

TAMI

EDUCATOR

Update for Stewards Introductory Issue

WELCOME



Orienting New Workers

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Stewards learn early on that member commitment is one of the basic building blocks, if not the very foundation, of a strong union. Greater commitment leads to higher levels of participation in the union's work — and higher levels of commitment and participation lead to more effective organizing, bargaining, grievance resolution, and political action. Stewards can play a critical role in helping to build greater member commitment to the union, and there's no more important way to do this than to reach out to newly hired workers.

Research on how and why workers become committed to their unions has found that members' early experiences with their union are vitally important. The reality is that when new employees are hired into a unionized workplace, they often know little about unions in general, and even less about their new union in particular. What they see and learn in the first several weeks, the research shows, will influence how committed they are to the union for years to come. It's during this "just hired" period that stewards are in a unique position to make a positive first impression.

Make the Approach

The worker's first few weeks on the job provide a window of opportunity for union officers and stewards to present their organization in the most positive light. This can be done through new member orientation programs, through informal contacts between members and new employees, or both.

Some unions have established formal orientation programs for all new workers. These can take a number of forms, but all of them allow the union to meet with new workers right after they come on board and provide information about the benefits and services the union provides.

A second opportunity unions have to influence new member commitment is through informal contacts between new hires and veteran, pro-union workers.



These informal orientation opportunities differ from formal programs in that they usually are unplanned and involve one-on-one conversations, but they can be just as effective, and often are more effective, than structured orientation sessions.

The smart steward introduces him or herself as soon as a new employee appears on the scene. Remember that this may be the new hire's first exposure to the labor movement, so you should be prepared to explain some real basics about the role of the union, how it operates, and the steward's involvement in the process.

It's very important for the steward to approach the new employee without delay. Meeting the steward and hearing about the union the first day on the job — even in the first hour — sends the message to the new worker that the union is an important part of the workplace. If you wait a month, even a week, you may well be sending the opposite message.

Provide Written Materials

New hires who haven't been through a formal union orientation program should be provided written materials that describe the benefits and services the union provides. Consider giving the new

employee a copy of the contract, with emphasis on the role the union played in winning the pay, benefits, and other rights it contains. Stewards also should provide a business card with their name and contact information; a list of the local union's officers, their roles, and how they can be reached; and information about when and where the union meetings take place.

Take the opportunity of this initial meeting to make the new employee feel welcome and comfortable in the workplace. Remember, this person is in a new environment and probably does not know anyone. If they're like most people they'll be nervous and anxious to fit in. A friendly face who introduces them around and lets them know how things work and what to look out for will be greatly appreciated. Workers who think well of their steward tend to think well of the union and are more open to becoming more involved once they settle into the job.

If there is no union security clause in the workplace and the union must convince the member to join, this initial meeting also provides a chance to begin the recruitment process.

Invite to the Meetings

Finally, stewards should take advantage of this opportunity to invite the new hire to the next union meeting, as well as any social, recreational, or other events that might be on the union calendar. To make sure the new employee gets to the meeting, stewards can offer to give them a ride or accompany them, or find another union activist willing to do so.

The research on member commitment suggests that local unions can help build commitment among their membership by making sure that every new hire has a positive introduction to the union. There's no one in a better position to do that than you, their co-worker and steward.

—Paul F. Clark. The writer is on the Labor Studies faculty at Penn State University. More information on conducting formal and informal new member orientation programs, and on other strategies for building member commitment, can be found in his book, *Building More Effective Unions*, available from UCS at <http://www.unionist.com/book1.htm>

Defending Dues: The Bottom Line

There are a few things you can pretty much count on in this life: The sun will rise, the weather will change, you'll be older tomorrow than you are today... and a lot of union members will complain about having to pay dues.

There's nothing you can do about the sun, the weather or getting older, but at least you can do something about the dues beefs. This article will tell you how.

For starters, workers in a lot of union settings, long used to decent pay and benefits, may well have to be reminded of a couple of basics about what the law requires of their employers. Under federal law in the United States, an employer of hourly workers is only required to pay the minimum wage of \$5.15 per hour, and pay overtime — if any — at time and one-half for all hours worked over 40 in one week.

That, plus the requirement to provide workers compensation, Social Security and payroll taxes, is the limit of the employer's financial obligation to his workforce. The law doesn't require any health benefits, any pensions, any severance pay, any vacations. When it comes to workers' needs, the government is strictly hands off.



So the next time you hear a gripe about dues, help the complaining worker understand the true value of his or her contribution to helping the union run. Get them to take two minutes to do the math themselves, using the accompanying form, to determine the value of the wages and benefits negotiated by the union.

Look at Wage Increases

Another powerful way to evaluate the value of your contract is to compare your guaranteed wage increases to an increase in union dues.

It's best to do this with the situation in your own workplace, but for this example we'll use the situation for the tens of thousands of Communications Workers of America members at Verizon, the big phone company.

For a Cable Splicing Technician (Locality Wage Group B), the rate in the 2000-2003 contract was \$1,030 a week, or \$25.45 an hour, or \$ 4,462.48 a month. For workers earning this rate, dues amount to \$57.26 a month. Effective August 4, 2002, this classification rate increased to \$1,081.50 a week, or \$ 27.04 an hour, or \$4,685.60 a month. New union dues, meanwhile, will amount to \$60.84 a month. So, bottom line: Workers whose dues increased by \$3.58 a month received monthly wage increases of \$223.12.

How about it? Would you pay \$3.58 to make \$223.12? If your answer's not "yes," you better have your head checked.

The numbers will be different in your situation, but the lesson to be learned will be the same. Dues are a small investment with big returns. Next time someone starts complaining about union dues, make sure they understand how their dues investment pays off, big time, in every paycheck.

The Dollar Value of Union Dues

Current hourly wages \$_____, minus \$5.15/hour, = _____ multiplied by 2080 work hours a year, equals	\$_____
Daily overtime (over 8) or double time ("x" number worked in year)	\$_____
Evening/night differentials ("x" hours worked in a year)	\$_____
Health insurance (employer's annual contribution)	\$_____
Other insurance, such as dental, life, etc. (employers' annual contribution)	\$_____
Pension (employer's annual contribution)	\$_____
Employer contribution to other fringes (401K, etc.)	\$_____
Working conditions (work clothes, safety equipment, etc.)	\$_____
Other benefits (tuition, travel, etc.)	\$_____
TOTAL ANNUAL INCOME	\$_____

Subtract your annual union dues (which are tax-deductible!)	\$_____
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Bottom line:

The annual cash value of your union contract is \$_____

PLUS: Don't forget that your contract guarantees you will be paid for vacations, holidays, personal and/or sick days, maybe jury duty and bereavement leave. These are days you're paid for not working.

Fighting on the Job

If a worker wants to get into quick, serious trouble on the job, there's no better way than to get into a fight. It's a recipe for disaster. Not only can someone get hurt, but it can very easily cost the assailant his or her job.

In the best of all worlds a steward would be able to spot trouble coming and head it off — without risking getting punched in the process. But it's the exceptional steward who can always be in the right place at the right time, and then have the skills to keep tempers from flaring. The result is big trouble for the combatants and big headaches for the steward who has to do whatever's possible to save someone's job from going down the tubes.

What do you do when management's discipline for fighting is simply too harsh, when someone is unjustly suspended or fired? How do you create a defense when, so often, it appears as if a worker has fouled up? Fortunately, in somewhere between 60 and 70 percent of the cases before them, arbitrators either reverse or reduce penalties against workers disciplined for fighting. The cases that go to arbitration are those the union sees as having a chance of winning, of course, but that's still a high proportion.

In many of these cases, the employer simply messed up their handling of the case. They may have disciplined the worker before conducting an investigation. Maybe they didn't properly question all the participants or witnesses to the fight. Perhaps they may not have disciplined workers in a consistent manner, or the employer didn't take into account extenuating circumstances such as long service or a spotless prior record. Whatever the employer's failure, it may be enough to save a job — and give a worker another chance, hopefully with a new understanding of the importance of keeping a cool head.

Cases involving fighting seem to fall into three categories: those incidents where one worker attacked another with-

out provocation, cases where the discharged person was provoked into fighting someone else, and cases where the grievant was a victim of aggression. Some examples follow:

Unprovoked Aggression

Workers involved in cases where they've been charged with attacking someone else without provocation are the most likely to find themselves losing their jobs or facing suspension for long periods. However, even in these cases, the arbitrators still modify or reverse the discipline in a little less than half of the cases.

In one case, for example, an employee suddenly charged across the room, hit a fellow worker in the ear, and was fired. The arbitrator ruled that the grievant should be reinstated, but without back pay, because under the company rule, discharge was discretionary, the employer didn't take into account the grievant's unblemished past record, the grievant apologized immediately, and there was no indication the behavior would ever occur again.

In another case, though, an employee attacked a co-worker and was discharged for "unacceptable conduct" under the company rules. The employee was already subject to a last chance agreement concerning unacceptable conduct. The arbitrator upheld the discharge.

Provoked Aggression or Victim of Aggression

In an off-duty incident, a worker called a salaried person "a scab" while in a bar, and then hit him, leading to a 30-day suspension. The arbitrator decided the employee was not treated disparately, but reduced the suspension to ten days because the only similar case on record had resulted in a three-day suspension. The arbitrator said that the company had been lax in enforcing its rules.

In another case, a bus driver was fired for fighting with a passenger. It turned out that the passenger initiated

the violence by verbally harassing the bus driver, then punching him several times. The passenger then followed the driver off the bus and threatened to beat him up. The grievant defended himself by slapping the passenger's face and called his supervisor over to assist. The arbitrator reinstated the driver with full back pay and benefits.

Due Process

An employer must follow due process, including the careful investigation called for in the agreement, before discharging employees for fighting. An employee who fought with another worker won reinstatement in spite of having violated a company rule. Why? Because the company had failed to hold a pre-discharge hearing required by the contract, had failed to properly investigate surrounding circumstances in the dispute, and didn't consider extenuating factors and the employee's work record.

Another worker was reinstated after threatening a co-worker with a duct housing unit and screwdriver. The arbitrator said the company had not proven she threw the duct housing unit, she had a 12-year record with no discipline or threat of violence, and her co-worker did not appear at the hearing nor did she claim to have been intimidated.

Employers must send a clear message that workers will be punished if they get into fights.

Before arbitrators uphold a discharge penalty, however, they take into account the degree to which the grievant was involved in instigating the fight, the severity of the incident, and other extenuating factors. If they develop doubts as to any of the preceding considerations, they tend to reinstate, reducing the penalty to suspension, with or without back pay.

— George Hagglund. The writer is is professor emeritus at the School for Workers, University of Wisconsin - Madison.

Get Your Story Straight

Change can be good, like the seasons of the year, a new fall television lineup — even, sometimes, your teenager’s taste in music. But there are places where change can bring problems to all concerned, and one kind of change, in particular, can be a real headache for stewards: when a member’s story changes in the middle of a grievance battle.

You’ve probably been there: a worker is disciplined for, say, being late to the job. She insists she was on time, declaring that “five people saw me walk through the door at 8 a.m. sharp!”

But when you ask for the names of the five so you can build your case, the grievant may not be able to come up with them. Or, maybe a couple do remember for sure seeing the grievant come in on time... but when you file the grievance, and management asks the workers about the incident, they “think” they saw the grievant arrive on time but no, they “can’t swear 100 percent.”

Many a grievance, many an arbitration, has been lost because grievants or witnesses changed their stories. Here are a couple of recent cases where changing stories got people into hot water. They do a pretty good job of pointing out the need to do solid preparation of your people before they tell their tales.

The Cursing Inspector

Mike, a state plumbing inspector, was discharged after an argument with a contractor on a construction site. The discharge pleased the boss to no end: he’d wanted to get rid of Mike because he was a whistleblower.

So when the contractor complained about the argument, the employer jumped at the opportunity to take revenge. He accused Mike of cursing at the contractor. That’s not an unusual practice on a construction site, so the employer made the charge more serious

by accusing Mike as well of belittling the contractor, acting inappropriately, and then lying during the investigation.

In the days that followed the argument Mike had many occasions to describe what had happened on the site.

The problem was, every opportunity he had to describe what happened, his story changed a bit. The employer jumped on these inconsistencies to try to prove its charge that Mike had lied in the investigation.

Every lawyer tries to use inconsistent statements to attack a witness’ credibility. If grievants lack credibility, they stand little chance of winning their arbitrations.

Fortunately for Mike, the arbitrator found that the employer did not prove Mike engaged in unacceptable behavior on the construction site that day, nor had the employer proved he lied about the incident. Speaking to Mike’s changing stories, she stated that a “charge of dishonesty is very serious [but] requires proof of a conscious desire to deceive... Matters that do not constitute dishonesty include differences of opinion, estimates, misunderstandings, and lapses of memory.” She accepted the union’s argument that the witnesses may have differing accounts because they were not paying attention to details that seemed unimportant at the time. Mike did not change his story so much that he was no longer believed. She ordered him reinstated with full back pay.

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The Lost Day

In another case, the grievant wasn’t so lucky. Chuck was an employee who worked in the field. One day an all-day hearing was canceled and he marked eight hours of work on his time sheet. When questioned by his supervisor, he refused to take sick leave and had trouble accounting for his hours. When asked why he didn’t work on writing up orders of past hearings, he said, “I didn’t feel

like it.” He claimed that he drove, checked into his hotel and read paperwork for five hours.

In a written memo, he offered yet another excuse, he was sick: And then, at the arbitration hearing, came up with yet more explanations. He claimed that the short drive that day took longer because of bad road conditions. He also complained — for the first time — of allergies.

The arbitrator’s decision? “The Grievant’s story has grown and changed over time... the changes in the Grievant’s story, all of which buttress his position, seem surreal.” Chuck’s suspension was upheld.

Appearance Counts

More often than not, grievants are not lying. They are simply remembering new details, or trying to tell their story better than they told it the first time. But sometimes the truth isn’t good enough, if the end result is the appearance of lying and the loss of credibility.

Help grievants maintain their credibility:

- Sit down with the grievant before the employer’s investigation and go over what happened. Try to get the grievant to remember as many details as possible from the beginning.
- Take complete notes in the Weingarten interview and in any other interviews where you are present.
- Stress to the grievant that when the story is repeated, there should be no contradictions with what the grievant has said on previous occasions.
- Immediately before each retelling of the story is called for, warn the grievant that embellishing or exaggerating can be damaging later.
- Go over all prior statements with the grievant before the grievant repeats the story.

—Joel Rosenblit. The writer is a staff attorney for Oregon Public Employees Union, SEIU Local 503.

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OFFICE OF THE INTERNATIONAL PRESIDENT

To All IAM Educators

Dear Brothers and Sisters:

The work you are doing in your position as an Educator is vitally important to the future of the IAM. Getting our message out to stewards in a timely, effective and professional fashion is the key to the union's success.

Education is an essential element of everything we do as a trade union. The IAM is committed to provide quality education for the entire membership. This education will ensure the IAM will continue to grow in strength and size and be better prepared to confront the many challenges our membership will face in the future.

- As Educators we must always remember to:
 - RE-focus: Assess the union education in our districts and locals at the grassroots level. Evaluate what education is needed to strengthen the membership. The objective will be to motivate the membership to get more involved in union activities.
 - RE-vitalize: Education Committees are a vital part of a Continuing Education Program. This will allow the lodges to maintain an updated and on-going education program. We will coordinate our educational activities and update the programs as necessary.
 - RE-energize: Our overall training goal is to continuously educate our membership. This will open lines of communication to give us an opportunity to learn from each other as well as provide an understanding of basic unionism and the IAM's structure and services.

This will promote a level of activism that will benefit all IAM members.

With this in mind we will begin in October 2003 sending an edition of the Educator Update for Stewards to each IAM Educator six times a year. It will be your task to distribute these updates to each steward within your local. This will give you an opportunity to communicate with our stewards on a regular basis.

We know how busy you are with your job and family life and we greatly appreciate your willingness to take on these important tasks.

In Solidarity,

R. Thomas Buffenbarger

R. Thomas Buffenbarger
International President

