotion and generally ranks with length of service in layoffs, rehires and transfers. The relative importance of ability will vary from contract to contract. Where job performance is based on acquired skills with a minimum of discretion as on some mass production jobs, length of service plays a greater role. Where substantial discretion and careful judgment are important, the factor of ability looms greater.

   A contract clause which combines ability and length of service may read as follows: "Promotions to all vacancies and positions created during the term of this agreement will be made from the group of present employees on the basis of ability and seniority among employees whose ability is relatively equal, seniority will determine the choice for promotion."

2. **Accountability.** An obligation to answer to a supervisor for carrying out delegated responsibilities; obligation to produce and account for results, in terms of objectives or work which has been delegated.

3. **American Arbitration Association.** A private non-profit organization formed in 1926 to encourage the use of arbitration in the settlement of disputes. Devoted largely to commercial arbitration at its inception, it developed and sponsored facilities for resolving disputes in the international area - and with development of large scale unionization and collective bargaining agreements, the encouragement of labor-management arbitration.

   Its functions are education, research and service. The Association sponsors conferences, publishes a quarterly journal - The Arbitration Journal, puts out digests of arbitration cases, and has developed panels of arbitrators in most large American cities. It developed a Code of Ethics for Arbitrators and recommends special

arbitration clauses for inclusion in contracts. It, also, publishes a manual of procedures.

4. **Aptitude Tests.** Examinations to determine the abilities of individuals to perform certain activities or to measure their capacity to learn or be trained for specific jobs. Some measure general ability while others deal with specific manual dexterity.

5. **Arbitration.** A procedure whereby parties unable to agree on a solution to a problem indicate their willingness to be bound by the decision of a third party. The parties usually agree, in advance, on the issues which the third party (the arbitrator) is to decide. This agreement is usually known as the "submission" and the arbitrator is limited and confined by the scope of the submission.

6. **Arbitration Award.** The final and binding decision of the arbitrator or arbitration tribunal. In labor-management cases, the arbitration award is in writing and it is usually at the end of the opinion setting out the reason for the award.

   Although the award is final and binding on the parties, most state arbitration statutes provide for appeal on specific grounds. The grounds generally include:

   a. An award procured by corruption, fraud or undue means;
   b. An award based partially on corruption of the arbitrator;
   c. An award based on failure to provide either party with a fair and impartial hearing;
   d. An award when the arbitrator exceeded their power, or so imperfectly executed it that a mutual, final and definitive award was not made.

7. **Authority.** The right, power, and freedom to take action necessary to carry out work or obtain results for which the person is accountable.

8. **Captive Audience.** A group of workers assembled by an employer during working hours to listen to the employer discuss unionization, or the employer's point of view during an organiza-

tion drive, or a statement on how much the employer has done for these workers.

Under the Wagner Act, such acts of the employer were held to be unfair labor practices designed to interfere with the rights of employees to organize into unions of their own choosing. With the passage of the Taft-Hartley Act in 1947, employers now have wider latitude in presenting their points of view to employees.

9. **Coercion.** Pressures exerted by employers against employees to prevent their joining a union or engaging in concerted activities protected by law. It also includes activities by unions or representatives of unions to force individuals to join a union in violation of the law.

10. **Collective Bargaining.** A term used to denote the process whereby representatives of labor and management work out the wages, hours, and other terms and conditions of employment to be embodied in an agreement that is to govern the relations of the parties for a specified period of time. More recently the term has been augmented to include the day-to-day activities involved in effectuating and carrying out the terms of the agreement.

    The term has a somewhat narrower meaning as applied to the public sector, due largely to the fact that management is the government. There is a greater deal of debate as to what features of the collective bargaining process in the private sector are applicable to the public sector. Some feel that the term collective bargaining is inapplicable to public employment since collective bargaining implies the right to strike when there is no agreement after negotiation. Some have made the effort to use a softer terminology, such as "professional negotiation," "collective dealing," and "collective negotiation."

11. **Company Union.** An organization of employees of a single plant or company not affiliated with any national organization. In general usage, however, the term has come to be used as synonymous with "company-dominated union." Since most of the company unions were formed, assisted, or dominated by employers, they did

not meet the requirements of the Wagner Act, which prohibited interference by employers and protected the right of employees to form "unions of their own choosing." Section 8(2) of the Wagner Act prohibited employer support or domination of labor organizations.

In more recent years company unions have been organized primarily to avoid "outside" unionization.

12. **Contract-Bar Rule.** A general rule followed by the NLRB that it will not disturb a valid, existing contract during its term. Requests for certification or decertification are tested against this rule. Exceptions to the rule are made when the circumstances warrant - loss of majority, unusual long contract term, effort to avoid a valid test of membership support, etc.

13. **De Minimis Doctrine.** The legal doctrine that the law does not concern itself with minor or trifling matters (De Minimis Non Curat Lex). The doctrine has been applied in cases under the Wage-Hour Law and in questions involving predominantly local matters not subject to federal regulations because the issue is of a small matter.

14. **Economic Strike.** A work stoppage which results from inability of an employer and a union to agree on wages, hours, or other conditions of employment. The National Labor Relations Board distinguishes between economic strikes and unfair labor practices strikes. Strikes or work stoppages which result from or are prolonged by unfair labor practices of the employer are protected, and the Board will order reinstatement of workers after the strike is concluded.
If a strike is for economic purposes alone, the employer is free to hire permanent replacements for the strikers. Economic strikers retain their status as employees and are entitled to reinstatement by the employer until they have obtained other and substantially equivalent employment or until their jobs have been permanently abolished. In an unfair labor practice strike, the government requires the reinstatement of striker on the ground that the employer's action was in violation of law and against the public interest.

15. **Emergencies.** Acts of God and conditions beyond the control of Management.

Management's freedom to act may possibly be expanded and managerial obligations may possibly be narrowed if an emergency, and act of God, or a condition beyond the control of management is involved. The collective agreement may expressly state an exception for emergencies, acts of God, or conditions beyond the control of Management, or an arbitrator may hold such exception to be inherently and necessarily implied.

Unquestionably, each case must be decided largely on the basis of its own facts and circumstances insofar as determining whether an emergency, an act of God, or a condition beyond the control of Management is actually involved.

One arbitrator has defined the term "emergency" as "an unforeseen combination of circumstances which calls for immediate action."

One arbitrator expressed the following views:

"Does management have the power to meet emergencies in an exceptional manner?

Common sense and the entire pattern of American industrial experience make it necessary to acknowledge that emergencies do develop as a result of factors beyond the control of even the best of Managements and that a Company should not be penalized for taking steps to cope with such unforeseen developments even if it necessitates failure to observe all provisions of the contract. However, there are limits and standards which must be observed.

1) Management must not be directly responsible for the emergency.
2) The emergency must involve a situation which threatens to impair operations materially.
3) The emergency must be of limited time duration.

4) Any violation or suspension of contractual agreements must be unavoidable and limited only to the duration of the emergency."

16. **Employee.** In general usage the term "employee" covers all those who work for a wage or salary and perform services for an employer.
In labor-management relations the term has been variously defined to establish rights and obligations under federal laws. Thus under the Taft-Hartley Act, the National Labor Relations Act is amended in Section 2(3) so that the definition of "employee" excludes certain categories of workers, such as supervisors, office clerical employees, production and maintenance employees. Guards and other security employees are further defined by section 9(b)(3) of the Act. Thus members of the SPFPA must fall within the definitions of both Sections 2(3) and 9(b)(3) of the Act. See paragraph 39 following for the definition of a "security officer."

Employee, when used in the labor Agreement between the Company and Union, refers to only those employees in the bargaining unit for whom the Union is recognized by the Company as the exclusive bargaining agent.

17. **Garnishment.** A procedure, usually by court action, whereby a portion of the employee's wages is attached to pay a creditor. Garnishment procedures are covered by state statutes or other laws.

18. **Labor Lobby.** A term applied to those groups of trade unionists or individuals assigned to the state or federal legislatures to attempt to influence action and support of special labor legislation or legislation designed to protect or assist members of their organizations.

The effectiveness of labor lobbies varies from state to state depending upon their organization and their labor support in the area. They may be more effective during certain administrations or with groups whose programs are sympathetic with their own.

19. **Labor Lobbying.** The activities by those assigned to state and federal legislatures to work with legislators, or attempts to obtain legislation favorable to the welfare of labor unions or their members.

20. **Lobbying.** This has become an ugly word and is often used to connote the manipulation of government for selfish interests. Yet the right freely to petition our government is a basic constitutional right of every citizen, every organization. Public relations, by definition and practice, often embraces lobbying. Washington, D.C., and the state capitals are centers of such activities. This phase may include:
    a. getting information from government officials;
    b. persuasively informing government officials;
    c. promoting legislative or administrative action for an organization or against an adverse interest;
    d. obtaining governmental cooperation or sponsorship, such as a governor's proclamation of Fire Prevention Week.

    If we expect to survive and progress, we must participate in the field of political action. Nearly every company, firm or organization today has a host of lobbyists, in Washington and state capitals. These lobbyists possess a special skill and they are there to influence and persuade lawmakers and voters for preferential treatment of anti-labor legislation and to prohibit the passage of pro-labor legislation for his client.

21. **Mandatory Bargaining Subjects.** Mandatory bargaining subjects are those within or directly related to the statutory phrase "wages, hours, and other terms and conditions of employment." A suggestive list of directly related subjects would include, but not be limited to: seniority, retirement, pensions, supplemental unemployment benefits, grievances procedures, fringe benefits, vacations, bonuses, employee housing, prices in employee cafeterias, health insurance, plant removal or relocation, union shop clauses, dues check-off clauses, safety rules not required by state law, discipline and discharge, and job classifications.

22. **National Association of Manufacturers (NAM).** An organization of employers, originally organized in 1895, which has remained in existence since that time. Its major work is performed by its trade, law, publicity, and industrial relations departments.

    As early as 1903 the Association formed the Citizens Industrial Association of America, whose major concern was opposition to organized labor. In 1907 it established a different committee or industrial council whose major purpose was to oppose federal and state labor legislation friendly toward unionism.

    According to one of the writers in the field of labor problems, Professor C. R. Daugherty, the NAM is "anti-union in three main ways: (1) cooperation with other belligerent associations; (2) effecting this cooperation through the National Industrial council created in 1907 for the purpose of blocking labor legislation by lobbying in all legislative halls; (3) continuous propaganda by means of bulletins issued by the open shop or industrial-relations division."

23. **National Right to Work Committee.** A national organization of individuals and groups which opposes "compulsory unionism," that is, the requirement - as under a union shop contract - that a worker must join a union in order to continue working. The Committee thus was active in promoting state "right-to-work" laws under the sanction of Section 14(b) of the Taft-Hartley Act and vigorously opposed the drive to repeal this section of the statute in the 89th Congress (1965).

24. **No-Lockout Clause.** A proviso in a collective bargaining contract in which the employer agrees that he will not withhold work from individuals or close down his plant or operation in order to force the employees to accept his terms.

    A no-lockout clause is almost invariably joined with a no-strike clause in which the employees agree that they will not take any action to stop work for the duration of the collective bargaining agreement.

25. **No-Strike Clause.** A provision in collective bargaining agreements in which the union gives its promise that during the term of the contract the employees will not engage in activities that will result in a stoppage of work at the employer's plant. The no-strike clause is paralleled with a no-lockout clause.

26. **Overtime.** The hours worked by an employee in excess of the standard established either by law, by the collective bargaining agreement, or by company policy. Hours in excess of the standard are generally paid for in "penalty" or overtime rates. Frequently, the rate is one-and-one half time the actual rate.
The Fair Labor Standards Act established basic weekly hours and set premium or overtime rates beyond those hours, except in exempted industries, or where other conditions are met under the provisions of the law.

27. **Overtime-On-Overtime.** Under the provisions of the Fair Labor Standards Act employees were entitled to receive overtime pay for hours in excess of 40 in one week. Under some procedures and collective bargaining agreements, employees received premium rates for night work, weekend, holidays, meal periods, and so on. They argued that these special rates, which were essentially for undesirable hours or other conditions, should be considered as part of the "regular rate of pay" and that the overtime premium should be on top of this regular rate of pay. Employers objected and argued that this would be payment of overtime on overtime. When the issue came before the Supreme Court in 1948 in the **Bay Ridge** case, the Court upheld the position of the union that these special premiums for undesirable work and night work should be considered as part of the regular rate of pay for the regular hours, and that the premium must be additional.

    As the result of the opposition of employers and their claim that many suits were being instituted for pay for previous years, the Congress in July 1949 amended the Fair Labor Standards Act to avoid the impact of the Supreme Court's overtime-on-overtime interpretation.

28. **Overtime Premium Pay.** The term is synonymous with the phrase "actual overtime rate"; it denotes the payment of wages at a premium rate for hours worked beyond or outside the regular hours in the establishment - a rate set up either by law, industry practice, collective bargaining agreement, or employer policy. Premium rates generally are one and one-half times the regular rate of pay, although some premiums may be set a double time.

29. **Overtime Rate.** The wage rates actually set by contract, by statute, or by company policy for hours worked in excess of or outside the regularly scheduled workday, workweek, shift, etc.

30. **Overtime Work.** The actual hours put in by an employee in excess of his regularly scheduled work time.

31. **Picketing.** Picketing takes many forms and the process has varied as conditions change and as legislation limits the economic behavior of unions. This is particularly true of the Taft-Hartley and Landrum-Griffin Acts, which limit certain types of organizational or recognition picketing.

    The line between posting information on placards held by individuals to inform the public and situations where cards perform the basic functions of the picket line depends almost entirely on the particular circumstances of the case.

    Should you ever be called upon to perform picket duty, make sure you comply with the instructions from your International Union's office in charge.

32. **Political Action.** In a fight for better wages and working conditions for his/her membership, a good committeeperson and/or steward will remember that the fight doesn't begin and stop in his or her place of work. There are current laws, directives, Executive Orders, NLRB and Court decisions, now in effect, that are very anti-labor and pro-company.

    Local Unions should set up a Political Action Committee. Its main purpose should be to get the voters registered.

Activities of a union directed to electing pro-union individuals to political office - federal, state or local - and to effect the adoption of legislation favored by unions and defeat legislation opposed by unions.

33. **Precedent Value.** In courts of law, the precedent value of a decision is measured by the degree to which it is followed or sanctioned in subsequent cases involving the same or similar issues. Generally, when a point of law has been settled by decision, it forms a precedent that is not to be departed from in subsequent cases.

    Although the courts follow this principle, arbitrators generally do not regard themselves as bound by precedent in resolving labor-management disputes. As more lawyers have entered the field of labor arbitration, however, the tendency to follow precedent has increased.

34. **Plant Rules.** Generally the detailed working rules of an establishment. In a unionized plant they may be incorporated into the collective bargaining agreement by reference. The employer may be granted the authority in the contract to establish fair and reasonable working rules for the operation and maintenance of the plant. Occasionally these rules are established only after joint negotiation and consultation; in some cases plant rules may be required by union contract to be based on mutual agreement. It may be provided that working rules are not to conflict with terms of the collective bargaining agreement.

    Where agreements are negotiated on a regional or industry basis, the agreements may set out the general conditions of employment but allow individual local unions and plant managers to work out the details of so-called rules.

35. **Pyramiding.** The payment of overtime on overtime. It may result from payment of both daily and weekly overtime for the same hours of work.

36. **Qualifications.** The natural fitness, ability or endowments a person has, or demonstrates, for a particular office, assignment or job.

37. **Responsibility.** The work, function or activities assigned a particular officer or committeeperson and/or steward.

38. **Security Officer.** Covered under Section 9(b)(3) of the National Labor Relations Act, as amended, or similar laws in the public sector and the federal sector.

    Section 9(b)(3) of the amended Act precludes the NLRB from holding a unit of employees appropriate for bargaining purposes " . . . if (such unit) includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises . . ."

    This Section of the Act further provides that:
    " . . . no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards."

    Thus, in deciding whether certain plant employees may be included in a bargaining unit, the NLRB must ascertain whether or not they "enforce against employees and other persons rules to protect property of the employer or . . . protect the safety or persons on the employer's premises." If they perform such duties, they may only be represented by a separate, unaffiliated labor organization.

39. **Submission Agreement.** A statement agreed to by union and employer setting out the specific items which they wish the arbitrator to act on in a particular dispute.

40. **Superseniority.** Special seniority which superseded ordinary seniority and is not dependent on the length of service of the individual. It is sometimes refereed to as synthetic seniority because it is not earned by the employee through length of service.

    It most frequently used for protection against layoffs of shop stewards and grievance committeepersons, so that the union may have available individuals who are familiar with the problems of the company.

Holders of superseniority are protected in their employment during their term of union office.

41. **Supervisor**. A supervisor is defined in Section 2(11) of the amended National Labor Relations Act as being any individual having authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline employees, responsibly to direct them, adjust their grievances, or effectively recommend such action; provided, that the exercise of such authority is not a merely routine or clerical nature but requires the use of independent judgment.

42. **Unauthorized Strike.** A strike which does not have the approval of the union and is in violation of the no-strike provision of the collective bargaining agreement. It is frequently referred to as a wildcat, illegal, quickie, or an outlaw strike.

    Professor Shulman, a noted arbitrator, had the following comments to make on an illegitimate strike: "An illegitimate strike . . . is a serious blow against the union itself. It manifests lack of confidence in the union. It mars the union's efforts to achieve compliance by the company. It weakens the union's bargaining power in future negotiations. Illegitimate strikers must be told without equivocation that they are fighting the union as well as the company."

43. **Unfair Labor Practice Strike.** A work stoppage caused or prolonged, in while or in part, by actions of the employer which are held to be unfair labor practices under federal or state labor laws.

44. **Union Control.** Officers, representatives, committeepersons and/or stewards will adhere to the contract, applicable laws, the Constitution and By-Laws and Union Policy in the performance of their assignments.

45. **Withholding Evidence.** It is the intentional, calculated, withholding of evidence that arbitrators criticize most severely. In this regard, this view is no doubt shared by many arbitrators:

"Sound collective bargaining requires frank and candid disclosure at the earliest opportunity of all the facts known to each party. There will undoubtedly be times when the facts are not discovered, and therefore not disclosed, until after the grievance has been partially processed, and problem enough is created by those instances. There is not a scintilla or justification for the withholding of information by either party from and after the time it is discovered."

This Guidebook does not include all matters or situations that a committeeperson or Steward may encounter. Committeepersons and Stewards are encouraged to consult with their Local Presidents and/or International Vice Presidents when in doubt about any unforeseen situations or unusual circumstances or when they have questions on any of their assignments.

THERE IS NO SUBSTITUTE FOR KEEPING THE LINES OF COMMUNICATION OPEN BETWEEN THE MEMBERSHIP AND ITS OFFICERS!

CHECK WITH THE INTERNATIONAL VICE PRESIDENT ON MATTERS OF INTERNATIONAL UNION POLICY.

Important Addresses and Telephone Numbers

International Union,
Security, Police and Fire Professionals of America (SPFPA)
25510 Kelly Road
Roseville, MI 48066

Website: www.SPFPA.org

Phone:	(586) 772-7250
Fax:	(586) 772-9644
Organizing:	(800) 228-7492

International Vice President: _____

Local President: _____

Financial Secretary-Treasurer: _____

Company Representative: _____
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Other Addresses and Telephone Numbers:
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Other Union Officers or Members:
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