9-11-1976

Hood River Memorial Hospital Campaign Information (HRMH), 1976

Leonard C. Scott

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Hood River Memorial Hospital Campaign Information (HRMH), 1976

Abstract
Letter to Hood River Memorial Hospital employees with material against unionization (November 9, 1976). Attachments: Official announcement of the company to the employees about an attached Memorandum and Agreement by and between Retail Clerks Union, Local 800 and HRMH employees. Additional supporting material: A Personalized Bank-Book of Benefits For Valley Hospital Employees. A record entitled Negotiations: What is truth?. An example from a similar case entitled What the UAW did for Robertshaw Employees. Draft memos to fellow employees from the PAN American Gyro-Tex. The Constitution of International Union, United Steelworkers of America. Facts about Negotiations and The Teamsters. Newspaper clippings with related cases and other negotiation papers.
Fellow Employees:

We had hoped that the union would be straight with you during this campaign so that you could vote knowing the facts, but the union is grossly deceiving you and we must take action to stop it. The union has promised, or very cleverly implied, that all your problems will be solved if the union wins the election. They even went so far as to put out deception sheet #1, an attempt to lead you to believe that 43 items would be instantly yours if the union is voted in. Again, we had hoped that they would not stoop to these tactics, but they have. Their promises are just that – promises, and personally I have already seen enough of that over the last two months on TV listening to other politicians.

In order to stop this deception we have drawn up the attached "Guarantee Sheet". This is a binding legal document if the union organizer signs and dates it. Take it to him and see if he will convert his empty promises to written, binding guarantees. If he signs the guarantees, you know the union can and will do something for you. If not, what have you got? Nothing except empty promises and deception.

We will keep you updated on the real facts behind unions, and this union, during the time between now and the election. If you have questions about anything regarding the union, promises or rumors, please ask your supervisor or me to get straight answers.

Sincerely,

Don Kelter, Adm.
MEMORANDUM AND AGREEMENT
By and Between
Retail Clerks Union, Local 800
and
HOOD RIVER MEMORIAL HOSPITAL EMPLOYEES

In consideration of ________'s promise to sign an authorization card and/or join my union, I hereby make the following written guarantees:

1. I, ________________ , the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL (HRMH) will receive __________ percent or _______ cents per hour wage increase in the very first contract we negotiate with the Hospital.

Signature (union organizer) Date

2. I, ________________ , the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL will receive a shift differential of at least ______ for the P.M. shift and ______ for the night shift in the very first contract we negotiate with the Hospital.

Signature (union organizer) Date

3. I, ________________ , the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL will receive the following improved benefits which I have circled and initialed in the very first contract we negotiate with the Hospital.
(Circle and initial any one or all)

A. Dental Insurance  
B. Pension Plan (Paying $10.00 per month for each year worked)  
C. Retail Clerks Health and Welfare Plan.  
D. Employee discount of 50% of the non insurance paid balance.  
E. Disability insurance plan  
F. Malpractice insurance plan  
G. Life insurance  
H. Pro-rated vacation and sick time pay for part time employees.  
I.  
J.  
K.  
L.  

Signature (union organizer) Date
4. I, __________________, the union organizer guarantee employees at HOOD RIVER MEMORIAL HOSPITAL will receive:

- 3 weeks vacation at 5 years service.
- 4 weeks vacation at 10 years service

in the very first contract we negotiate with the hospital.

Signature (union organizer)  Date

5. I, __________________, the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL will receive 50% tuition reimbursement for medical classes taken, pay for all mandatory classes and a wage scale recognition for education in the very first contract we negotiate with the Hospital.

Signature (union organizer)  Date

6. I, __________________, the union organizer, guarantee that, if the union cannot deliver on any or all of the guarantees signed in items #1 - #5 above, that my union will implement those guaranteed improvements out of its own funds.

Signature (union organizer)  Date

7. I, __________________, the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL that they will not lose benefits in the very first contract we negotiate with the Hospital.

Signature (union organizer)  Date
8. I, ____________________, the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL that no employees of the union will be fired for just cause. If any employee(s) are fired and my union can't get them their jobs back, my union will guarantee their wages for a period of one year.

Signature (union organizer) ____________________ Date __________

9. I, ____________________, the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL that my union will not demand nor will it accept a union shop provision in the contract requiring that each employee in the bargaining unit join the union and continue to pay all dues, fines and assessments or be fired.

Signature (union organizer) ____________________ Date __________

10. I, ____________________, the union organizer, guarantee employees at HOOD RIVER MEMORIAL HOSPITAL that if the Hospital in exercising its legal rights, refuses to grant any or all of our demands and the union calls a strike that my union won't "cop out" but will guarantee that:

A. You will be provided with a sum equal to State Unemployment that you will not receive since you are out of work due to an economic strike.

Signature (union organizer) ____________________ Date __________

B. Striking employees will not be permanently replaced by new hires and/or returning strikers.

C. You will receive $ ______ per week for ______ weeks as strike benefits after any strike begins.

Signature (union organizer) ____________________ Date __________
D. The union will provide medical insurance benefits to you if the hospital exercises its right and stops paying the bill while you are on strike.

Signature (union organizer)  Date

11. I, __________________________, the union organizer, to show my good faith, guarantee that if my union can't make good on its promises to HOOD RIVER MEMORIAL HOSPITAL employees, I will donate my entire salary from the union for the next twelve months to a fund for HOOD RIVER MEMORIAL HOSPITAL employees to be distributed equally among those of you who relied upon my false promises.

Signature (union organizer)  Date

12. I, __________________________, the union organizer, guarantee that my union will be liable for any promise I make to you to get your vote.

Signature (union organizer)  Date

Wherefore, I the union organizer, am an authorized agent of the retail clerks international union and hereby subject my union to a damage action by HOOD RIVER MEMORIAL HOSPITAL employees for breach of guarantees I have just made and signed.

Signature (union organizer)  Title  Date

In consideration for the union organizer's signed and dated guarantees above, I do hereby pledge to sign a union authorization card and/or join the union.

Signature (employee)  Date
YOUR PERSONALIZED BANKBOOK OF BENEFITS FOR VALLEY HOSPITAL EMPLOYEES
YOUR "HIDDEN" PAYCHECK

In addition to your regular paycheck, VALLEY HOSPITAL provides you with many outstanding fringe benefits without cost to you. The following is a listing of those benefits which can be calculated. These are like "extra paychecks" that VALLEY HOSPITAL pays you based on an average wage rate of $4.25 per hour (which is well below our average rate).

<table>
<thead>
<tr>
<th>BENEFITS</th>
<th>ANNUAL COST</th>
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<tbody>
<tr>
<td>Medical and Life Insurance (including 50% of Family coverage)</td>
<td>$730.00</td>
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<tr>
<td>Paid Sick Leave</td>
<td>$408.00</td>
</tr>
<tr>
<td>Paid Holidays (Eight)</td>
<td>$272.00</td>
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<tr>
<td>Paid Vacation (2 Weeks)</td>
<td>$340.00</td>
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<tr>
<td>Paid Breaks</td>
<td>$368.33</td>
</tr>
<tr>
<td>Social Security</td>
<td>$517.14</td>
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<tr>
<td>Unemployment Insurance</td>
<td>$174.00</td>
</tr>
<tr>
<td>Workman's Compensation Insurance</td>
<td>$133.00</td>
</tr>
<tr>
<td><strong>Total Cost Per Employee</strong></td>
<td><strong>$2,942.47</strong></td>
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</tbody>
</table>

This figures is 33.2% of the annual base salary and is in ADDITION to your regular wages.

This represents an additional $244.57 per month, or $1.41 per hour in "Hidden Pay" which does not include benefits not calculated shown on the next page.
SOME OTHER ADDITIONAL FRINGE BENEFITS PROVIDED TO YOU, BUT NOT COSTED OUT

1. Funeral Pay (3 days)
2. Shift Differential
3. On Call Pay
4. Call In Guarantee
5. Report Pay Guarantee
6. Jury Duty Pay
7. Malpractice Insurance
8. Premium Pay For Overtime
9. Pro Rata Benefits (Vacation, Holiday, and Sick Leave) For Part Time Employees
10. Operation Speakeasy
11. Promotion From Within
12. Job Posting
13. Cafeteria and Lunch Facilities
14. Formal Grievance Procedure
15. Seniority
16. Leaves of Absence
17. Re-employment Policy
18. Free Parking
19. Educational Assistance
20. Inservice Education
21. Pharmacy Discount (10% over cost)
23. Military Leave
24. Annual Physicals
25. Vacation Pay On Termination
26. Performance Reviews
27. Scheduled Salary Step Increases
28. Bulletin Boards
29. Credit Union
30. Hospital Picnic
31. Christmas And Other Parties
32. Sick Leave Payout
NEGOTIATIONS: WHAT'S THE REAL STORY?

The OPEIU has been making lots of promises and claims about negotiations and what will happen if the union gets in on March 18. Your hospital is concerned about the Credibility of the union because again, the OPEIU isn't being honest with you. So again, we must shift from emotionalism back to the facts.

FACTS ABOUT NEGOTIATIONS

As we told you earlier, if the OPEIU gets voted in on March 18, 1977 the hospital would be required to only do two things:

A. Recognize the OPEIU for whichever voting group ("A" or "B") that voted for the union.

B. Negotiate in good faith with the union.

Negotiations would not start on the premise that the union will merely add new benefits and higher wages. Under the law, negotiations would start from scratch. Salaries, benefits and working conditions you have now would be up for grabs and subject for negotiation. The National Labor Relations Act does not protect employees from losing in negotiations. This point has become crystal clear since we passed out the guarantee sheets, not only has the OPEIU not signed any guarantees, the OPEIU has openly admitted they can't guarantee you anything. In fact, the OPEIU cannot even guarantee that a final agreement and a contract will even be reached. The OPEIU cannot make Sharp Hospital do anything it does not wish to do, as the hospital has a legal right to reject any union proposal it does not wish to agree to. It can and does happen that employees wind up with less than they had.

In negotiations the OPEIU can only accept or reject the final offer the hospital makes in negotiations, and if that offer is repulsive to the union they have only three alternatives:

A. Back down and accept the hospital's final offer (OPEIU did exactly this 3 years ago when they copped out on El Cajon employees)

B. Walk away and leave the employees "holding the bag". (OPEIU just did this to employees at Western Medical Group).

C. Call for a strike.

If the OPEIU backs down and accepts, not only are you stuck
with that contract, like it or not. But: you are going to spend between $96 and $120 a year in union dues for a bunch of empty promises.

Let's talk about what the OPEIU did to employees at Western Medical Group, right here in San Diego. (The OPEIU has been hoping you wouldn't find out about this one).

Western Medical Group is a group of seven Doctors offices on Euclid Avenue in San Diego and has approximately 30 employees. The OPEIU got voted in almost exactly one year ago on (March 25, 1976).

The employees of Western Medical Group got the same kind of promises from the OPEIU that they have been making to you:

- More wages
- Higher benefits (Medical Coverage and Dental)
- Job security
- And "quality representation"

Negotiations with OPEIU began on May 28, 1976 and continued on for several months. One of the big issues in negotiations was Western Medical Group's merit pay plan. The OPEIU demanded that the employer junk the merit plan and give "cost of living raises", the union also demanded a union shop clause, requiring employees to pay dues to the union to keep their jobs. After several months of negotiations the OPEIU removed its original negotiator Joe McGee, and he was replaced by Bruce Groulx, trustee of Local 443. The union also asked for help from the Federal Mediation and Conciliation Service. Since Western Medical Group had exercised its legal rights by rejecting the union demands it did not wish to agree to, OPEIU in desperation threatened a strike.

During the next negotiation session the employer gave the union another proposal which did not include a change in the Merit System. At the next meeting the OPEIU "copped out" on the employees and agreed to the Merit plan and gave up its demand for cost of living.

Western Medical Group gave the OPEIU its "final offer" on November 3, 1976.
What did the union do? OPEIU filed unfair practice charges with the NLRB alleging the employer was bargaining in bad faith. The NLRB investigated the union's claims and rejected the union's claims.

Since the employer's "final offer" was repulsive to the union; OPEIU TOTALLY COPPED OUT on Western Medical Group Employees and WALKED AWAY leaving these employees "holding the bag" with no contract.

Let's Review the FACTS

1. OPEIU "promised" more wages, more benefits and a union contract to get voted in.

2. OPEIU "promised" to get rid of the Merit Plan but "copped out" and agreed to no change.

3. Employees got "O" increase in wages and benefits as a result of voting in the OPEIU.

In fact since OPEIU walked away in December 1976, the employer has been prohibited from changing wages or benefits until March, 25, 1977 or one year from the election. The OPEIU could have filed a "disclaimer of Interest" with the NLRB, so the employees could have gotten a wage increase, but OPEIU hasn't done it. Result: the employees lose again.

The employees of Western Medical Group found out from first hand experience how the OPEIU delivers on its promises.

DO YOU WANT THE OPEIU TO DO THIS TO YOU?

Now let's talk about a subject the OPEIU has been avoiding from the very beginning:

FACTS ABOUT STRIKES

Strikes are economic battles that are won or lost on the relative strength of the parties involved. A union's strength is directly related to its paid membership and the amount of money it has in the bank. (Remember the union's financial statement we showed you). Strikes are called by unions not the hospital. Strikes are a real part of the everyday labor scene and we have had some big strikes right here in San Diego in which employees came out on the short end and lost:
1. Solar Industries had a 17½ week strike a year and a half ago. This strike was over more money and increased benefits. After 123 days on the picket line the union "copped out" and came back to work with "0" increase for long strike. There was also a great deal of violence on the picket line; people were arrested by the police and sent to jail and the union got fined by the courts. Some of our employees were affected by this strike, ask them, they saw it happen.

2. Campbell Industries also had a long strike last year. Again the strike was over more money and benefits. This strike lasted for 4½ months and just like at Solar there was violence. People were arrested and again the union was fined by the courts. After the strike was over Campbell employees really got a surprise from the union. Not only did the union settle for less than the company had offered before the strike, but the union gave away benefits employees already had. Campbell employees found out the hard way that employees can lose and wind up with less than they had.

3. Yellow Cab here in San Diego just had a strike. Here striking drivers were permanently replaced by new hires, which the union was powerless to prevent.

Now let's cover the points the OPEIU has not been honest and told you about:

A. Employees cannot get unemployment compensation while out on strike.

B. Employees on strike can be permanently replaced by new hires (We attached a newspaper clipping where it happened to the Teamsters perhaps the strongest union in the country.)

C. Who would pay for your fringe benefits such as hospitalization and life insurance if you were on strike? The union? Or would you be stuck with the bill? ASK THE UNION.

D. Would I get any strike pay from the Union to make up for my lost wages? OPEIU's "promise" of $20 a week if you picket and if its approved by the International certainly won't buy too many groceries, let alone pay the rent.

E. What would a STRIKE cost me in lost wages? (See the attached Strike Cost Computer)
F. Another point about strikes that the OPEIU has conveniently forgotten to tell you is that if the OPEIU takes you out on strike and you are on the picket line, losing wages, the OPEIU Organizers are still getting their paychecks while you aren't.

Another question that we have been asked, is that if the OPEIU gets in, can the hospital continue to meet with employees and communicate to them concerning wages, hours and conditions of employment as we have been? The answer would have to be No; the hospital could no longer initiate discussions with employees individually or in groups to discuss their problems. Instead, the hospital would deal exclusively with the OPEIU on such matters, notwithstanding what the employees themselves might want. Whatever was agreed to with the OPEIU would be enforced for all employee whether they liked it or not.

Lastly another rumor that has been circulating around the hospital is that Sharp Hospital is running scared or is afraid of the OPEIU. Sharp Hospital is not afraid of the OPEIU in the least. What we are worried about is what the OPEIU can do to Sharp employees. We don't believe that power, conflict, hard bargaining and strikes work to anyone's advantage. We would prefer to solve our problems with understanding, hard work and patience rather than the unions way of power and conflict. When problems are dealt with on a basis of power, more often than not there is a winner and a loser. Some employees in San Diego found this out the hard way (Western Medical Group).

Sharp Hospital does not claim to be perfect or that there are no problems at our hospital; we do claim that OPEIU has nothing to offer as to the effective solution of our problems.

Vote No – March 18 –
EDISON — After striking nine weeks, about 60 members of Teamsters Local 307 employed by the American Hospital Supply Corp. in Raritan Center have found themselves out of a job.

With evidently few exceptions, striking union workers, hourmen and truck drivers were notified by American Hospital Supply that they were laid off only days after they voted May 16 to accept the company's contract offer.

Warren Mangin, Jr., attorney for the 10,000-member Local 307 and son of its president, confirmed this week from Long Island City that the majority of workers had been laid off as soon as they returned to work.

Quirk of law

Mangin, who was reluctant to talk about any aspect of the strike, said that it is a "peculiar quirk of the law" that an employer can hire permanent strike replacements in place of striking employees.

He said that replacements cannot be displaced by returning union members.

"This is apparently the position," he added, "that the National Labor Relations Board has taken."

Strike replacements were hired by American Hospital Supply soon after the strike began March 20.

Jobs filled

By the third week of the action more than 50 of the approximately 70 jobs formerly held by strikers had been filled by new, non-union employees and returning strikers — seven of whom reportedly returned to work before the nine-week long strike was over.

Shop steward Pat Fogarty of Jackson, was one of the men laid off last week.

He said he received a letter May 19 from American Hospital Supply saying that he was being laid off "until further notice."

The letter, which carried no date, was signed by Thomas Funkhauser, vice-president of American Hospital Supply, and Thomas J. Jackenherg, vice president of scientific Products Division.
### YOUR STRIKE COST COMPUTER

Assuming an average wage of **$4.03** (Which is much less than our Average)*

<table>
<thead>
<tr>
<th>WORKING DAYS ON STRIKE</th>
<th>* EARNINGS LOST</th>
<th>YEARS TO MAKE UP STRIKE LOSSES ASSUMING FOLLOWING IMPROVEMENT IN WAGES AS A RESULT OF STRIKE</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>NO IMPROVEMENT</td>
</tr>
<tr>
<td>5 Days</td>
<td>$ 160.00</td>
<td>Never</td>
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<tr>
<td>10 Days</td>
<td>$ 320.00</td>
<td>Never</td>
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<tr>
<td>15 Days</td>
<td>$ 480.00</td>
<td>Never</td>
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<td>20 Days</td>
<td>$ 640.00</td>
<td>Never</td>
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<td>30 Days</td>
<td>$ 960.00</td>
<td>Never</td>
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<tr>
<td>60 Days</td>
<td>$1,920.00</td>
<td>Never</td>
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<tr>
<td>90 Days</td>
<td>$2,880.00</td>
<td>Never</td>
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<tr>
<td>270 Days</td>
<td>$8,640.00</td>
<td>Never</td>
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</table>

* Based on 2,000 hours per year
* DOES NOT INCLUDE OVERTIME EARNINGS.
NEGOTIATIONS: WHAT'S THE TRUTH?

The UE in its desperate attempt to get in at our plant, has been making lots of promises and claims about negotiations and what will happen if the UE gets in. We are concerned about the credibility of the UE, because AGAIN, the UE isn't being honest with you. So again, we will shift from the UE's emotionalism to the FACTS.

FACTS ABOUT NEGOTIATIONS

If the UE gets voted in on September 2, 1977, Redi-Rain would be required to only do two things:

A. Recognize the UE as your bargaining unit;
B. Negotiate in good faith with the UE.

Here are some facts about negotiations the UE has not been honest and told you about.

FACT: Under the law, negotiations would start from scratch; Negotiations would not start with the idea the UE would merely add new benefits and higher wages.

FACT: Salaries, benefits, and working conditions you have now would be up for grabs and subject for negotiations.

FACT: The National Labor Relations Act does not protect you from losing in negotiations.

FACT: The UE cannot even guarantee that a final agreement and a contract will even be reached.

FACT: Redi-Rain has a legal right to say NO!! to any UE demand we do not wish to agree to.

The UE is like any other union, as they have given away employee benefits in negotiations for a union shop clause and checkoff clause. (A union shop requires you to pay dues to the UE each month to keep your job.)

In negotiations, the UE can only accept or reject the final offer Redi-Rain makes in negotiations, and if the UE doesn't like the final offer, they have only two alternatives:

A. Back down and accept the company's final offer;
B. Call a strike.

If the UE backs down and accepts, not only are you stuck with that contract, like it or not, but: You are going to spend a minimum of $108 a year in union dues to find out what the UE's promises were really worth - A BIG ZERO.

To show you what can happen when employees believe union promises of "Pie in the sky" and "more for all," let's look at what happened at Hooker Headers over in Ontario. The Steelworkers Union (The Steelworkers are a lot tougher than the UE) got voted
in by promising a big wage increase and more benefits. After negotiations were finished, boy did the employees get a real surprise from the union—they ended up with less than they had before the union. Not only that, they had to pay union dues to get less than they had before the union. Just last week, Hooker employees "booted out" the union after 15 months of suffering. Hooker employees found out the hard way what union promises are worth—NOTHING!!

FACTS ABOUT STRIKES

Strikes are economic battles that are won or lost on the relative strength of the parties involved. The union's strength is directly related to its paid membership and the amount of money it has in the bank. A close look at the UE brought some interesting information to light:

FACT: THE UE IS LOSING MEMBERS BY THE THOUSANDS.

<table>
<thead>
<tr>
<th>UE Membership</th>
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<tbody>
<tr>
<td>1950's approx. 600,000</td>
</tr>
<tr>
<td>1974                       80,000</td>
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<tr>
<td>1976                       60,000</td>
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</tbody>
</table>

THE UE HAS LOST ALMOST 54,000 MEMBERS IN 20 YEARS. Is the UE a strong, growing union??

FACT: THE UE IS GOING BROKE.

The U.S. Department of Labor reports the UE dues income:

It went
From: 1975 $3,805,502
To: 1976 $3,431,964

And in 1976 there was a big dues increase to try and make up for losses due to the rapidly declining membership.

AGAIN: IS THE UE A STRONG GROWING UNION?

Now, let's cover some points about strikes the UE has not been honest and told you about.

A. Employees on strike DO NOT get Unemployment;

B. Employees on strike can be permanently replaced by new hires (we attached a newspaper clipping where it happened to the Teamsters, perhaps the strongest union in the country);

C. Your fringe benefits would stop! If you have to go to the hospital, who would pay the bill? The UE? Or would you be stuck with the bill?
   ASK THE UE.

D. What would a strike cost you in lost wages? See
the attached Strike Cost Computer!

E. Another point the UE conveniently forgot to tell you is how much the UE will pay you in strike pay. Ask the UE, and see if you get a straight answer or just some "fancy footwork."

F. Lastly, the UE also forgot to tell you that if the UE takes you out on strike and you are on the picket line losing wages, the UE Organizers are still getting their paychecks while you are not!

We thought the UE Organizers would be honest and tell the truth, but apparently they didn't think you would find out. We doubt if you would have heard the other side of the coin if we had stayed silent.
A UNION'S REVENUE COMES OUT OF YOUR PAYCHECK!

<table>
<thead>
<tr>
<th>Unions Cannot</th>
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<td>. Guarantee you more money</td>
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<td>. Cure equipment problems</td>
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<td>. Cure space problems</td>
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<td>. Solve communication problems</td>
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<td>. Guarantee job security</td>
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<td>. Prevent discipline or discharge</td>
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<tr>
<td>. Guarantee other employees will do their jobs</td>
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<tr>
<td>. Tell your supervisor what to do</td>
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<tr>
<td>. Collect monthly dues from members</td>
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<td>. Collect initiation fees from new members</td>
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<td>. Fine a member for violations of union rules</td>
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<td>. Levy special assessments against members whenever the union needs money</td>
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<tr>
<td>. Be difficult to get out once they are in</td>
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<td>. Require members to follow their bylaws and constitution or be fined</td>
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<td>. Show favoritism to a chosen few</td>
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<td>. Create problems and political unrest</td>
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<td>. Deprive you of your freedom to speak for yourself</td>
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<td>. Cause strikes at the Egg Store</td>
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<td>. Provide jobs at the Egg Store</td>
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<td>. Provide money for equipment, expansion or supplies</td>
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<td>. Pay your salaries</td>
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<td>. Pay your benefits</td>
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<td>. Provide quality service to the customers</td>
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<td>. Provide job security - not even for their own employees</td>
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<td>. Really care about you</td>
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<td>. Really care about their revenue and their salaries</td>
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<td>. Care about you to the extent they generate revenue from you</td>
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<td>. Mislead and make false promises to employees</td>
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<td>. Use your money to gain other employee's money</td>
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<td>. Attempt to create emotional issues in a campaign so that employees won't be objective when they vote.</td>
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<td>. Attempt to turn you against your Company and create insecurity.</td>
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Why are TWO (2) unions spending money trying to "represent" our employees?

Are they anxious to help you or HELP THEMSELVES?

Express your opinion thru the ballot box on December 5th and:
WHAT THE U.A.W. DID FOR ROBERTSHAW EMPLOYEES

(This may be the most important material you read before you vote.)

The U.A.W. is obviously concerned about its strike record. Just this past week they put out two handbills trying to make you believe strikes are a democratic process. The fact is, their strike record is a BAD one! They have had 334 reported strikes in less than three (3) years. One of those strikes occurred right here in Anaheim at Robertshaw Controls. The U.A.W. made promises to Robertshaw employees to win their votes. The U.A.W. also told Robertshaw employees they would make the decisions affecting them. We have attached the handbill the U.A.W. gave Robertshaw employees just prior to their vote. Look familiar?

So, let's look at what the U.A.W. said would happen--and what did happen. After losing a first election at Robertshaw 18 months before, the U.A.W. won the second election in July of 1973 by a vote of 85 to 53. Robertshaw employees got the same kind of promises from the U.A.W. they have been making to you:

- More wages
- The U.A.W. pension plan
- Maternity coverage
- Dental coverage
- They even said they would get the jobs of several supervisors.

Negotiations began the first of August 1973 and continued without progress until late March 1974, 8 months later. During that entire period, employees got no improvements in wages and benefits and did not know what was going on. The U.A.W. did not call its first meeting with employees until March, even though the U.A.W. promised regular employee meetings. At this meeting the company's offer was not explained to employees—they were just told to vote it down. The U.A.W. took its "democratic strike vote" (Employees who resisted were singled out and pressured) and the strike began.

The U.A.W.-Robertshaw strike started on April 1 (April Fool's Day) and lasted for TWENTY-FIVE (25) weeks. (175 days). During this 25 week strike there was violence on the picket line (windows broken, tires slashed, rocks thrown, etc.) and mass arrests by the police. Things got so bad the National Labor Relations Board went to court and got a restraining order to stop the violence. The U.A.W. was found guilty.

Out of the company's 150 employees, 40 crossed the picket lines and came in to work. The company also exercised its legal right and hired Permanent replacements—(150 were hired during the strike). The Union tried to get unemployment for those on strike, but failed as strikers cannot collect unemployment.

During the entire length of the strike the company operated "business as usual". In fact, production increased during the strike.

Finally, in August, knowing that the U.A.W. was whipped, Mr. Jerry Whipple, U.A.W. Region 6 Director, called Robertshaw's president and begged for a meeting. At this meeting, Mr. Whipple promised to end the strike...
without a contract. Mr. Whipple's promise didn't work out, and the strike went on.

In September, Mr. Whipple again asked for a meeting. He again promised to send the strikers back to work without a contract. The strike was finally over 25 weeks later. The U.A.W. copped out on the employees and ended the strike without any wage or benefit improvements in the fourteen (14) months from the time the union got in.

Employees at Robertshaw realized they had been sold "down the river" by the U.A.W. and circulated a petition to boot the U.A.W. out! The U.A.W. quickly agreed to a "Sweetheart Contract" to block the employees efforts to decertify them. Employees soon learned that it was easier to get into the U.A.W. than out of it. They got a firsthand look at how the U.A.W. really operates!

**LET'S REVIEW THE FACTS**

1. The U.A.W. promised "more" wages, pensions, and insurance to get voted in.

2. Employees got no wage or benefit improvements as a result of voting the U.A.W. in from July 1973 until June 1975 (almost two years).

3. Many employees lost wages they will never make up as a result of the 175 day long strike (we have attached the statistics on lost wages).

4. Many employees who were permanently replaced during the strike never did get their jobs back!

5. When employees tried to get rid of the U.A.W. to end this period of self-sacrifice, the U.A.W. quickly accepted a "Sweetheart Contract" that blocked decertification, and gave employees:
   
   a. A 10¢ wage increase effective for the first time in June 1975. (And remember the U.A.W. criticized our wage increases averaging from 17 to 29 percent).
   
   b. A 3% increase effective December 1975 (That's about 9¢ for an assembler and 16¢ for an assembler and 16¢ for a Tool & Die Maker).
   
   c. A 3% increase effective December 1976.
   
   d. No wage increase in 1977, and none until the contract expires in March 1978.

From the time the union was voted in until their contract expires in March 1978, assemblers averaged a 5¢ wage increase per year; and their highest classification; Tool & Die Makers averaged wage increases slightly over 8¢ a year. (At Robertshaw, Tool & Die Makers current top wage is $5.53 an hour. By comparison, TEKFORM Tool & Die Makers' top wage is $7.60 an hour!)

**DO YOU WANT THE U.A.W. TO DO THIS TO YOU?**
WHAT ROBERTSHAW EMPLOYEES LOST
and What They Will Never Make Up

(Assuming an average wage of $3.00 per hour)

<table>
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<tr>
<th>Working Days Lost</th>
<th>125 Days (1000 working hours)</th>
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<tr>
<td>Wages Lost</td>
<td>$3,000 (1000 hours x $3.00 an hour)</td>
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Wage Improvements as a Result of Strike that ended September 1974

NONE

Time It Will Take To Make Up Lost Wages

NEVER WILL MAKE IT UP since they got no wage increase for striking

Even if we were to include the 10¢ an hour increase that was granted nine (9) months after the strike was over, it would take employees 15 years to recover their lost wages.
WASHINGTON—There is a lot of talk that American unions are seriously considering organizing members of the Armed Forces. Rumor has it that the unionization of military personnel will begin at the end of the year.

I can't see anything wrong with this, except that if the unions in the military get into job classifications it may be harder for our soldiers, sailors and marines to fight another war.

Had our fighting boys been organized during World War II, this is what might have happened.

The scene is aboard a battleship. It has been hit by the Japanese and several sailors have been knocked out of action.

A chaplain realizes the seriousness of the situation and starts passing shells to the gunners as he sings, "Praise the Lord and Pass the Ammunition."

The shop steward comes up to him. "I'm sorry, Padre, but you can't pass shells to the gunner. You're not a member of the Ammunition Carrier's Local No. 4."

"But," the chaplain says, "there aren't enough men to pass the ammunition so we'll all be free."

"That's the Navy's fault. They didn't hire enough carriers. By passing shells to the gunners you are taking a job away from someone who needs it. The union rules specifically say that chaplains must pray and that's it."

"All right, give me my Bible and I'll start to pray."

"I can't touch your Bible. Only members of the Boatswain's Union can move a Bible from one place to another."

"Oh, for God's sakes. All right, I'll sing, 'Praise the Lord and Pass the Ammunition.'"

"I'm sorry, Padre, if you're going to sing, you'll need at least 10 musicians, and since this action is taking place at night they will have to be paid overtime after midnight."

"We're at General Quarters. Where am I going to get 10 musicians?"

"You can use a phonograph, but you'll have to pay for a standby orchestra."

"It doesn't seem to make any difference," the chaplain says, "we're sinking. I'm putting on my life jacket."

"You can't put on your life jacket, Padre. Members of the Deckhand Dressers' Guild are the only ones who can put on your life jacket for you."

"When the ship sinks, is it all right to swim?"

"Yes, but if you get into a lifeboat you can't row. That job classification has been given to the Pastry Chefs' Local 135."

The soldiers may also find themselves in trouble. Cpl. Barney McNeil is manning a machine gun at Bastogne. As each wave of Germans attack, McNeil fires away, dropping them in their tracks. Sgt. Roy Bender, shop steward for the Machine Gun and Mortar Firemen's Union, crawls over to him.

"What do you think you're doing, Barney?"

"I'm killing Germans," Barney says, letting another blast go.

"You're killing too many Germans!" Bender shouts at him. "Slow up or the other guys will think you're an eager beaver. Our contract says we're not supposed to kill more than 10 Germans a day. I can see a hundred bodies over there."

"But dammit, we have to win the war," Barney protests.

"Listen, you dope, if you kill 100 Germans in an hour the Army will expect us all to kill 100 Germans in the same time. Relax, go have a cigarette or get into a crap game somewhere. In an hour we'll go into overtime and then you can kill some more Germans if you want to."

"Bull... I'm going to win me a Congressional Medal of Honor," Barney says.

"You try it and I'll bring you up on charges with the union board. They can fine you three months pay for winning a medal and making the rest of us look bad."

"Here they come again!" Barney says, taking the horizon with bullets.

Sgt. Bender is hit in the shoulder by a German fragment. "I'm hit, Barney! Stop the bleeding."

"I'm sorry, Sarge. If I touched you the Corpemen's Union would never forgive me."
Workers join firm's owners in criticism of NLRB ruling

Workers at Tri-City Linen Supply Co. in Riverside have joined the firm's owner in criticizing a National Labor Relations Board ruling that the owner unfairly tried to persuade his workers not to join the Teamsters' Union.

Six drivers for the firm made a joint statement also criticizing the Teamsters for making what they said were promises about the benefits of unionization that were not kept.

"We felt the judgment was very unfair to Tri-City, especially after the union got its foot in the door, promised us so many things and couldn't fulfill them," one of the drivers, Dana Owen, said later.

He indicated that the drivers have not yet ascertained the procedures by which a new NLRB election might be called in which they might vote the Teamsters out as their bargaining agent.

James Peisssero, business agent for the Teamsters' Sales Drivers and Dairy Employees Local 166 in San Bernardino, said he thinks the charges are unjustified, and cited the NLRB ruling as support for his belief.

The NLRB ruling, released March 16, said the owner of the firm, Frank Clfu, engaged in unfair labor practices by threatening to sell the business if employees voted to join a union. Clfu subsequently charged that the Teamsters lied to workers about the benefits they would receive if they joined the union, but the NLRB overturned the charge.

In an NLRB election among about eight drivers at the firm last May, the drivers voted to join the Teamsters.

The NLRB ordered the Teamsters local recognized as the workers' bargaining agent, and Peisssero said he plans to meet with the employees soon to discuss terms for contract negotiations.

Owen and other drivers, however, said they no longer want to be represented by the union, and that the type of contract they expect to receive under union representation will cost them $10 or more a week in pay.

"Whatever is negotiated between the owners and the Teamsters, I'm not going to sign," said another driver, Ronald Miller, of Riverside.

The drivers said Clfu did not know they planned to criticize the ruling and the union, and Clfu said he had no role in it.

ANOTHER VOTE

Editor, Press and Enterprise:

We the route drivers of Tri-City Linen are writing this letter regarding your article about the National Labor Relations Board's decision toward Tri-City Linen and the Teamsters Union.

... Although we did vote at one time to accept the union, we were told at that time we would have an industrial contract which would have meant a $50 a week raise in pay. At that time it sounded very encouraging, so by a slight margin, we voted the union in. Once the union thought they had their foot in the door, we were told we could not have an industrial contract, but we had to have a linen contract, and thus we were deliberately misled. At this time having a linen contract would mean a loss of $10 to $60 a week, plus union dues. Drivers are earning an average of $250 a week for a four-day week.

Anyone in their right mind would be crazy to accept the union, especially since they lied their way in... we the drivers believe that the NLRB's decision to allow the union to go ahead should be stopped and have another vote, which we believe it is our right due to the union's falsifying the contract we were promised...

DANA OWEN
RONALD MILLER
JIM CUNNINGHAM

Riverside
MEMO TO: Fellow Employees

FROM: Bryan Dowling

DATE: May 17, 1977

As we stated before, we had hoped that the union and its employee "mouthpieces" would be honest with you and tell you the whole story. But - this is not what is happening! The union and especially its "mouthpieces" are still using fear and emotionism (words like SCAB and RAT). They tell you that "you are the union" and "you will control your situation". These statements are FALSE! Belonging to this union is like hooking up with "BIG BROTHER" and I thought we still had seven years left until 1984.

In the hurry to stampede you into the union camp, some of the very major FACTS about this union have either been overlooked or "covered up". Why haven't these "mouthpieces" shown you or told you about the rules and control you will be under if "their union" is voted in? The Steelworkers, just in one document - the Constitution of the International Union, has 97 pages of rules, proclamations, and regulations that you must follow if you join. If you don't follow the rules (and not knowing the rules is not an excuse), you may get to know these sections very well:

- Article 11 Sec. 2 Fines
- Article 12 Sec 2 Fines
- Article 12 Sec 1, 2, 3, Discipline
- Article 13 Sec 1 - 5 Charges against members

Again, since they haven't told you - we must. The attached sheets will help to let you know just what you could be in for if you fall for the unions' pitch.

Bryan Dowling
THE TRUTH ABOUT
UNITED STEELWORKERS OF AMERICA
AS TOLD BY
GOVERNMENT REPORTS THE UNION FILED WITH THE
U.S. DEPARTMENT OF LABOR

Constitution
of
International Union
UNITED STEELWORKERS
OF AMERICA
AFL-CIO-CLC

MANUAL

ADOPTED AT
LAS VEGAS, NEVADA
SEPTEMBER 2, 1976

PRINTED IN U.S.A.
The Union's Constitution is on file with the U.S. Department of Labor. We have a copy and went through it. It reminded us of the book and the movie "1984". You must give up your individualism and many freedoms including freedom of speech because "Big Brother is watching you!"

1. WHAT DOES THE USW WANT?

A. Your Money

Article XIV Sec 1 provides that initiation fees shall be $10.00. (Sec 2 says initiation fees may be waived "when in its judgement such dispensation will promote the growth or interests of the International Union.")

Article XIV Sec 3 provides that dues will be two (2) hours pay and not less than $5.00.

Article XIV Sec 5 states that all dues, initiation fees and assessments shall be deposited in "a bank account designated as a trust fund held for the International Union. The officers of each local Union shall forward to the International Treasurer within fifteen (15) days after close of any month, the full amount of the dues and initiation fees and assessments collected by such Local Union".

Article XVII Sec 2 states: "Where check off clauses are contained in a collective bargaining agreement, they shall provide that the Company shall make the check payable to and be sent to the International Treasurer".

Article XI Sec 2 states: "A member shall pay dues promptly commencing with the month which the member shall have been admitted, and shall continue to pay all dues, assessments, and fines or other obligations promptly when due in order to be and remain a member in good standing".

Article XI Sec 4 states: "Members who lose good standing shall stand automatically expelled and devoid of all membership rights and shall not be reinstated in good standing except upon such terms as the Local Union and the International Executive Board may decide".

Article XIV Sec 8 provides that a local union that doesn't pay off the International by the 15th of the next month can be suspended.

II. WHERE DOES THE MONEY GO?

A. Much of it goes to pay the salaries of the Officers of the International Union. Their salaries for 1975 were a total of $1,504,796. That's not bad especially when it was for only 28 people (4 Officers, and 24 Directors) for an average of $53,742.71 per persons. They also have to support their employees of the International. That bill came to $37,186,195 for 1,531 employees. This averages out to well over $18 thousand per year each. Maybe the best deal is to go to work for the union rather than join, and try to get them to work for you! Also, with a Union this big - would you believe they NEED the MONEY? They Do! In 1975 their gross receipts or income was $415,051,675.00. That looks fantastic but they spent $418,020,082. Kenneth E. Lancaster, Organizer, collected his $21,835.87 right here in Jacksonville.
B. The International takes all of your money, (dues, initiation fees, assessments) shown above but when it comes to giving it back - the Local gets less than half. (This is called Per Capita Tax).

Article XIV Sec 7 provides that of the first six (6) dollars in dues the International gets half and half goes back to the Local. Over six (6) dollars, 40% goes to the International, 20% goes to International Strike Fund, and 40% is returned to the Local. Here's what happens to $9.00 in dues:

**INTERNATIONAL**

- $3.00 from first $6.00
- 1.20 40% over $6.00
- .60 20% over $6.00 (Intn'l Strike Fund)

**LOCAL**

- $3.00 from first $6.00
- 1.20 40% over $6.00

Big Brothers keeps $4.80 and the Local gets back what's left, $4.20.

How can you be the Union and you control your destiny while they take and control the money? How much help will you get from all those people making $18,000 per year paid for by your dues money?

III. WHO HAS AND KEEPS THE POWER?

A. The International Union, Of Course.

Article VII Sec 4 states: "The Local Unions shall be charged with the duty of enforcing this Constitution as affecting their membership".

Article VII Sec 5 states: "Local Unions may adopt, subject to approval by the International Union, such by-laws and rules as do not conflict with any of the provisions of this Constitution or the policies of the International Union. Local Unions which do not adopt such by-laws shall be deemed to have adopted the standard By-Laws for Local Unions issued by the International Union".

Article XVI - Strikes- The entire Article covering strikes states: "No strike shall be called without the approval of the International President". That's Power!

Article IX - Suspension or Revocation of Local Union Charters states: that the International President may "Unilaterally" institute proceedings to take over a Local, throw out any or all officers and appoint either his or the Executives Board representative as the Administrator to "run the Local". Also, Article IX Sec 1 states: "In the event that an Administrator is appointed for a Local Union, the Administrator shall take full charge and conduct all the affairs of the Local Union until the International Executive Board determines that the Local Union is capable of conducting its own affairs in conformance with the Constitution and policies of the International Union and by-laws of the Local Union".
This section also states: "The International President shall have the right with or without cause, to remove or replace the Administrator at any time!"

Article IX Sec 4 states: "In the event the Local Charter is revoked, or the Local Union disbands the charter and all books, records, monies, assets, and property shall be delivered or turned over immediately to the International Union on demand by the International Treasurer or the International Treasurer's designee".

You really don't have much room for error with control this tight. They even take over your property including all books, money, and assets. Big Brother is always there. On pages 87 - 93 of the Constitution, they even tell you how you must run your own meetings.

IV. IF YOU TRY TO FREE YOURSELF FROM UNION CONTROL, YOU CAN BE PUNISHED!

A. Here are some of the things a member can be charged with if the member doesn't Conform:

Big Brother Article XII Sec I - Discipline
1) Any violation of any part of the International Unions Constitution.
2) Any violation of any part of the Local Union's Constitution or By-Laws.
3) Violation of any collective bargaining agreement.
4) Going to court or the goverment and avoiding union red tape when you feel you were wronged.
5) Trying to throw the Union out or form your own union.
6) Trying to get another union in (Dual Unionism)
7) "Using abusive language or disturbing the peace and harmony of any meeting in or around any office or meeting place of the International Union".
8) Telling any person about who belongs to the Union.
9) Conduct unbecoming a Union Member.

B. Punishment (Sec 2) can be fines, suspensions, expulsions, removal from office and/or deprivation of privileges or benefits.

C. If you don't like the punishment the Union gives you, can you fight it in court? Article XIII Sec 7 requires a member who may be unjustly disciplined to exhaust all procedural requirements in the Union's Constitutions before he may resort to court action against the Steelworkers. (In fact according to the discipline section - you can again be disciplined for not appealing properly.) Exhausting the procedural requirements of the Steelworkers and its Local could take years and again, plenty of your money.

THESE FACTS ARE FROM THE CONSTITUTION AND FINANCIAL REPORTS THE UNION ITSELF FILED WITH THE U.S.DEPARTMENT OF LABOR. WE DON'T BELIEVE EMPLOYEES WANT TO BE CONTROLLED BY THE UNION ESTABLISHMENT. IT IS LIKE SIGNING A BLANK CHECK WITH NO IDEA HOW MUCH IT WILL COST YOU!

WHY HASN'T THE UNION OR ITS "MOUTHPIECES" BEEN STRAIGHT WITH YOU? IT IS OUR SINCERE OPINION THEY ARE ONLY TRYING TO FEED OFF OF YOUR PROBLEMS AND LACK OF KNOWLEDGE ABOUT UNIONS FOR THEIR OWN SELFISH INTEREST. THAT'S WHY THE SCARE CAMPAIGN - TO KEEP YOU FROM SEEING OR LISTENING TO THE FACTS.
PUTTING YOUR FUTURE IN THE HANDS OF THIS UNION AND ITS PUSHERS WOULD BE LIKE LETTING COLONEL SANDERS BABYSIT YOUR CHICKENS!

IF YOU WANT TO STAY FREE FROM UNION CONTROL (BIG BROTHERS), DUES AND WHO KNOWS HOW MUCH COST, AND IF YOU WANT US TO WORK TOGETHER FOR THE BENEFIT OF PAN AMERICAN GYRO TEX COMPANY WHICH INCLUDES ALL OF US,

VOTE "NO"

ON

FRIDAY, JUNE 3, 1977
ARTICLE XIV

Finances

1. Sec. 1. The initiation fees shall be Ten Dollars ($10.00).
2. Sec. 2. The International Executive Board may grant dispencations from payment of initiation fees when in its judgment such dispensation will promote the growth or interests of the International Union.
3. Sec. 3. Monthly dues for each member shall be an amount equal to two hours' pay based upon said member's total earnings during an appropriate reference period, payable in the month to which said dues apply, provided that monthly dues shall not be less than Five Dollars ($5.00).
4. Sec. 5. The full amount of all dues and initiation fees and assessments collected by each Local Union shall be deposited by the appropriate officers of the Local Union in a bank account designated as a trust fund held for the International Union. The officers of each Local Union shall forward to the International Treasurer, within fifteen (15) days after the close of any month, the full amount of the dues and initiation fees and assessments collected by such Local Union.
5. Sec. 7. The International Treasurer shall, upon receipt of any remittance of dues referred to in Section 3 of this Article, allocate, determine and remit such dues in the following manner:
   (a) Amounts up to the first Six Dollars ($6.00) of each monthly dues for each member shall be divided equally between the International Union and the Local Union.
   (b) Amounts in excess of Six Dollars ($6.00) per month, other than the additional amounts referred to in Section 4 of this Article, shall be divided between the International Union, the Local Union and the Strike and Defense Fund in the following manner: Forty percent (40%) shall be returned by the International Treasurer, Forty percent (40%) shall be returned or sent to the Local Union Financial Secretary as a per capita refund, and the remaining Twenty percent (20%) shall be deposited in the separate Strike and Defense Fund provided for in Section 15 of this Article.

Sec. 8. When any Local Union fails to report and remit to the International Treasurer the full amount of initiation fees and dues and assessments as provided for herein, said International Treasurer shall notify the Local Union President and the Recording Secretary of the Local Union of the fact, and failing to receive a satisfactory response within ten (10) days thereafter, the Local Union shall stand suspended. The International Treasurer may publish and distribute a delinquent list of all such Local Unions so suspended.

25. Sec. 7. The International Treasurer shall, upon receipt of any remittance of dues referred to in Section 3 of this Article, allocate, determine and remit such dues in the following manner:
   (a) Amounts up to the first Six Dollars ($6.00) of each monthly dues for each member shall be divided equally between the International Union and the Local Union. Accordingly, of this amount, one-half (½) shall be retained by the International Treasurer, and one-half (½) shall be returned or sent to the Local Union Financial Secretary as a per capita refund.
   (b) Amounts in excess of Six Dollars ($6.00) per month, other than the additional amounts referred to in Section 4 of this Article, shall be divided between the International Union, the Local Union and the Strike and Defense Fund in the following manner: Forty percent (40%) shall be returned by the International Treasurer, Forty percent (40%) shall be returned or sent to the Local Union Financial Secretary as a per capita refund, and the remaining Twenty percent (20%) shall be deposited in the separate Strike and Defense Fund provided for in Section 15 of this Article.

50. Sec. 4. The Local Unions shall be charged with the duty of enforcing this Constitution as affecting their membership.

The funds and property of the Local Union shall be managed, invested, expended or otherwise used to implement and carry out the objects, rights, activities and responsibilities of the Local Union or the International Union, and to administer the affairs of the Local Union, in accordance with the Constitution and policies of the International Union and the By-Laws of the Local Union.
ARTICLE XVI

Strikes

No strike shall be called without the approval of the International President.

ARTICLE IX

Suspension or Revocation of Local Union Charters

Sec. 1. Any member convicted of any offense hereunder shall be suspended and removed from office or position, if a person or persons other than those whose official position entitles them to have such a list; (l) deliberately interfering with any official of the International Union in the discharge of that official's duties; (m) deliberately engaging in conduct in violation of the responsibility of members toward the organization as an institution; and (n) deliberately interfering with the performance of the organization's legal or contractual obligations.

Sec. 2. Any member convicted of any one or more of the above offenses may be fined, suspended, or expelled.

Sec. 3. If any officer of the Local Union, or delegate to an International Convention, is convicted of any one or more of the above-named offenses, such person may be penalized as described above, and removed from office or position.
INITIATION OF NEW MEMBERS

President—Raise your right hand.

"I do sincerely promise, of my own free will, to abide by the laws of this Union; to bear true allegiance to, and keep inviolate the principles of the United Steelworkers of America; never to discriminate against a fellow-worker on account of creed, color, or nationality; to defend freedom of thought, whether expressed by tongue or pen, to defend on all occasions and to the extent of my ability the members of our organization.

"That I will not reveal to any employer or its agent the name of anyone who is a member of our Union. That I will assist all members of our organization to obtain the highest wages possible for their work; that I will not accept a member's job who is idle for advancing the interests of the Union or seeking better remuneration for the member's labor; and, as the workers of the entire country are competitors in the labor world, I promise to cease work at any time I am called upon by the organization to do so. And I further promise to help and assist all members in adversity, and to have all workers join our Union that we may all be able to enjoy the fruits of our labor; that I will never knowingly wrong a member or see the member wronged, if I can prevent it.

"To all this I pledge my honor to observe and keep as long as life remains, or until I am absolved by the United Steelworkers of America."
FACTS ABOUT NEGOTIATIONS
AND THE TEAMSTERS

If Teamsters Local #572 wins the election at the bakery on July 8, 1977, they would represent all drivers as their bargaining representatives, and contract negotiations would begin about a month later.

QUESTION: Will that mean more money and benefits for drivers at Eagle Bakery?

ANSWER: NO! Wages and benefits will not automatically go up. In fact, you could wind up with less than you have right now. The Federal Law does not protect employees from losing in negotiations.

QUESTION: The Teamsters have tried to make us believe we would get more with a union - so have some employees. If Teamsters win the election and negotiate for us, could we wind up with fewer benefits?

ANSWER: YES! This is nothing new for the Teamsters. The Teamsters have given away employee benefits in negotiations for a union shop clause and checkoff clause (a union shop requires you to pay dues to the Teamsters each month to keep your job).

Employees organized by the Teamsters have lost benefits in negotiations from the East Coast to the West Coast.

(a) On the East Coast the Teamsters negotiated reduced sick pay for employees at Scientific Products in Washington, D.C. Union Security and dues money from employees was the Teamsters motive.

(b) On the West Coast the Teamsters gave away employees' profit-sharing at American Hospital Supply in Santa Ana, California. Union Security and dues money from employees was again the Teamsters motive.

QUESTION: Is the Bakery required to accept union demands in negotiations?

ANSWER: NO! The National Labor Relations Act gives our company the right to reject any demand we do not like.
Under the law, negotiations start from scratch. The Teamsters would make proposals and the Company would make proposals. WAGES, BENEFITS AND WORKING CONDITIONS YOU NOW HAVE WOULD BE UP FOR GRABS. The National Labor Relations Act does not protect employees from losing in negotiations. Nor is the Company required by law to agree to any union proposal it does not wish to agree to. It can, and does happen, that employees wind up with less than they have right now.

The fact is, the Teamsters Union can only accept or reject what the Company offers. If the Teamsters do not like the Company's final offer, the Union has two choices:

(a) Accept the offer – and all employees are stuck with it for full contract period BUT will still have to pay a minimum of $120.00 out of their pockets to the Teamsters in Union dues with a Union shop.

(b) Call a strike – and where does that leave you? We will discuss that next.

NEGOTIATIONS WITH THE TEAMSTERS UNION GIVES YOU NO GUARANTEES!

A. You can lose as easily as win.

B. If you lose, a union shop will require you to pay a minimum of $120.00 out of your pocket to the Teamsters anyway. That means you really lose.

C. The Teamsters know how to spend your money, win or lose. With their record of corruption it's "goodbye money."

D. You could be on strike. The Teamsters had 722 strikes from January 1974 through July 1975. With the Teamsters there is always the chance you will be out of work on strike without pay.

NOW LET'S DISCUSS STRIKES....
FACTS ABOUT STRIKES AND THE TEAMSTERS

FACT: From January 1974 through July 1975 (as reported by the Bureau of National Affairs):

THE TEAMSTERS HAD

722 STRIKES AFFECTING 545,239 EMPLOYEES

If strikes are what you want, then you should vote "yes" for the Teamsters because they rank close to the top on the strike-happy union list. But you should consider these facts if you found yourself on strike and on the picket line.

QUESTION: If the Teamsters call a strike to enforce its demands (for example: higher wages, more benefits, etc.), what are the rights of the parties?

ANSWER: The Company:

1. The Company can continue to operate and permanently replace striking employees with new hires.

2. The Company can discontinue its payments for benefits to striking employees.

3. The Company can terminate and criminally prosecute any striker for picket line misconduct.

4. The Company can notify the State Unemployment Compensation Department who the employees are that are striking and therefore disqualify them from unemployment compensation for the duration of the labor dispute.
The Teamsters:

1. The Teamsters can legally picket the Bakery, provided the picketing is peaceful and entry to the Company's premises is not obstructed.

The Employees:

1. The Employees can honor the picket line and refuse to come to work, or they can refuse to honor the picket line and come to work.

QUESTION: What happens if the Teamsters do not succeed in the strikes?

ANSWER: What usually happens is what happened to the employees at American Hospital Supply Co. (See newspaper clipping attached).

QUESTION: If the Teamsters get in, can the Bakery continue to meet with employees and communicate to them concerning wages, hours and conditions of employment as they have been?

ANSWER: NO. The Bakery could no longer initiate discussions with employees individually or in groups to discuss their problems. Instead, the Bakery would deal exclusively with the Union on such matters, not to mention what the employees themselves might want. Whatever is agreed to with the Union would be enforced for all employees whether they liked what was agreed to or not.

QUESTION: If the Teamsters negotiate union security provisions requiring membership in the Union after thirty (30) days of employment, would employees have the right to refuse to belong to the Union?

ANSWER: NO. Employees would have to join the Union and pay dues or else be fired.

QUESTION: If employees have to be members of the Union to hold their jobs, what does that mean?

ANSWER: As a member of the Teamsters, you are subject to the provisions of the Teamsters' Constitution and By-Laws. That means you can have special assessments added to your dues if the Union chooses; that means if you do not get along with the representation you can be fined and even expelled; that means you must follow the Teamsters' regulations whether you like them or not, because if you do not, you can be fined.
QUESTION: Why is the Bakery against the Teamsters as a labor organization?

ANSWER: We believe the Teamsters Union as a labor organization at the Bakery would:

1. Create more conflict and disharmony between employees and management;

2. Eliminate the teamwork approach we have attempted to generate at the Bakery with all employees and the management of the Company. We see the Teamsters as a labor organization developing a hardening of positions between the parties where power replaces reason, resulting in labor unrest that could disrupt the teamwork approach and put employees at each other's throats. We do not believe in an environment that puts employees against the Company and creates strong feelings and differences of opinions between employees that has resulted in hard feelings and conflict at other companies.

QUESTION: Is the Bakery running scared or afraid of the Teamsters Union?

ANSWER: If employees choose to select the Teamsters, all we can say is we told you so, and we will not violate the law in carrying out our responsibilities and rights under the law. We would prefer to solve our problems with understanding, hard work and patience rather than the Union way of power and conflict. If the Teamsters decides power is the way to go, when the dust settles, we will all find out if Eagle Bakery is afraid of the Teamsters.

As you can see, unions and strikes go together. When you add it all up, strikes are usually a no-win situation:

FACT - Your wages would stop immediately.

FACT - Making up wages lost during a strike can take years, sometimes a lifetime. (Look at Strike Cost Computer.)

FACT - You do not get unemployment compensation when you are on strike.

FACT - You will starve to death on Teamsters' Strike Benefits which are:

   First week on strike - No Benefits

   Second thru fifth week on strike - $25.00
FACT - If you are on strike, fringe benefits stop. What would happen to you if you were hospitalized? Who would pay the bill? Not the Teamsters. If you are on strike you would lose them.

FACT - If you are on strike, you can be permanently replaced. What happens to your job security then? Employees organized by the Teamsters have had this experience before. (Hear it from Teamsters' attorney in that attached newspaper clipping.)

CONSIDER SOME OTHER LOCAL TEAMSTER STRIKE EXPERIENCES .............

- Down in Santa Ana, employees organized by the Teamsters were on strike nine (9) months. They were all permanently replaced during the strike. They not only lost their wages for nine months, they also lost their jobs. After the strike was over, employees booted out ---(Decertified) the Teamsters. BUT THE DAMAGE WAS ALREADY DONE ..................

- About 18 miles from our plant, employees organized by the TEAMSTERS at Marsal Transport in Santa Fe Springs were on strike for about five (5) weeks. THAT STRIKE NEVER ENDED - THE COMPANY WENT OUT OF BUSINESS .... Before the TEAMSTERS they had jobs. After the TEAMSTERS they lost their jobs.

- TODAY you do not have to pay the TEAMSTERS union dues to keep your jobs.

- TODAY you do not have to pay the TEAMSTERS more money in special assessments whenever they want it.

- TODAY you are not controlled by the most corrupt union in our country where union officials are on multiple salaries, fly their own fleet of jet planes from the union dues you pay, and drive Lincolns and Cadillacs from the union dues you pay.
AND TODAY YOU DO NOT HAVE TO WORRY ABOUT STRIKES, LOST WAGES AND JOB SECURITY. WE ARE HOPING YOU WILL DECIDE TO GIVE THE BAKERY YOUR OVERWHELMING VOTE OF CONFIDENCE ON JULY 8th BY VOTING "NO"!
"Hey, come and see this. There's a guy been on strike for two years and he can't remember where he works."

"We got the union contract signed today."

"So? What did you get?"

"I don't know, but after dues and other charges, lost 2 bucks a week take."
Collapse of Trash Strike Leave

Employes Angry With Teamsters

BY CRAIG TURNER
Times Staff Writer

The last vestiges of the strike against seven Orange County rubbish haulers collapsed Thursday in what is being called a major setback for the Teamsters Union in the county.

Although the union leadership apparently regards the strike as still on, there were pickets at only one site and they disappeared by midmorning Thursday. Elsewhere, those employees who had not returned to work earlier were back on the job or were placed on preferential hiring lists that assure them first call from their former employers as openings become available.

Among employees, however, the strike, which began April 18, has left a legacy of bitterness and disillusionment with the leadership of the Los Angeles-based Teamsters Local 396.

The strike has been unraveling for more than a week, run through the disposal companies began hiring non-union workers to replace the estimated 450 striking employees. Strikers started dropping their picket signs and returning to work as soon as the hiring began.

Using a combination of non-union workers and returning strikers, haulers last week began digging into the piles of refuse accumulated in the 14 cities and the handful of unincorporated communities hit by the walkout.

City officials contacted by The Times this week indicated that some company spokesmen initially may have exaggerated their ability to clean up the backlog with largely inexperienced crews and noted that still uncollected trash was ripening in the summer-like weather. However, city spokesmen added that work is progressing and most agreed with the prediction of disposal company owners that normal pickup schedules will be resumed next week.

Although the strike temporarily disrupted service to more than 1.1 million residents, it was, by almost any standard of measurement, a failure:

— Rubbish haulers continued to operate, although on a reduced schedule, even while the picket lines were up.
— Workers crossed their own union's picket lines to go back to their jobs.
— Many employees who stayed out on strike lost their jobs, although most since have been placed on the preferential hiring lists.
— Those now working are earning exactly what management offered for the first year of a three-year contract proposal rejected by the union membership: $5 per hour for drivers and $4.72 per hour for loaders. Wages before the strike were $4.50 and $4.25.
— The rest of organized labor in Orange County made no visible move to rally behind the strikers.

Larry Gallio, vice president of MG Disposal in Fullerton, summed up the situation succinctly:

"The only hold a union has on an employer is its ability to order a work stoppage — a strike — and if the men won't stay out on the street, then it doesn't mean too much," Gallio said.

In Anaheim, a few miles south of Gallio's office, a knot of men gathered in front of a fence at Jaycox Disposal Co., which serves residents of Anaheim, Garden Grove, Costa Mesa, Braca and Placentia. The men were the last holdouts in the strike and they had come to ask for their jobs back. Some got them; others were placed on a seniority-based preferential hiring list.

They were angry, but not at the company. Their anger was directed at the union.

"The next guy who says we should go on strike gets a punch in the face," said one truck driver.

He and a companion cursed the union leadership and told a reporter they had been abandoned. At the urging of their leaders, they said, they had

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Employes Upset as Trash Strike Ends

Continued from First Page

Rejected management's offer and stayed on the picket lines, watching as non-union workers took their jobs. On Thursday, they complained that their loyalty to the union had cost them their jobs and the best the union could offer in return was $35 per week from the strike fund.

Two workers indicated there was an element of intimidation in the April 29 membership vote that overwhelmingly rejected management's final wage offer. Although the vote had been billed as a "secret ballot," the marked ballots were collected by shop stewards who had a chance to look at the votes before dropping them in the ballot box, according to the workers, who asked not to be identified.

Leaders of Teamster Local 396 have been unavailable for comment for three days, but Lee Kearney, secretary-treasurer of Teamster Local 952 in Orange County, agreed the strike was miscalculated and acknowledged there is a credibility gap between some union leaders and the rank and file workers.

"It's hard to lead men these days," said Kearney, generally recognized as one of the country's top three labor leaders.

"Today, people don't trust their labor leaders. They don't trust the politicians. People are mad."

One county political figure close to organized labor told a reporter that union negotiators set their sights too high when they asked for a $4 wage increase - or 88% - over three years. Moreover, the negotiations came at a time when the rubbish haulers could not immediately pass on the wage increases to their client cities, he added.

One company official said workers' enthusiasm for the strike ran out as soon as economic hardship began to settle in.

"There was a time when the strikers sort of looked on this as a picnic," he said. "It was kind of fun to come down and light a fire in a barrel and picket. I think they were looking forward to a few days off. But then the paychecks stopped coming in. I think it all comes down to money."

Regardless of the reasons for the strike breakdown, the companies now are operating without a union contract, although management still regards the Teamsters as the workers' legitimate bargaining agent.

While they are critical of what they call the union leadership's "pie-in-the-sky promises" to members, rubbish company operators deny there is a move to force out the Teamsters.

"I don't think that's crossed anybody's mind," said Rawl Rangel, vice president of Jaycox Disposal and a member of management's three-man negotiating committee. "There hasn't been that much bitterness... We made them (the union) believe that our final offer really was our final offer. Their demands were unrealistic."

Rangel said he believes a contract carrying management's final offer will be signed by the union within a week.

Galio agreed, although he noted, "As far as I'm concerned, I don't care if we never have a union contract again."

The only firm still picketed Thursday was Park Disposal Co. in Buena Park, where all 36 employees were replaced by non-union workers.
DATE: May 22, 1978
TO: Employees of LTP Southern
FROM: Keith Holcombe, General Manager
SUBJECT: Union Negotiations

We have had a series of meetings with the Steelworkers Union since February of this year to attempt to reach agreement on a contract covering wages and conditions of employment for LTP employees. We have been unable to reach agreement with the union and the union has told us that they have called a meeting to decide if they are going to call a strike here at LTP. The purpose of this memo is to discuss everyone's legal rights if the union calls a strike.

Employees have a legal right to strike and to be on the picket line. However, you also have a legal right to not strike and continue to come to work by crossing the picket line. We are not trying to influence anyone to cross a picket line, that is your decision to make, but we feel it is important to know your legal rights so that you can make that decision.

If you choose to strike and not come to work, LTP will not be paying its contribution for your Health Insurance, therefore your Health Insurance will terminate. If you want to keep your Health Insurance effective our insurance carrier Occidental Life, Benefits office, 230 W. Monroe St. #1520, Chicago, Ill 60606, phone number 312-368-8196, will be able to advise you of the full premium due (15.80 a week for married employees and 7.10 a week for single employees) and how to pay it. Employees on strike will not be eligible for Holiday pay. LTP also has legal rights if a strike is called by the union. LTP has the right to free access to the company property. This means the union can ONLY peacefully picket the property, but CANNOT physically try to prevent employees or supplies from crossing the picket line and entering the property. It would be an unfair Labor practice for the union to do so.

LTP also has the right to continue to operate and has the legal right to hire permanent replacements for those employees who do not show up for work. LTP will Exercise all of our legal rights.
LTP will also terminate striking employees who get involved in picket line misconduct and criminally prosecute those who violate the law.

We thought you should have the facts and we're sorry you have to face up to these unpleasant times. We did our best.

We wish you luck.

Keith Holcombe
General Manager
LTP SOUTHERN
LTP Southern is currently participating in contract negotiations with the Steelworkers Union. We have been meeting with the Union for four months. In the event of a strike, the plant may be picketed. Would you be willing under these conditions to cross a picket line when entering or leaving the plant. There will be no reprisals against you regardless of how you answer this question.

____________________  YES

____________________  NO

____________________  Signature

____________________  Date
As we are all aware, the National Labor Relation's Board conducted election will be held on Friday, February 17, 1978. The voting place will be Rm. 131. The polls will be open from 6:30AM - 8:30AM and 2:30PM - 5:30PM.

Some people have said that they don't want the union so they just won't vote. Remember, whether we have a union or not is determined by a majority of only those employees who vote! It does not take a majority of the employees to vote the union in - only, again a majority of those who vote. In our opinion - IT IS CRITICAL THAT EVERYONE VOTES!!


1. QUESTION: Will my vote be secret?

   ANSWER: Absolutely YES! The voting will be conducted by an agent from the National Labor Relations Board (NLRB). His main responsibility is to insure the secrecy of the voting. In fact, you do not sign your ballot. If you do sign it, your vote will be thrown out and not counted. If there is any way of identifying the voter, the vote will be thrown out and not counted. Don't even draw a Happy Face - even that can void the ballot. Mark only an "X" in the box of your choice. Using only the pencil the Board Agent provides. If you spoil a ballot, return it to the NLRB Agent for a new one.

2. QUESTION: What does the ballot say, is it tricky?

   ANSWER: The ballot will basically ask you if you wish to be represented by the SEIU Local 250, Neither, or Engineers and Scientists of California.

   A. If you want Local 250 put an "X" in that box.
   B. If you want ESC put an "X" in that box.
   C. If you don't want the union, put an "X" in the NEITHER box.

   A NEITHER vote is a vote against the unions and for us working together without an outside third party.

3. QUESTION: Are employees obligated to vote for the union because they signed an authorization card?

   ANSWER: The answer is again, NO, YOU CAN VOTE EITHER WAY you want whether or not you signed a card. Again, the voting is secret and no one will know how you vote.
4. QUESTION: Can we vote by absentee ballot?

ANSWER: The NLRB also requires that the only way you can vote is to be present at the voting place during the time the polls are open. There is no provision for an absentee ballot and no one else can vote for you. Remember, it is a majority of those who vote that determines the outcome of this election. If you are not at work on Friday, February 17, 1978 and need a ride, we will see to it that you are given a ride to and from the hospital. Also, if you have babysitter problems, bring the kids with you and we will take care of them in the South Conference Rm. (This offer is made so that everyone has the opportunity to vote and is made regardless of how you want to vote).

5. QUESTION: "Are the employees who signed cards or were in favor of the union going to be fired if the union loses"?

ANSWER: NO! First of all, your vote is secret and no one will know how you vote. More importantly it is against the law for the hospital to discriminate against, harass or terminate ANY employee because of their support for or against the union. Alexian Brothers Hospital wants to assure all employees that each and every employee at ABH will be treated equally. No employee will be subject to any discrimination because of their feelings in regard to the union. We hope that once the election is over we can all work together to solve the hospital problems and make Alexian Brothers Hospital an even better place to work.

6. QUESTION: What is the voting procedure?

ANSWER: When you go to the polling place....

.... go up to the table where the NLRB Agent is sitting, identify yourself by name and he will give you a ballot.

.... take the ballot into the private voting booth and mark your "X" in the box of your choice. Fold your ballot so that no one will see how you voted.

.... leave the voting booth and put your folded ballot into the ballot box located near the voting booth.

.... THAT'S IT

VOTE FOR ALEXIAN BROTHERS HOSPITAL

VOTE "NEITHER"
BENEFITS YOU HAVE NOW WITHOUT A UNION!

A Regular Paycheck
Steady Employment
Never Been A Layoff
Communications Committee
Fully-equipped First Aid Room
Uniforms Furnished By Company
Job Bidding System
Job Transfer System
Profit Sharing
Outstanding Hospitalization
Paid Breaks
Cafeteria Facilities
Paid Military Leave
Report-In Pay
Funeral Pay
Employee Recreation/Welfare Fund
Service Awards
Stock Purchase Plan
Seniority

Dental Insurance
Life Insurance
Accident Insurance
Long Term Disability
Overtime Premium
Nine Paid Holidays
Excellent Vacation
Sick Pay
Shift Premiums
Paid Retirement Program
Parking Facilities
Credit Union
Call-In Pay
Jury Duty Pay
Lake Property
Travel Insurance
Educational Assistance
Christmas Gifts
Good Working Conditions

BENEFITS YOU "DON'T" HAVE NOW WITHOUT A UNION

1. Strikes
2. Union Dues
3. Initiation Fee
4. Fines Assessments
5. Pressure
6. Threats
7. Loss of Your Individual Freedom
8. Loss of Ability to Speak for Yourself
9. Super Seniority for a Few
10. Restrictions of a Contract

VOTE "NO" FRIDAY
TO: All Hospital Employees
FROM: Dean M. Crowder, Executive Director
SUBJ: RESULTS OF N.L.R.B. ELECTION AT SHARP HOSPITAL

We are pleased to announce that the employees of Sharp Hospital have won a major victory in both units in the N.L.R.B. election conducted March 18, 1977.

I want to personally thank each of you for your vote of confidence in me and in Sharp Hospital.

As you are well aware, we didn't make promises during the campaign and we are not going to make promises now. What we do plan to do is to demonstrate our sincerity through our actions and to continue to work together even more closely than we have in the past delivering the high quality of patient care that we at Sharp are so well known for.

Again, my congratulations to all and we absolutely will not let you down.

The exact results of the election are slated below.

Dean M. Crowder
Executive Director

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