

CONSTRUCTION STEWARDS'S MANUAL

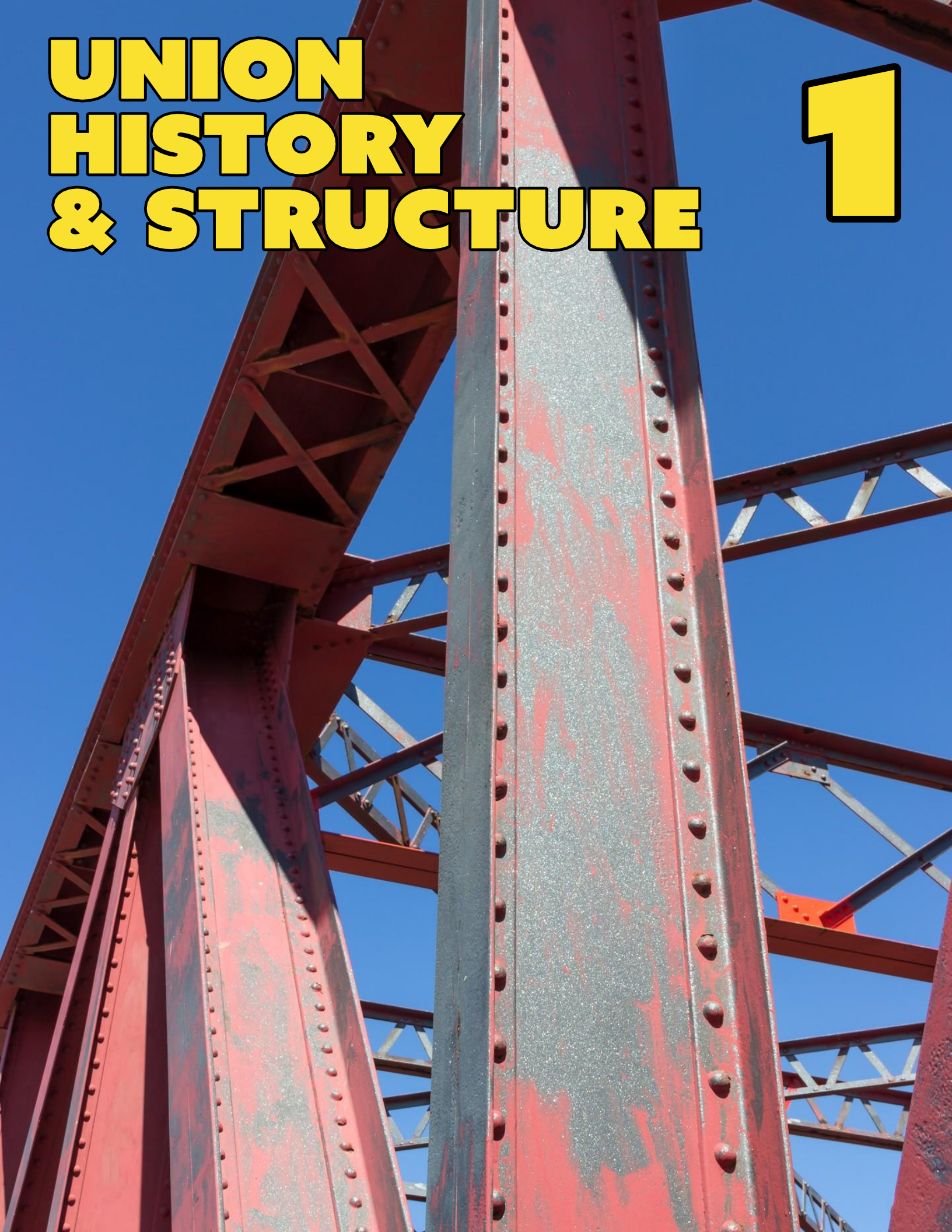


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UNION HISTORY & STRUCTURE

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INTRODUCTION

You have a great opportunity as a DC4 steward.

As a steward, you solve problems on the job site. You protect our union's jurisdiction.

You communicate the union's message to members. You build unity and solidarity.

To most of the workers on your job site, you *are* the union.

This is a great opportunity and an important responsibility.

This is why DC4 is investing the time and resources to teach you as much as possible about your position as a steward. Of course, you have already proven your leadership ability--or else you wouldn't be reading this manual. But all of us can always learn more. That's what this manual is all about.

The manual outlines the things you'll need to know to do your job well. There are other skills you can only learn on the job and from your union leaders.

If you have questions, contact your leaders. They are always willing to share their experiences and ideas with you. They are there to help you.

IUPAT HISTORY

As a DC4 steward, you serve an important role in one of the most dynamic unions in the construction industry and the labor movement.

The International Union of Painters and Allied Trades (IUPAT) was founded in 1887 to set standards for uniform compensation in the trades and provide a community for workers to share ideas and solve problems. Originally chartered as the Brotherhood of Painters and Decorators of America, our union boasted a membership of over 7,000 tradesmen and more than 100 local unions within a year of organizing.

These trade unionists soon realized the power they had together, and our union quickly became a major player in the trade union movement.

IUPAT membership grew through aggressive organizing campaigns, affiliations with other unions (e.g., the Glaziers) and protecting Painters', Glaziers' and Drywall Finishers' jurisdiction. The union changed its name in 1970 to the International Brotherhood of Painters and Allied Trades, signaling its inclusion of drywall finishing, glazing and other trades. In 1999, the Brotherhood became the International Union of Painters and Allied Trades, reflecting its growing female membership and its expansion beyond the construction industry.

More than 130 years after its formation, IUPAT is a leader in the American labor movement, known for its diverse membership, history of inclusion, and progressive policies.

Today, IUPAT represents thousands of workers in the construction industry, public sector, and other industries, and remains a steadfast defender of working people across the United States and Canada.

IUPAT STRUCTURE

IUPAT Headquarters is located in Hanover, Maryland, just outside of Washington, DC.

The IUPAT is responsible for collectively bargaining national agreements, like the National Bridge and Tunnel Agreement, National Glaziers, Architectural Metal and Glass Workers Agreement and the Military Paint Agreement. The International Union also represents its members on Capitol Hill, oversees organizing initiatives to grow our union, and partners with union signatory contractors to expand work opportunities for IUPAT members.

There are several professional departments at the International Union that offer services intended to make things better for IUPAT members. Some departments are Organizing, Servicing, Legislative and Political, Legal, and Communications.

IUPAT holds a convention every five years where delegates from the United States and Canada vote on resolutions to the International Constitution. The Constitution sets the guidelines for governing the union. All of the officers of the International Union, including the General President, the General Secretary-Treasurer, and General Vice Presidents, are elected by delegates at the General Convention.

IUPAT FUNDS

IUPAT has two independent labor-management trust funds that offer further services. These programs include:

- IUPAT Labor-Management Cooperative Initiative (LMCI)
- The International Finishing Trades Institute (IFTI)

These programs work with union-signatory contractors to provide members with job training, work opportunities, and safe job sites.

REGIONS

There are 4 IUPAT Regions (Eastern U.S., Midwest U.S., Western U.S. and Canada) with International Representatives that provide assistance to the District Councils and Local Unions within their regions, and represent the International to each.

DISTRICT COUNCILS

Almost every Local Union is affiliated with one of IUPAT's 30+ District Councils, and many are structured on a statewide basis. District Councils are responsible for negotiating collective bargaining agreements for affiliated Local Unions, fostering harmony and united action between affiliated Local Unions, and promoting unity of action in dealing with employers.

LOCAL UNIONS

As a member, you are represented on the job by your Local Union.

Your DC4 Regional Business Representative shoulders the responsibility of the Local Union, sometimes with the assistance of the DC4 Organizers. In addition, the Business Representative may appoint stewards, like you, to provide day-to-day representation on job sites.

The Local Union is responsible for enforcing the terms and rights of members under all Collective Bargaining Agreements, assisting members in finding employment through its referral service or hiring hall, providing training and apprenticeship opportunities to members, and enforcing laws and regulations on the job site.

COLLECTIVE BARGAINING

Collective bargaining is the guiding principle of all labor unions. The labor movement was formed by workers coming together, demanding change, and improving their working lives. The voice of the individual worker is strengthened when it speaks with the power of others.

The process of collective bargaining involves the union negotiating on behalf of its members with construction employers to achieve a **Collective Bargaining Agreement** (CBA) or union contract. The Collective Bargaining Agreement outlines the terms and conditions of the job site, including wages, hours of work, and working conditions.

The union contract is legally binding on both parties, the union and the employer. For the contract to be effective, both sides must closely follow the rules and terms laid out in the agreement. Any violation of the Collective Bargaining Agreement is considered a **grievance** and must be corrected.

IUPAT and DC4 are signed to many various Collective Bargaining Agreements, including Local Union Agreements, Specialty Agreements, and National Agreements.

Depending on which agreement you are working under determines your wages and working conditions for that project.

On most construction projects, the contractor and DC4 shall conduct a **pre-job conference** that will include work assignments for each craft and any other project rules, conditions, and terms. The DC4 steward should be aware of any job specific changes to the terms and conditions of that project.

The union may also sign a **Project Labor Agreement** (PLA), a pre-hire Collective Bargaining Agreement that establishes the terms and conditions of a specific construction project. All PLAs and CBAs are similar in structure, but each have their specific differences. Regardless of which agreement you are working under, a DC4 steward must be educated and well versed on the

agreement's specific terms and conditions.

STEWARDS

The first, and perhaps most vital, contact between members and their union is the DC4 steward. The DC4 steward is the union's primary representative in the workplace. The DC4 steward is a legal representative of the union. As such, the steward has a strong influence on their fellow members' image of the Local Union, DC4, the IUPAT, and the labor movement in general.

Most union members do not personally know the General President of the IUPAT. In a large Local Union, it is also unlikely that the member has a personal relationship with the Regional Business Representative or local union officers. The lack of contact with union representatives is compounded by the fact that many members do not attend union meetings. Therefore, the DC4 steward is the one person in the union structure with whom the member is in contact, often on a daily basis.

A DC4 steward has many duties, including solving job site problems and issues, protecting DC4's jurisdiction, educating members on their contract, and communicating the Local Unions' message to members. Stewards are the cornerstone of the union, and effective stewards build stronger unions.

THE ROLE OF THE STEWARD

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The DC4 steward wears many hats, uses many different tools to perform the job, and is the foundation of the job site. Some of the important roles of the DC4 steward include:

Problem Solver. When members have a problem, they bring it to their steward. Some problems are job related; others are not. The steward helps the member and others who may be affected to identify possible solutions and work for necessary changes. Some problems may need assistance from the Local Union or the District Council to solve.

Leader. DC4 members look to stewards for knowledge, experience, and guidance. By working with members to stand up for their rights on the job and encouraging members to participate in the union, stewards help build an active and unified membership.

Communicator. Stewards are the key points of contact between DC4 members and their union leaders. Stewards are responsible for keeping Regional Business Representatives informed about members' concerns and questions, and for keeping members informed about DC4's programs and goals.

Educator. DC4 stewards help members learn how to use and understand the contract, police and protect jurisdiction, participate in the union, and learn about broader issues that affect them and their communities.

Organizer. Stewards help Local Union officials organize members to participate in activities designed to improve conditions on the job and in our communities. Stewards do this by:

- Signing up and educating new employees
- Policing and protecting DC4 jurisdiction from other crafts
- Understanding the terms and conditions of the Collective Bargaining Agreement
- Increasing unity among members
- Increasing participation in union meetings
- Supporting DC4 legislative campaigns to benefit working people
- Supporting DC4's efforts to build alliances with community organizations on common goals

WHAT IS EXPECTED OF A UNION STEWARD?

The DC4 Steward is a very important part of the Local Union. Without effective and aggressive stewards, a union cannot adequately represent its members. Effective stewards are the backbone of an effective labor organization. The steward is the Local Union's legal representative on the job and how that steward handles their job is often how members view their Local Union. If the steward is fair and honest in their dealings with members, they will earn their respect. On the other hand, if the steward is incompetent in their responsibilities as a steward, members will most likely not have much respect or pride in the organization.

Stewards have to be conscious of the fact that many workers look to them for leadership. It is

important that the steward be capable of performing the work which is required of a Painter, Glazier or Drywall Finisher in the construction industry. No one respects a person who is not a proficient worker. The steward must remember the example that they set is important. A steward who is a poor worker will not gain the respect of the members they are supposed to be representing, nor will they be respected by the contractor.

A steward who attempts to use their position for their own personal benefit or gain is not helping the Local Union and its members. The steward must remember that they are DC4's representative for all members on the job. Just because the steward may not get along with certain members or does not have much in common with them, is no reason that their complaints or grievances should go unheeded. Stewards need to treat all DC4 members equally, despite personal opinions. The steward not only has a moral responsibility, but a legal responsibility to represent all members fairly.

The steward should be a person that members can talk with about their concerns. When a member arrives on the job, take the necessary time to introduce yourself. Let the member know that a DC4 steward is on the job. Make sure that the member has been dispatched by the Local Union to your job. Stewards sometimes have to handle the paperwork and sign up new members.

Know Your Contract

To be an effective steward, you need to spend the time to become familiar with the Collective Bargaining Agreement (CBA) or union contract, applicable to your job. You will be called upon on many occasions to answer questions about dues, initiations, registration procedures, contract provisions, benefit plans, and many more matters of importance and concern to individual members. These questions may not affect you directly, however, to the affected member, they are extremely important. You must spend the time necessary to educate yourself before giving advice or answers to questions. It is much better to give no advice than the wrong advice. There is nothing shameful about not knowing all of the answers to all of the questions you will be asked. Tell the member that you will attempt to get an answer after checking with the Local Union.

Keep Good Records

As a steward, you are required to keep a log on the job. This record should include the names of all members working on the project, and a record of members' hours worked. A record should be kept of all special problems that you are encountering with the contractor or with other unions. Jurisdictional disputes between other craft unions should be documented specifically and in detail. Document any work assignments that have been given to the union by the employer. Safety conditions on the job should be recorded. Should hazardous safety conditions exist, record your attempts to correct them as well as the contractor's response to those attempts. If a member has a specific problem, make a note of the problem and the advice you gave the member.

Work with the Superintendent

It is imperative that DC4 stewards and the superintendent get along and work together. The steward and superintendent should try to understand each other's job and work together and not against one another. It is important that the steward follow the proper protocol in dealing with the contractor's personnel. It is also good practice for the DC4 steward to develop good relationships with the contractor's office personnel, including the office manager and payroll clerks. These employees will be able to assist in fixing many problems our members may have. A good working relationship with the purchasing agent will also benefit the steward.

Know Other Stewards

Make it a point to introduce yourself to the other stewards on the project, and make a sincere attempt to establish a good working relationship with the other crafts. Be careful to not get too close with other crafts. Remember, the work of DC4 always comes first.

Care for Injured Workers

The steward should also be available to care for the tools and effects of any injured member and to notify the Local Union of any injuries suffered by our members while on the job. All DC4 stewards should become educated in basic first aid training so that they will be qualified to administer basic first aid care in the absence of an authorized person.

Know DC4 Members

As a steward, it is important that you maintain frequent personal contact with each member on the job site. You are the steward for the entire project, including any subcontractors. Make it a habit to talk with every worker one-on-one or in small groups about the job, the job site, and our union. Keep up the contact with the individual members. Don't let anyone slip through the cracks. Many workers will not seek you out even if they have something important to say. You will have to talk with them to find out what's on their mind. Frequent contact is the only way to keep on top of problems, rumors, suggestions, and complaints. It is also a way to show members and the contractor that the union is well organized and united.

Communicate with Members to Keep Good Records

The steward can also help the Local Union in providing another important and helpful service to the member. The steward should constantly stress the need for each member to keep their payroll check stubs and to keep track of their own hours that they work each day of their employment. This information is not only helpful should a grievance arise, where the member and the steward must verify payroll information, it is also extremely important to the member and their family. Hours worked are used by the Local Union in establishing a member's placement on the out-of-work list, for an example. Hours worked are also used as a basis for establishing eligibility for a member's benefits, such as retirement benefits, health and welfare coverage for the member and their dependents, and other important benefit plans negotiated for members by the Local Union. It is important that members keep track of all time periods worked.

BE A GOOD UNION MEMBER

Stewards lead by example. All members and stewards should follow the IUPAT Obligation, which outlines the responsibilities of IUPAT members. It includes:

- Supporting and participating in our Union's organizing, training, education efforts and programs
- Honoring our union's commitment to organize the unorganized
- Attending Local Union meetings
- Read the Journal, Newsletter and make yourself aware of DC4's policies and programs
- Using your best efforts to buy union goods and services
- Remaining in good standing with our Union
- Be respectful in words and actions
- Never, from selfish motives, wrong a brother or sister, or see him or her wronged, if it is in your power to prevent it

It is important for the steward to defend our jurisdiction from other unions and notify the Local of what is going on at each job site.

It is important that stewards communicate and educate other members of our union and other union construction workers on the vital role their unions play in their lives. Badmouthing the Union, the Business Representative or the District Council should be countered with the facts. Without our union, we would not earn the wages that we do and we would not receive the benefits that we do.

Each DC4 steward should be active members in their union and should attend their Local Union meetings and participate in the functions their union sponsors.

There are union duties expected of every member. Walking picket lines, attending rallies, and being a visible union member helps us win fights and makes our union stronger. Voting, volunteering in political campaigns, and assisting with organizing drives are also vitally important. Stewards have to be willing to do the same work that they ask members to do.

Local union activities, politics, and organizing are all ways members and stewards can contribute back to DC4.

TEN BASIC RULES FOR STEWARDS

1. Love the union and show it. You are the day-to-day representative of DC4. Your actions on and off the job reflect both you and the union. Take every opportunity to express and explain your commitment to DC4 and its members.

2. Know yourself. Be honest about your strengths and weaknesses. Ask yourself, "What more do I need to learn? What is the best way to deal with conflict? What is the best way to communicate with people? What do I need to be more effective as a steward?"

3. Be a credible employee. Follow the contract and abide by the rules on the job site. Your actions will help set the example of how contractors and workers should act.

4. Talk straight with members. You will be the bearer of both good news and bad. If you are

honest with members about what is going on, there is a greater chance they will be straight with you.

5. Size up your opposition and act accordingly. There's no single all-purpose way to deal effectively with employers. A good strategy involves a thorough assessment of the employer's strengths and weaknesses. Sometimes you should come on like gangbusters. Sometimes you should sit in the back row and watch the employer self-destruct. When facing opposition from union members—as you surely will from time to time—deal with them respectfully.

6. Deal with small problems before they become big ones. Strive to settle problems before they become grievances. Bring issues of concern to the members' attention when they first come up, so members may be alert to the possibility of contract violations at the earliest possible instance.

7. Prepare against surprises. Surprises are great for birthdays, but they can be a real drag at meetings with the contractor and union meetings. Prepare ahead of time for what will be said and done.

8. Set limits. You will be expected to work long and hard and will want to do so, but you have the right to set limits. Doing so will make you a more effective steward in the long run.

9. Involve others in the work of the union. You are not a one-person show. The best stewards involve other members in all kinds of union work, including walking picket lines, registering voters, attending union and community actions, and organizing unorganized workers.

10. Recognize that your job site is just a part of the whole. You need to look beyond the problems of your job site and become part of organizing on a larger scale for the improvement of workers' lives. This means you need to be active in your community, the political process and other causes and coalitions that organize and promote those improvements.

TIPS

Being a DC4 steward is a big responsibility with a lot of pressures. The demands of the position can take a toll on even the most tough and rugged tradesperson. Don't let the job of being a steward negatively affect your physical or mental health. Here are a few tips to help you keep it all under control:

Time Management: There will always be too much to do, and never enough time to get it all done. As important as your job is as a DC4 steward, don't let the job consume your life. Set a schedule for yourself and try to stick to it. Set priorities, write them down, and combine tasks whenever possible.

Telephone Time: Not all jobs will allow workers to have cell phones. Off the job, the telephone

can be the biggest time-grabber of all. To prevent needless time spent on the phone, try the following tips. Plan each call before you dial. Before you make the call, jot down the results you want. When you hang up, update your notes about the call. Set a time limit for each call at the beginning. Don't waste time playing phone tag.

Record Keeping: Keep a pocket-sized notebook or calendar with you. Use your smart phone to assist you. Documentation is such an important component of being a steward, it is worth practicing. Develop a filing system that will allow you to find important documents when you need them.

Dealing with Stress: Your job as a steward may leave you frustrated and overwhelmed at times. Emergencies and unplanned events can add to the pressure. Catch your breath and try these coping mechanisms. Talk to others. Ask for help when you need it. Think before you speak. Tackle challenges with a sense of humor.

Don't expect a lot of Recognition: You might never hear the words thank you. Expect to be taken for granted. You will likely hear more complaints than compliments. Don't take it personally. Remember, the job you are doing is important. Stay the course and know that you are making a difference for your union and in the lives of DC4 members.

Take Care of Yourself: You cannot be an effective steward if you are not at your best. Make sure you get the sleep you need, exercise when you can, and monitor your drinking. You will feel better for it.

CONCLUSION

Your role as a DC4 steward is vitally important to the success of your Local Union and to the labor movement as a whole. Neither DC4's, nor your Local Union's, officers and staff can be everywhere at once and they can't do everything by themselves. That is why they need good leaders like you to help carry the ball. Your work as a steward will make DC4 stronger and make things better for all the members your Local Union represents.

This manual includes a lot of information. It may seem overwhelming at first, but over time, it will come more naturally to you. This manual and training is one of many tools and resources at your disposal.

Take advantage of this and all training and publications that you have available to help you learn more about your union and how to improve your skills. Seek assistance from your Local Union and from other members and stewards as you need it. That is what a union is all about.

GRIEVANCES & CONTRACT VIOLATIONS

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GRIEVANCES

What is a grievance? Simply stated, a grievance is a violation of a worker's rights under the CBA.

When a member comes to you with a complaint, it is a signal for you to start a series of checks to learn if the complaint fits any one of the following criteria:

1. Is it a violation of the contract?

Most job rules are covered in the contract. So, you should know what is in the contract and know if the complaint constitutes a legitimate grievance.

2. Is it a violation of federal, state, or local law?

A union contract is binding on both signatory parties, unless the contractual clause agreed upon violates a law. Any action by the employer which violates the law needs to be addressed.

3. Is it a violation of past practice, written or unwritten?

It is important to note that a grievance also can be based on a violation of past practice, even if it is in an area not covered by the contract language, or if the language of the contract is not clear.

4. Is it a neglect of the contractor's responsibility? There are areas which may not be covered specifically by the contract but in which the employer has a responsibility, such as working conditions and health and safety issues.

5. Is it a violation of company rules?

Companies often establish rules outside the contract, sometimes after consultation with the union, sometimes strictly on their own. Some contractors have policy books that require potential employees to sign. However, once a company has established a rule and enforces it, that company also has to abide by that same rule or be subject to a potential grievance.

If the complaint fits into any of these categories, then it may be a valid grievance, and you should work with your Regional Business Representative to handle it.

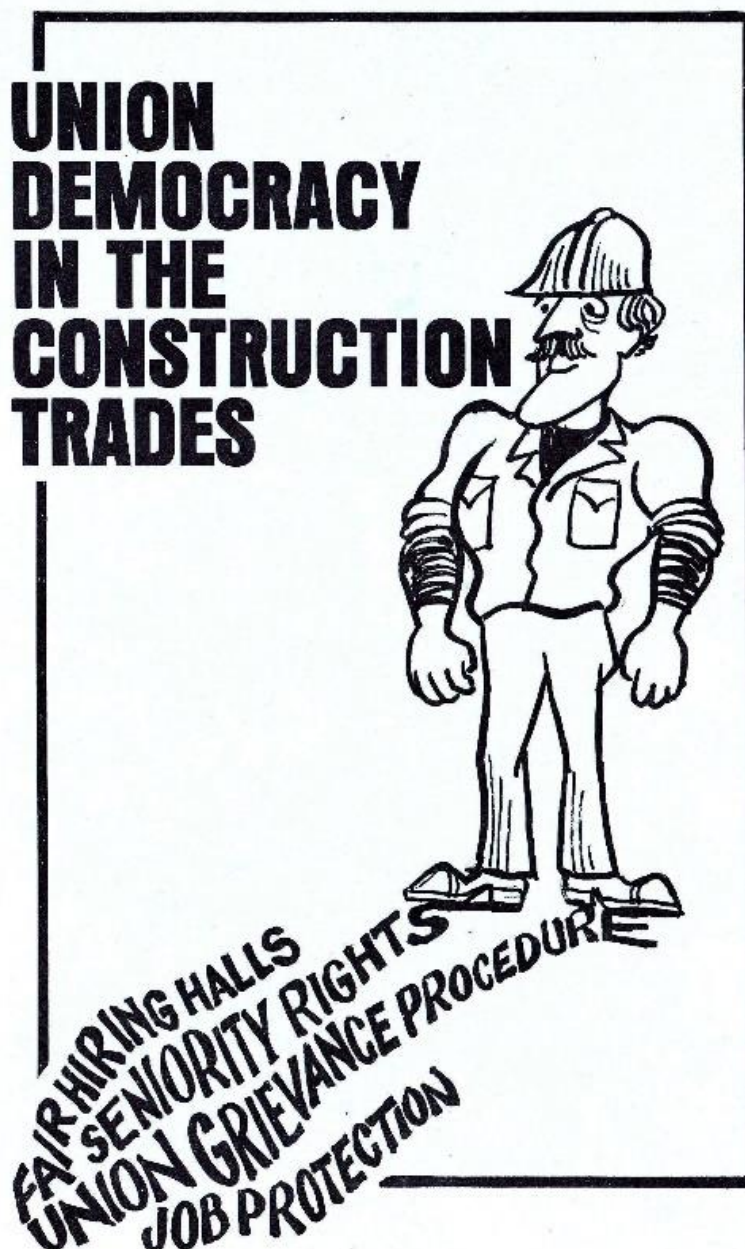
If it does not fit any of the above criteria, you must consult with your Regional Business Representative to determine whether it possibly is still a legitimate complaint for which there may be a fix or correction, or whether, in fact, it is not a valid complaint.

If it is not a grievance or violation of the contract, let the member know why. Even if a worker's problem does not fit into any of those categories, you should still try to help find a solution.

PRE-JOB CONFERENCE

Many projects will benefit from a pre-job conference between the contractor and the Union to spell out specific issues, like start-time, meals, breaks, and overtime pay.

A pre-job conference report addresses these issues specifically. DC4 stewards should inquire and discuss any specific arrangements agreed upon at the pre-job conference. When questions arise outside of the Collective Bargaining Agreement, or the pre-job conference report, the steward should check with their Local Union.



GRIEVANCE HANDLING PROCEDURE

Under the provisions of most Collective Bargaining Agreements, any grievances, disputes, or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job whenever possible. Such settlements cannot affect any wages, terms, or conditions of the agreement. **You should always consult with**

your Regional Business Representative before settling a grievance or dispute.

If the grievance cannot be settled on the job, the DC4 Steward needs to forward the issue to his/her Regional Business Representative.

Any problem or dispute on the job should be addressed by the steward in the following manner:

Step 1: Interview the Grievant. Listen well and let

the member tell their side of the story. Tell the grievant to write down the potential grievance, any witnesses who might corroborate their story, and the solution they want to the potential grievance. Interview other members who can corroborate the grievance.

Step 2: Gather Facts. Start by asking the same basic questions to each person you talk to: the 5 Ws:

- **WHO** was involved? Names of people involved in the event, including witnesses.
- **WHAT** happened? Description of the event.
- **WHERE** did it happen? Location of the event.
- **WHEN** did it happen? Date(s) and time(s).
- **WHY** is this a grievance? Parts of CBA violated.

You should keep thorough documentation of all of your fact gathering and of information important to the grievance.

Step 3: Analyze the Facts. Review what you have learned and determine if the problem presented is a violation of the Collective Bargaining Agreement or warrants a resolution.

Step 4: Present the Case. Decide on a course of action in consultation with your Regional Business Representative. Be professional when presenting the case to your Rep (and to the contractor).

WEINGARTEN RIGHTS

According to the U.S. Supreme Court, a worker is entitled to have a union representative present when a supervisor asks for information which could be used as a basis for discipline. This right is referred to as the worker's Weingarten Rights.

The worker must ask for union representation before or during the interview. The employer has no obligation to inform workers of this right (unless the Collective Bargaining Agreement requires otherwise). Stewards should regularly inform all workers: "If you are ever called in by the contractor and asked questions you think might lead to discipline, you have a legal right to request your union steward or other union representation to be present."

Explain to the foreman and to the company, that should discipline be rendered, the steward should be contacted at the time of discipline to represent the member. Once a worker asks for a union representative to be present, any attempt by the employer to continue to ask questions is

illegal until the steward arrives.

The following is model language for members to say anytime they are questioned by the employer:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.”

JUST CAUSE FOR TERMINATION OR DISCIPLINE

Many construction agreements limit contractors' right to reject, terminate, or discipline workers for just cause. Such limitations may be found in a hiring provision, management rights section, non-discrimination language, or based on established past practice. If your agreement contains such limitations, the employer cannot reject, fire, or discipline workers on a whim. With a union contract, the employer has a burden of proof to show sufficient cause for discipline or discharge. The seven test or key questions to determine sufficient cause include:

1. **Notice.** Did the employer give the member forewarning of the possible or probable consequences of their conduct?
2. **Reasonable Rule or Order.** Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
3. **Investigation.** Was an effort made before discipline or discharge to determine whether the employee was guilty as charged?
4. **Fair Investigation.** Was the investigation conducted fairly and objectively?
5. **Proof.** Did the employer obtain substantial evidence of the employee's guilt?
6. **Equal Treatment.** Were the rules applied fairly and without discrimination?
7. **Penalty.** Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record? Does the punishment fit the crime?

A "no" answer to any of these test questions may mean that cause was not sufficient. The more of the questions that answer "no" make an even stronger case that cause was not sufficient. You should contact your Regional Business Representative **any time** a contractor disciplines or terminates a worker covered by the CBA.

DUTY OF FAIR REPRESENTATION

The union and its representatives, including stewards, have a legal obligation to represent all workers in the union fairly, regardless of their membership status, race, religion, nationality, age,

or gender. A worker who believes that the union has not met its **"Duty of Fair Representation"** (DFR) may file **"Unfair Labor Practice"** (ULP) charges with the **National Labor Relations Board** (NLRB).

Therefore, stewards must be sure to do their best to handle each problem fairly even if the worker is not a union member, has unpopular beliefs, or has personality conflicts with the steward or other union leaders. This doesn't mean the union can be found guilty of Unfair Labor Practices simply for making mistakes or losing a case.

So that the union will not be held liable and assessed monetary damages for breaching its Duty of Fair Representation, the union representative must file, in a timely manner, a written grievance, investigate the grievance, and document the investigation. When this has not been done, or if it was done poorly, monetary damages can be assessed against the union.

The types of conduct most commonly challenged are failure to pursue a grievance, failure to investigate a grievance, and inadequate presentation of the grievance at arbitration. Accordingly, handling a grievance should include at least the following:

1. Review the Collective Bargaining Agreement from beginning to end, checking for relevant, applicable provisions.
2. Review grievance procedures, checking that each step and time deadlines are followed.
3. Interview the grievant for the facts surrounding the grievance, names of witnesses or persons having knowledge of the dispute and relevant dates, times, and places. Have the grievant prepare a written statement of the grievance including names, dates, times, and places. Prepare notes of your interview.
4. Interview witnesses or persons having knowledge of the grievance. Prepare notes of your interview.
5. Meet with the employer to determine or obtain the reasons and facts upon which the employer proceeded against the grievant. Inquire of and obtain from the employer copies of any documents or evidence he has pertaining to the grievance. If the employer has any witnesses, attempt to obtain their names, addresses, and interview them. Prepare notes of your contact with the employer and witnesses. Remember to work closely with your Regional Business Representative.
6. If the grievance cannot be resolved informally, your grievance file (notes, documentation, etc.) on the matter needs to be provided to your Regional Business Representative. **Your Regional Business Representative, in consultation with the DC4 Business Manager, will make a decision about whether the Union will file a formal grievance with the appropriate DC4 Joint Trade Board.**

GETTING ALONG WITH THE CONTRACTOR

At times, problems will occur on the job site. There will be disagreements between you and the employer. Not everything will be resolved to your own satisfaction.

There will be hard feelings against the contractor and potentially their superintendents and staff. Don't let a single incident contaminate your job site, your position as steward, or your relationship with a contractor forever.

We work for union contractors. Like them or hate them, these contractors have agreed to hire and employ DC4 members to work on their job sites. We must have professional and working relationships with our union signatory contractors. We need for our contractors to be successful and profitable to keep employing union labor.

Everything we do on the job site reflects on the owner of the project who ultimately decides which contractors they will hire, union or non-union.

Wanting the contractor to be successful doesn't give them a free ride to violate the terms of the contract or take advantage of our members. We must enforce the contract, enforce subcontractor clauses, and protect our jurisdiction.

Many job site issues can be handled and resolved long before they become a major problem or a grievance. Pre-job conferences also assist in preventing job site issues. Regular communication with the contractor, their superintendents, foremen, other stewards, and other crafts can create a dialogue to address concerns, answer questions, and solve problems.

DRUG TESTING

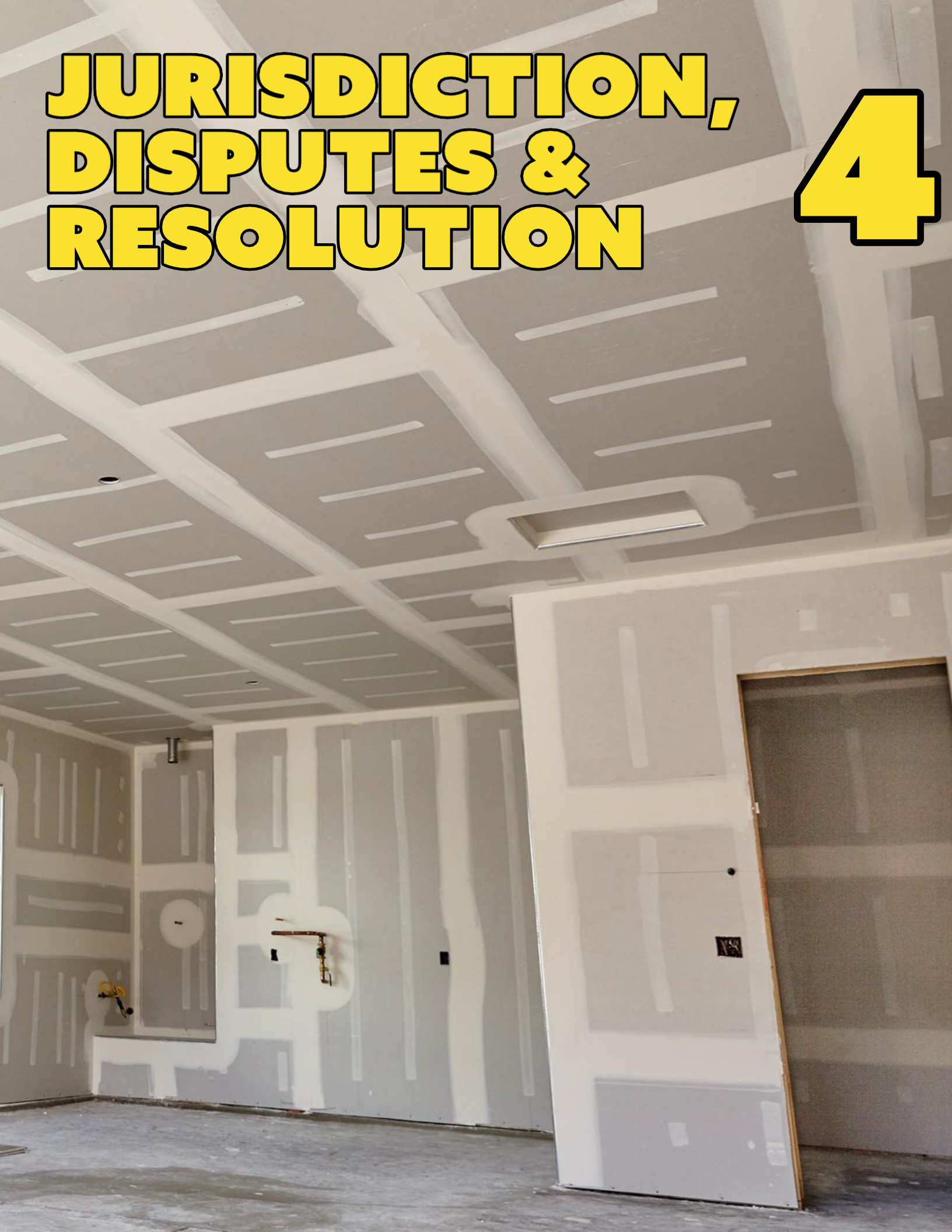
The contractor can expect their job site to be drug free. Illicit drug use can create an unsafe working environment and decrease productivity.

Any substance abuse policy is a mandatory bargaining subject as it regulates a working condition on the job site. The union must agree to any policy or drug testing standard before implementation.



JURISDICTION, DISPUTES & RESOLUTION

4



JURISDICTIONAL DISPUTES

There is a difference between grievances and jurisdictional disputes. A grievance is a violation of the Collective Bargaining Agreement by the employer. A **jurisdictional dispute** is a disagreement with another craft on whose members should perform certain work. Jurisdiction is the specific and certain type of work that DC4 members perform on the construction job site.

Policing, protecting, and preserving DC4's jurisdiction is an important job of all DC4 members, especially stewards. Stewards must educate all DC4 members on the job of what work belongs to the Painters, Glaziers and Drywall Finishers. Defending our work against raids from other crafts should be a mission shared with every member on the job. **Any jurisdictional disputes on the job site should immediately be reported to your Regional Business Representative.**

Do not attempt to resolve a jurisdictional dispute yourself. These matters can be highly technical. However, you and your fellow members should strive to remain aware of all facets of DC4's jurisdiction. Take detailed notes about potential jurisdictional issues on the job site and report them immediately to your Regional Business Representative.

COVERAGE OF WORK

Most of the construction jurisdiction of the IUPAT is clearly spelled out in the IUPAT Constitution:

IUPAT Jurisdiction

This International Union shall have jurisdiction over all workers engaged in: all painting, decorating and coatings applications and wall covering; all levels of drywall and wall finishing; any and all labor, material, tools or equipment for preparatory work or surface treatment, including mold remediation, work in relation to painting, decorating and coatings applications, wall covering, drywall and wall finishing; glazing; architectural metal and glass work; flooring and decorative floor covering work; paint and coatings manufacturing; sign, convention and display work; show decorators; scenic artists and designers; metal polishers; civil service, public and professional employees; book-binding; maintenance work; chemical, clerical and warehouse workers; any and all units, as well as all part of this International Union; and any and all work as may be obtained and maintained through organizing and collective bargaining. Such work shall include, but not be limited to:

Painters

Work will include, but not be limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal and stone polishing, refinishing, sealing, lining, fiber-glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, the application of thermal insulating coatings and any other coating with insulating properties, metalizing, flame spray, the application of Exterior Insulating Finishing Systems; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants;

bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, alkyds, epoxies, epoxy injection and T-Lock welding, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/ removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.

Wall Covering

Wall covering work will include, but not limited to: (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl's, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscoat, caps, corner moldings and accessories; (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

Drywall Finishing

Drywall Finishing work will include, but not be limited to: (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all firestopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads, patching and sanding. (2) The application of all stucco and dryvit systems.

Glaziers, Architectural Metal and Glassworkers

General Glazing will include, but not be limited to: (1) the installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, preglazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and

fixtures; (2) the installation of the above systems, materials or any materials or subpart of the above systems, when in the shop or on the job site, either temporary or permanent, on or for any building in the course of repair, remodel, alteration, retrofit or construction; (3) the installation and welding of all extruded, rolled or fabricated materials including, but not limited to, all metals, plastics and vinyl's, or any materials that replace same, metal and vinyl tubes, mullions, metal facing materials, corrugated flat metals, aluminum panels, muntins, facia, trim moldings, porcelain panels, architectural porcelain, plastic panels, unitized panels, showcase doors, all handrails and relative materials, including those in any or all types of building related to store front, door/window construction and curtain wall systems; (4) the installation of automatic door entrances, door(s) and window(s) frame assemblers such as patio sliding or fixed doors, vented or fixed windows, shower doors, bathtub enclosures, storm sash where the glass becomes an integral part of the finished product, including the maintenance of all of the above; (5) bevelers, silverers, scratch polishers, abrasive blasters, flat glass wheel cutting, mitre cutters, engravers, hole drilling, machine operations belt machines and all machines used in the processing of glass, automatic beveling, silvering, grinding, polishing, unpacking and racking of glass, packing glass, glass cleaners in shops, mirror cleaning, assembling, framing and fabrication and assembling of all insulated and non-insulated units, fabrication and mounting of mirrors and the operations of all machines and equipment for these operations; (6) the selecting, cutting, preparing, designing, art painting, and installing of fused glass, thick facet glass in concrete and cementing of art glass, and the assembly and installing or removal of all art glass, engraving, drafting, etching, embossing, designing, abrasive blasting, chipping, glass bending, glass mosaic workers, cutters of all flat and bent glass; glass shade workers, and glaziers in lead or other metals; the fabrication and distribution of all glass and glass-related products; (7) any and all transportation, handling, unloading and loading of tools, equipment and materials will be performed by members of this International Union.

Paint Makers

Paint Makers will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coatings, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.

Floor and Decorative Coverings Workers

Work will include, but not be limited to: (1) measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base and/or underlayment(s) wherever it may be, all materials whether used either as a decorative covering, topping or as an acoustical appliance such as carpets of all types and designs, sheet rubber, sheet vinyl, pre finished hardwood floors, laminate floors and laminate floor systems, cork carpet, rubber tile, asphalt tile, tile, cork tile, interlocking tile, mastipave, composition in sheet or tile form and all derivatives of above; artificial turf and derivatives thereof, all resilient seamless materials such as epoxy, polyurethane, plastics and their derivatives, components and systems; (2) the fitting of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc., on any base and/or underlayment(s) where the above materials are to be installed or applied, such as drilling, plugging and slatting for installing or fastening of carpet, the installing of all

nosings, cap strips, corner beads and edgings of any material and the preparatory work of the craft for all of the aforesaid, which includes but is not limited to, substrate preparation and the application of all self-leveling, trowelable and board underlayments; (3) the removal of the aforementioned installed material from its base and/or underlayment as required; (4) the cleaning of rugs and carpets and all drapery hanging, make-up and the installation of drapes and window treatments.

Sign and Display

Sign and Display Painters' work shall include, but not be limited to: (1) the making, erection and installation/removal of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs, vinyl substrates, vinyl vehicle wrapping and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same; (2) they shall have control of all branches, methods and processes of screen process work; tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same; (3) the construction, erection and maintenance of all billboards and all communication advertising, whether digital or in other form.

Display Convention and Show Decorators

The display convention and show decorators' work will include, but not be limited to: (1) the delivery, loading and unloading and the installation and removal of all exhibits (floor to ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: trade show and convention booth assembly and disassembly; installation and removal of interior and exterior decorations, flags, drapes and other display materials; uncrating, assembly, installation, removal, disassembly and re-crating of all commercial exhibits; (2) the installation and dismantling of furniture owned by the employer, the installation and removal of floor coverings and special event displays; (3) the construction, preparation, erection and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and pattern and sketch making, scale model making, the preparation of training aids and mockups and application of plastic, scotchlite and similar reflective materials.

Scenic Artists and Designers

Scenic Artists' and Designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects.

Metal and Stone Polishers

Metal and Stone Polishers' work will include, but not be limited to: new construction and existing sites consisting of metal and stone polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, caulking, polishing, sealing and finishing of ornamental and architectural marble, granite, iron, bronze, brass, nickel, aluminum, stainless steel and all metal and stone specialty work.

All Tools, Equipment and Material

(1) The handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work; (2) the loading, unloading, hoisting, lifting and rigging of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction; (3) tools, material and equipment, as used herein, shall mean any tools or aids used or worn by workers performing any task required to complete a project, including but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types of compressors.

Related Work

Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas; (2) all clean-up of any type of debris caused by or during the preparation and/or application of any work described in this Section.

Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials

The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.

COMMON JURISDICTIONAL ISSUES

Even with the work so clearly outlined, there are questions that arise from time to time. Contractors sometimes incorrectly assign our work to other crafts, and sometimes other crafts incorrectly claim our work.

There are questions regarding jurisdiction that DC4 addresses over and over again. Some common jurisdictional issues arise around the following work:

- Drywall Finishing
- Curtain Wall Systems
- Panels
- Scaffolding Preparatory to Painting/Coating Application

The above list is certainly not all encompassing of jurisdictional disputes in the construction industry. Local area practices will dictate common disputes and they will change from area to area.

WORKER SAFETY & HEALTH PROTECTIONS

5



Jobsite safety and health is a crucial part of your job as a steward. The potential safety and health issues workers face are widespread, increasingly complex and often highly technical. Safety and health problems are often noticed by and/or brought to the attention of union stewards. You are the first line of defense for the safety and health issues workers face.

Know Your Rights

Workers have the right to a safe and healthy workplace. The *Occupational Safety and Health Act of 1970* (OSH Act) was passed to prevent workers from being killed or otherwise harmed at work. The law requires employers to provide their employees with working conditions that are free of known dangers. The OSH Act created the Occupational Safety and Health Administration (OSHA), which sets and enforces protective workplace safety and health standards. OSHA also provides information, training and assistance to employers and workers.

OSH Act of 1970: “To assure safe and healthful working conditions for working men and women; by authorizing enforcement of the standards developed under the Act; by assisting and encouraging the States in their efforts to assure safe and healthful working conditions; by providing for research, information, education and training in the field of occupational safety and health.”

General Duty Clause

OSHA’s general duty clause, Section 5(a)(1) of the OSH Act, requires that each employer furnish to each of its employees a workplace that is free from recognized hazards that are causing or likely to cause death or serious physical harm. The general duty provisions can be used by OSHA only where there is no standard that applies to the particular hazard and the employer has its own employees exposed to the alleged hazard. All four of the following elements are necessary to constitute a general duty clause violation:

1. The employer fails to keep the workplace free of a hazard to which its employees were exposed.
2. The hazard was recognized.
3. The hazard was causing, or was likely to cause, death or serious physical harm.
4. There was a feasible and useful method to correct the hazard.

WHO DOES OSHA COVER?

Mainly Private Sector Workers

Most employees in the nation come under OSHA’s jurisdiction. OSHA covers most private sector employers and employees in all 50 states, the District of Columbia and other U.S. jurisdictions either directly through Federal OSHA or through an OSHA-approved state plan. State-run safety and health plans must be at least as effective as the Federal OSHA program. To find the contact information for the OSHA Federal or State Program office nearest you, call 1-800-321-OSHA (6742) or go to www.osha.gov.

What About State and Local Government Workers?

Employees who work for state and local governments are generally not covered by Federal OSHA, but have OSH Act protections if they work in those states that have an OSHA-approved state plan. States that assume responsibility for their own occupational safety and health programs must have provisions at least as effective as Federal OSHA's, including the protection of worker rights. The following 22 states or territories have OSHA-approved programs:

Alaska	Arizona	California
Hawaii	Indiana	Iowa
Kentucky	Maryland	Michigan
Minnesota	Nevada	New Mexico
North Carolina	Oregon	South Carolina
Tennessee	Utah	Vermont
Virginia	Washington	Wyoming
Puerto Rico		

Six additional states and one U.S. territory have OSHA- approved plans that cover public sector workers only:

Connecticut	Illinois	Maine
Massachusetts	New Jersey	New York
Virgin Islands		

Private sector workers in these six states and the Virgin Islands are covered by Federal OSHA.

What About Federal Government Workers?

Federal agencies must have a safety and health program that meets the same standards as private employers. Although OSHA does not fine other federal agencies, it does monitor federal agencies and responds to workers' complaints. The United States Postal Service (USPS) is covered by OSHA.

Workers Not Covered under the OSH Act

- Self-employed
- Independent contractors
- Immediate family members of farm employers

EMPLOYER RESPONSIBILITIES

Employers covered by OSHA MUST provide their employees with a workplace that does not have serious hazards and must follow all OSHA standards. Employers must have a process to identify and correct safety and health problems. OSHA further requires that employers must try

to eliminate or reduce hazards first by making all feasible changes in working conditions—switching to safer chemicals, enclosing processes to trap harmful fumes or using ventilation systems to clean the air are examples of effective ways to get rid of or minimize risks—rather than just relying on personal protective equipment (PPE) such as respirators, gloves or earplugs.

Right to be Provided Protective Equipment Free of Cost

In some situations, it is not possible to completely eliminate a hazard or reduce exposures to a safe level so respirators, goggles, earplugs, gloves or other types of PPE are often used by themselves or in addition to other hazard control measures. Employers must provide most protective equipment free of charge with a few exceptions (e.g., steel-toed safety boots and prescription eyewear). Employers are responsible for knowing when and what PPE is needed.

Workers' Right to Workplace Information

OSHA gives workers and their representatives the right to see information that employers collect on hazards in the workplace. Workers have the right to know what hazards are present in the workplace and how to protect themselves. Many OSHA standards require various methods that employers must use to inform their employees, such as warning signs, color-coding, signals and training. Workers must receive their normal rate of pay to attend training that is required by OSHA standards and rules. The training must be in a language and vocabulary that workers can understand.

Right to Know about Chemical Hazards

The Hazard Communication standard, also known as the “right-to-know” law, requires employers to inform and train workers about hazardous chemicals and substances in the workplace.

Employers must:

- Provide workers with information and training on all hazardous chemicals in their work area
- Keep a current list of all hazardous chemicals that are present in the workplace
- Make sure that hazardous chemical containers are properly labeled with the identity of the hazardous chemical and appropriate hazard warnings
- Have and make available to workers and their representatives relevant Safety Data Sheets (SDSs) for each substance that provide detailed information about chemical hazards, their effects, how to prevent exposure and emergency treatment if an exposure occurs

Right to Get Copies of Workplace Injury and Illness Records

OSHA's Recordkeeping Rule requires employers in high-hazard industries with more than ten employees to keep accurate and complete records of work-related injuries and illnesses. Employers must record any serious work-related injury or illness on the OSHA Form 300. A serious injury or illness is one that required medical treatment other than first aid, restricted work or days away from work. (Details of each incident are entered on a separate form, the OSHA Form 301). This OSHA Form 300 becomes an ongoing log of all recordable incidents. Each year from February 1 through April 30, employers must post a summary of the injury and illness log from the previous year (OSHA Form 300A) in a place where workers can see it. Workers and their representatives have the right to receive copies of the full OSHA Form 300 log. Following a request, employers must make copies available at the end of the next business day. These injury and illness logs are important because they provide a

comprehensive guide to possible hazards in the workplace that may need correcting. The logs should be used to focus on areas with high injury and illness rates, and to find and fix hazards in order to prevent future occurrences.

Right to Exposure Data

Many OSHA standards require employers to run tests of the workplace environment to find out if their workers are being exposed to harmful levels of hazardous substances such as lead, silica or asbestos, or high levels of noise or radiation. These types of tests are called exposure monitoring. OSHA gives workers the right to get the results of these tests.

Right to Your Medical Records

Some OSHA standards require medical surveillance to find out if a worker's health has been affected

because of exposures at work. For example, employers must test for hearing loss in workers exposed to excessive noise or for decreased lung function in workers exposed to asbestos. Workers have a right to their medical records. Workers' representatives also have a right to review these records but they must first get written permission from the worker to gain access to their medical information. All medical records must be kept by the employer for the duration of employment plus 30 years unless workers have worked for less than a year. In this case, a copy of the medical record can be given to the employee.

OSHA WORKSITE INVESTIGATIONS

OSHA conducts on-site inspections of worksites to enforce the OSHA law that protects workers and their rights. Inspections are initiated without advance notice, conducted using on-site or telephone and facsimile investigations and performed by highly trained compliance officers. Worksite inspections are conducted in order based on the following priorities:

- 1. Imminent danger situations**—hazards that could cause death or serious physical harm.
- 2. Severe injuries and illnesses**—all work-related fatalities (must be reported within 8 hours) and all work-related hospitalizations, amputations or losses of an eye (within 24 hours).
- 3. Worker complaints and referrals**—Employees may request anonymity when they file complaints.
- 4. Referrals of hazards** from other federal, state or local agencies, individuals, organizations or the media receive consideration for inspection.
- 5. Targeted inspections**—particular hazards, high injury rates.
- 6. Follow-up inspections**—checks for abatement of violations cited during previous inspections.

The majority of the time, inspections are conducted without employers knowing when or where

they will occur. The employer is not informed in advance that there will be an inspection, regardless of whether it is in response to a complaint or is a programmed inspection.

Workers' Rights during an Inspection

During an inspection, workers or their representatives have the following rights:

- Have a representative of employees, such as the safety steward of a labor organization, go along on the inspection
- Talk privately with the inspector
- Take part in meetings with the inspector before and after the inspection

When there is no authorized employee representative, the OSHA inspector must talk confidentially with a reasonable number of workers during the inspection. Workers are encouraged to:

- Point out hazards
- Describe injuries or illnesses that resulted from these hazards
- Discuss past worker complaints about hazards
- Inform the inspector of working conditions that are not normal during the inspection

If there is a Dangerous Situation at Work

If you believe working conditions are unsafe or unhealthful, we recommend that you bring the conditions to your direct supervisor's attention, if possible. In the U.S., it is against the law for an employer to retaliate against a worker who demands a safe and healthful workplace. The law—Section 11(c) of the federal OSH Act—protects workers who ask questions or complain about safety or take action to protect themselves from dangerous conditions.

You may file a complaint with OSHA concerning a hazardous working condition at any time. However, you should not leave the worksite merely because you have filed a complaint. If the condition clearly presents a risk of death or serious physical harm, there is not sufficient time for OSHA to inspect, and, where possible, you have brought the condition to the attention of your employer, you may have a legal right to refuse to work in a situation in which you would be exposed to the hazard. If a worker, with no reasonable alternative, refuses to expose themselves to a dangerous condition in good faith, they are protected from subsequent retaliation. The condition must be of such a nature that a reasonable person would conclude that there is a real danger of death or serious harm and that there is not enough time to contact OSHA and for OSHA to inspect. Where possible, the employee must have also sought from his employer, and been unable to obtain, a correction of the condition.

Be sure to bring all safety and health concerns to your Regional Business Representative immediately.

For more information about OSHA coverage and requirements, please contact the DC4 Training Department.

GLOSSARY OF UNION LABOR TERMS

6



AFL-CIO: The American Federation of Labor-Congress of Industrial Organizations is an umbrella organization of some 56 national and international unions headquartered in the United States. The AFL-CIO is organized along national, regional, state, and local lines.

Agency shop: A work place with contract language requiring that every worker represented by the union pay the equivalent of union dues (an “agency fee”) whether or not they decide to become actual members of the union. (See Union Shop)

Arbitration: A method of resolving disputes (typically grievances) between the union and the employer through the intervention of a neutral third party—an arbitrator—whose decision is binding and final.

Associated Builders and Contractors (ABC) is a national trade association that promotes open shop practices and opposes union security agreements, project labor agreements, and prevailing wage legislation.

Bargaining agent: A legally-certified union is designated by federal law as the sole and exclusive bargaining agent for a specific group of employees (the bargaining unit). This legal status is intended to prevent the formation of “company unions”— organizations that pretend to represent the workers but are dominated and controlled by management.

Bargaining unit: A group (or groups) of workers in a craft, department, plant, company or occupation, which the National Labor Relations Board has determined is appropriate for representation by a union for the purposes of collective bargaining.

Beck Rules: Based on a 1988 Supreme Court ruling requiring local unions to identify charges associated with activities necessary to represent workers from those related to non-representational activities, such as political action and new organizing.

Boycott: A tactic used by workers and consumers to pressure corporations through a mass refusal to purchase their products or otherwise patronize the business.

Captive audience meeting: A union-busting tactic in which the employer disseminates anti-union propaganda to the employees in mandatory- participation meetings, usually during work hours.

Card check: A method for American employees to organize into a labor union in which a majority of employees in a bargaining unit sign authorization forms, or “cards,” stating they wish to be represented by the union.

Central Labor Council (CLC): A local body composed of AFL-CIO affiliated unions.

Certification: Official recognition by some impartial labor relations board that an employee organization is the exclusive representative for all the employees in an appropriate bargaining unit for the purpose of collective bargaining.

Check-off: A clause in the collective bargaining agreement that authorizes management to automatically deduct union dues or fees from union- represented employees.

Collective bargaining: Direct negotiations between union and company representatives to produce a collective bargaining agreement (CBA, also known as a labor agreement or contract.)

Common Sites Picketing: A form of picketing in which employees of a struck employer who work at a common site with employees of at least one neutral employer may picket only at their entrance to the worksite. The employees of neutral employers must enter the workplace through other gates. Picketing is restricted to the entrance of the struck employer so as not to encourage a secondary boycott on the part of the employees of a neutral employer.

Company union: A sham union, dominated and often organized or inspired by the employer to manipulate the worker force and frustrate attempts to form a genuine union.

Concerted Activity: The rights, protected by the National Labor Relations Act, of two or more employees to act in concert to form, join, or assist labor organizations in order to affect their wages, hours of work, or working conditions.

Contracting-out: When an employer hires outside personnel to perform work normally done by company employees, the work is said to be contracted-out or “out-sourced”.

Contract: A legally-enforceable agreement negotiated between a union and employer that spells out the wages, hours, and other terms and conditions of employment. Contracts are binding on both parties for a fixed duration (typically three years) and then expire and must be re-negotiated.

Contract proposals: Contract language put forward by the union or the employer and subject to collective bargaining.

Cost-of-Living Allowances (COLA): Periodic pay adjustment to compensate workers for changes in the cost of living. COLA is usually geared to changes in the Consumer Price Index (CPI).

Craft union: A union that admits only workers of a particular trade, skill set, or occupation (e.g. Painters, Drywall Finishers, Glaziers or Sheet Metal Workers).

Decertification: Withdrawal by a government agency, such as the National Labor Relations Board, of a union’s official recognition as exclusive bargaining representative. The NLRB will withdraw certification if a majority of employees vote against union representation in a decertification election.

Double-Breasted: A unionized contractor that sets up a non-union company to underbid or compete with its union company.

Duty of Fair Representation (DFR): Bargaining agent's obligation to represent all members of a bargaining unit fairly, in good faith, and without discrimination.

Economic Strike: A work stoppage by employees seeking economic benefits such as wages, hours, or other working conditions.

Exclusive Representative: The employee organization that, as a result of certification by a labor board, has the right to be the sole collective bargaining agent of all employees in an appropriate bargaining unit.

Fiduciary Obligations: Obligations of trust imposed by law on union officials with respect to the union funds and the fair representation of members in collective bargaining. Also applies to duties associated with serving on a trust fund.

Free Rider: An employee who fails to join a union that has negotiated a CBA, all the while benefiting from that CBA.

Fringe benefits: Non-wage benefits, including paid vacations, pensions, medical and life insurance, whose cost is borne in whole or part by the employer.

Good Faith Bargaining: Negotiations in which two parties meet and confer at reasonable times and exchange proposals with open minds and the intention of reaching agreement over a new contract. (Bad faith bargaining is the reverse of this process.)

Grievance: A formal complaint alleging and seeking restitution for a violation of the Collective Bargaining Agreement.

Hiring hall: A union-operated placement center where manpower requests by employers are allotted to registered applicants according to a set order based usually on rotation or seniority.

Impasse: In general usage, a term referring to a situation where two parties cannot agree on a solution to a dispute. For collective bargaining purposes, if an impasse is reached, the employer is legally permitted to unilaterally impose its last offer.

Industrial union: A union that organizes on the principle of uniting all workers in an industry "wall-to- wall," regardless of craft or skill level. (See Craft Union).

Informational picketing: Patrolling near an employer's place of business purely for the purposes of informing and educating the public. (See Picketing).

Injunction: A court order which either imposes restraints upon action, or directs that a specific action be taken and which is, in either case, backed by the court's power to hold disobedient parties in contempt. International union: A union with members in more than one country, typically the U.S. and Canada.

L-M Reports: The annual financial statement of income and expenses, including the salaries of union officers and staff. Unions are required by law to file them annually with the Labor Management (LM) Division of the Department of Labor.

Local union: A locally-based trade union organization which forms part of a larger, usually national, union.

Lockout: A lockout occurs when an employer seeks to force the terms of a settlement by refusing work to employees or shutting down operations.

Management Rights Clause: A provision in many contracts that defines the employer's rights to operate unilaterally, usually with respect to issues outside the scope of the contract, or otherwise not included within the collective bargaining agreement. One example would be the right to establish a production schedule.

Mandatory Subjects of Bargaining: Those items included under wages, hours, and other terms and conditions of employment over which either side (union or employer) must bargain if the other side proposes it. An employer may not make a change in a mandatory bargaining subject without providing prior notice to the union and an opportunity to bargain.

Market Share: The percentage of construction work done by union members and contractors.

Mediation and Conciliation: A process that attempts to resolve disputes through compromise and voluntary agreement. When negotiations between the union and the employer bog down, mediators (often employed by the Federal Mediation and Conciliation Service, FMCS) may agree to act as "go-betweens," helping the parties find acceptable middle ground.

Most favored nations clause: Specifies that if a union grants more favorable terms to any employer than those terms already contained in the collective bargaining agreement, then any signatory employer may also apply those favorable terms to its workers.

National Labor Relations Board (NLRB): The federal agency in charge of enforcing the National Labor Relations Act, which protects the rights of the U.S. workers in the private sector to organize unions and engage in free and fair collective bargaining. Unions, employers or individual workers who feel the Act has been violated may file charges with the NLRB. If an investigation shows the charges have merit, the NLRB files a formal complaint to be heard by an Administrative Law Judge.

Past Practice: A customary way of doing things, not written into the collective bargaining agreement. Past practices can sometimes be enforced through the grievance procedure if the practice has been longstanding, consistent, and accepted by the parties.

Per-capita tax: A payment, based on the number of members, from a local union to its international union or from a union body to the labor councils or federations with which it is

affiliated.

Permanent Replacements: Under current labor law, when employees engage in an economic strike, the employer has the right to hire permanent replacements. After the strike has ended, if there is no back to work agreement reached between the union and the employer, employees replaced during the strike are put on a preferential hiring list and must wait for openings to occur. However, in the case of unfair labor practice strikes, the strikers must be reinstated with few exceptions.

Picketing: Patrolling near an employer's place of business to publicize the existence of a strike or other labor dispute to encourage people to join the union or to discourage people from working for or doing business with the employer. (See Informational Picketing.)

PLCA: The Pipe Line Contractors Association negotiates and administers the National Pipe Line Agreements with the International Unions representing the four crafts of employees involved in pipeline construction.

Portal to Portal Pay: Pay adjustment to account for workers traveling long distances to get to a remote job site. Generally paid as a predetermined amount, as opposed to a mileage reimbursement.

Precedent: A finding, ruling, or decision that governs future grievances over the same issue even if the contract is silent on the matter.

Pre-hire Agreement: The employer agrees to hire union members or union referrals for the purpose of working on anticipated jobs during the contract period. A union and an employer typically sign a pre-hire agreement before the employer hires any employees and, therefore, in advance of any showing of union majority support. Under Section 8(f) of the NLRA, pre-hire agreements are allowed only in construction industry.

Premium pay: Additional pay for work performed on overtime or under particularly difficult, dangerous or undesirable conditions.

Prevailing wage: The hourly wage, usual benefits and overtime, paid to the majority of trades workers in a particular area. In the Davis-Bacon Act of 1931, all federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects. Little Davis-Bacon laws apply to state, county and municipality-funded projects in majority of States.

Project Labor Agreement: A comprehensive pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project.

Protected concerted activity: An occasion when two or more employees act together to improve

their terms and conditions of employment.

Raiding: An attempt by one union to induce members of another to defect and join its ranks.

Rat: A contractor that does not pay its workers area standard wages or provide them with area stand benefits (health care, retirement, etc.). A non-union contractor.

Ratification: Formal approval of a newly negotiated agreement by vote of the union members affected.

Re-opener: A provision allowing the renegotiation of specific portions of a collective bargaining agreement (e.g. wages or medical insurance) prior to the expiration of the entire agreement.

Representation Election: A vote conducted by an appropriate labor board or agency to determine whether a majority of the workers in a previously established bargaining unit wish to be represented by a given union.

Right-to-work laws: Statutes that forbid unions and employers to enter into agreements requiring employees to join a union and pay dues and fees to it in order to get or keep a job. A majority of states in this country have right-to-work laws.

Salting: When a worker secures employment at a non- union workplace with the ultimate goal of organizing the employees.

Scab (or Strikebreaker): An epithet used to describe a worker who refuses to join the union, or who crosses a union picket line and takes the job of a striking worker.

Scabby the Rat: A giant inflatable commonly used during strikes and other activity for the purpose of calling public attention to rat contractors.

Secondary boycott: A group's refusal to work for, purchase from, or handle the products of a business with which the group has no dispute. When used to influence the outcome of a labor dispute, it is considered an unfair labor practice.

Seniority: A term used to designate an employee's status relative to other employees in determining the order in which they will be considered for promotion, transfer, lay-off, etc. Most collective bargaining agreements calculate seniority by total length of service with the company, sometimes with consideration for length of service within a particular craft or department.

Service Fee: A monetary assessment of non-members of a bargaining unit used to help defray the union's costs in negotiating and administering a contract.

Shift differential: Additional pay for work regularly performed outside normal daytime hours. (See Premium Pay.)

Side Agreement: An agreement outside the main collective bargaining agreement. It usually covers gaps, or clarifies misunderstandings, and is considered enforceable.

Solidarity: A awareness of shared interests, objectives, standards and sympathies creating a sense of unity. Solidarity is based on the ties that bind union members together.

Steward: A union member responsible for handling problems on the job site, including grievances, between members and contractors, educating members on union policies and activities; and getting the members involved in the union. The steward is the backbone of the union.

Strike: The concerted withholding of labor from the employer; the refusal of the workforce to continue working for the employer unless certain terms and conditions are met. The strike is usually a tactic reserved for the last stage of collective bargaining, after all attempts to resolve the dispute have failed.

- **Economic Strike:** A work stoppage by employees seeking economic benefits such as wages, hours or other working conditions.
- **Unfair Labor Practice Strike:** Work stoppage when an employer commits an unfair labor practice.
- **Wildcat Strike:** A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Subcontracting clause: Limits how and to whom a contractor may subcontract phases of a project, with the objective of preserving bargaining unit's work. It usually mandates the signatory contractor to subcontract work only to other signatory contractors.

Successor Employer: An employer which has acquired an already existing operation and which continues operations in approximately the same manner as the previous employer, including the use of the previous employer's employees.

Surface Bargaining: A tactic whereby an employer meets with the union, but only goes through the motions of bargaining. Such conduct on the part of the employer is considered as a violation of the employer's duty to bargain, Section 8 (a) (5) of the NLRA.

Takebacks: Union benefits or favorable terms won in previous contracts which are lost in subsequent bargaining.

Trade union, or Union: Workers who organize a voluntary association to further their mutual interests with respect to wages, hours, working conditions, and other matters of common concern.

Trusteeship: The assumption of control over a local union by an international union or by the federal government under the RICO Act. Provided for by the Constitutions of most international unions, trusteeships suspend the normal governmental process of a local union and take over management of the local's assets and the administration of its internal affairs.

Unfair Labor Practice: Conduct prohibited by the NLRA regulating relations between employers, employees, and labor organizations.

Unilateral Change: Any change in the workplace an employer makes without the union's consent. The Board recognizes that an employer must bargain over all changes in hours and other working conditions with the employee's union. Generally, these changes must be bargained to impasse before a change is implemented.

Union density: The actual membership of a trade union as a percentage of the total possible membership.

Union election: An NLRA-regulated procedure of forming or joining a union, or decertifying an existing union. It consists of gathering support of the interested employees in the form of signing authorization cards, filing the election petition with the NLRB once 30 percent of employees in the bargaining unit have signed cards and conducting an election. To win the election, a side has to win 50 percent plus 1 vote. The union victory mandates the employer to recognize the union as the exclusive bargaining agent of the unit and to bargain in good faith towards reaching an agreement.

Union busting: Efforts by the employer (or lawyers and professional consultants hired by the employer) to make workers lose faith in, quit, or refuse to join unions.

Union label, or union bug: A stamp, emblem or other mark affixed to a product to certify it was made by union labor.

Union shop, or Union security clause: A contract provision requiring every worker covered by the Collective Bargaining Agreement to become and remain a member of the union as a condition of employment or to pay an equivalent fee. Also referred to as a closed shop.

Vesting: The length of time an employee must work to guarantee that his/her accrued pension benefits will not be forfeited even if employment is terminated.

Wall-to-wall Collective Bargaining: Organizing by a single union all of the employees of an employer rather than certain departments or crafts.

Weingarten Rights: The rights of employees covered by the NLRA to request union representation during investigative interviews if they reasonably believe that the interview could result in their being disciplined. Weingarten rules also guarantee the rights of union

representatives to assist and counsel employees during interviews that could lead to disciplinary action.

Wildcat Strike: A strike undertaken without official union authorization. Although not necessarily illegal, they are not necessarily protected by the NLRB.

Work-to-rule: A tactic used by workers to pressure management by scrupulously adhering to the letter of all company rules, safety regulations, contractual provisions, laws and other relevant procedures.

Yellow-dog contract: Now illegal, a Yellow Dog Contract is an agreement between an employer and an employee in which the employee pledges, as a condition of employment, not to join a union.

Zipper Clause: A contract clause which precludes any renegotiation of conditions covered in the contract during the life of the contract. It is designed to prevent an employer from trying to change the contract before the next round of bargaining.

The DC4 steward should have copies of all agreements for the job sites they are serving as a steward. DC4's Master Agreements can be found at www.dc4.org/collective-bargaining-agreements

The more you know about the Collective Bargaining Agreement you are working under, the less problems you will face, and the more effective steward you will be. *Thank you again for being a DC4 job site leader!*

