

# Negotiations Survival Handbook



**IAM**  
UNION

IAM Local 2003

February 2025

**KEEP CALM! BE UNION STRONG!**

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# Introduction

Your Negotiating Committee hopes this Handbook will provide answers to your questions and will empower and strengthen our support for one another.

While using this Handbook, please remember one thing: Together, standing strong and speaking as one, we can improve our standard of living. Your support throughout this process will determine our strength at the bargaining table.

In this Handbook, we explain how the negotiation process works. We talk about your role and what you as a Union member can do to help. You will find tools, resources, and guidance to help you cope with the pressures and anxiety that we all experience during contract negotiation. We expose some of the tactics the Company will try to use on you to put doubt in your mind and to create turmoil among our ranks. We provide an overview of members' rights under the National Labor Relations Act (NLRA), the federal law that applies to employees and employers in workplaces like ours. We provide a section on frequently asked questions that always surface during negotiations. And, finally, in the back of this Handbook is a list of some of the resources available to our members. For a more detailed list please visit our website at **[www.iam2003.org](http://www.iam2003.org)** and click on the "Resources" button.

You and your families deserve a contract that ensures good wages, benefits, and working conditions!

In Solidarity,

Your Union Negotiating Committee

# How the Negotiations Process Works

Our Contract expires on May 4<sup>th</sup>, 2025. What many people may not know is that this process starts long before this date. It starts when the membership elects its Negotiating Committee. The Committee carefully reviews what took place at the last round of negotiation and the impact the Contract has had on our members.

Some of the things that help your committee focus on the issues include:

- **A review of grievances that have been filed during this past Contract.** Some of these grievances may be a direct result of the changes implemented in the last round of bargaining.
- **Feedback from membership surveys.** The surveys we ask members to fill out are designed to learn what is most important to the membership. These surveys provide important information that might otherwise not be known to the Committee.
- **A review of the current bargaining agreement.** There may be opportunities to improve language in meaningful ways.
- **Feedback from Shop Stewards.** Your Shop Stewards are on the front lines with the Company on a daily basis. This is why it is so important for you to elect a good Shop Steward and for you to keep your Steward informed about what is going on at work. Your Steward can't be everywhere, so they rely on you to be able to address concerns.
- **Information requests.** Information requests are carefully prepared and submitted to the Company, asking them to provide us with relevant information about your wages, hours, and working conditions. This allows the Committee to better make contract proposals and respond to the Company's proposals as well. The Company has a legal obligation to respond to the Union's request for all information that is necessary and relevant for bargaining.
- **Industry standards and trends.** Industry standards and national trends are carefully reviewed by your committee to craft the best proposals possible.
- **Cost of living information.** Local, State and National cost of living indexes also are a key part of your committee's preparation, to make sure your wages allow you to provide for your families given the economic realities we face.

This is a brief summary of the negotiations process, which we hope sheds some light on the steps that go into creating a contract. More importantly, we hope you never forget that the wages and benefits you receive are the result of the collective bargaining process - **not a gift from the Company.** Without the legal protections of a collective bargaining agreement, the Company can change or even eliminate the health insurance, PTO, holidays, and many other benefits you enjoy. Without the support of its members, the Union's ability to protect and improve your wages and benefits in the future will suffer. Employees who don't pay their fair share strengthen the Company's hand in any negotiations. For the pennies saved, they give up their right to attend Union meetings, to vote on contracts and strikes, and to forge their own futures.

In Mid-February, your committee left the shop floor to begin crafting contract proposals to present to the Company. On March 10<sup>th</sup>, 2025, both the Union and Company negotiating committees will meet offsite for negotiations until there is no room from either side for movement. That is when the Company will give the Committee what is called a "Last, Best and Final offer." It is always your committee's desire to have an agreement completed before the current agreement expires, allowing your committee time to prepare the information to present to the membership.

# The Members' Role in The Negotiations Process

**There is one more very important piece in this process and that is you, the Union member!**

You are the true power behind this Union. You have the final say as to whether or not you will accept or reject the Company's "Last, Best and Final Offer."

**You are the real force that makes this Union powerful!**

Negotiating a contract for our members is one of the most important reasons for having a Union. The contract will determine how much money you will have to support your families medical and retirement benefits, and how the Company must conduct business with the Bargaining Unit.

Having a strong Negotiating Committee is an important step in this process, but **the single most important factor in the negotiations process is you – the Membership.**

This cannot be stressed enough. The membership's strength is in our unity. An active membership gives us a stronger position at the table to get the contract we all deserve.

Prior to negotiations, the Company is aware of our strengths and weaknesses. The knowledge they have of our membership is based on what we share on the floor. They are aware of this, not necessarily because we tell them (although some members do tell their supervisors), but because we air our dirty laundry in front of them. Hourly employees should understand what they say on the floor is communicated up the Company chain of command. These insights into the mood of the membership may negatively impact our negotiations and ultimately the final Contract.

# What can you do to help?

As a member, there are many ways you can help increase our chances for successful negotiations:

- Explain to management that we expect the Company to present a fair contract.
- If your supervisor asks if the Union is going on strike, tell them that it depends on the Company's willingness to negotiate in good faith and give us a fair contract.
- Share information with fellow members and support one another.
- Participate in the Union surveys.
- Wear your Union gear (T-shirts, stickers, etc.) to give the Union visibility and to show our solidarity.
- Make sure your contact information is up to date with the hall to ensure you receive updates.
- Volunteer for one or more of the committees that have been formed in the event of a strike.
- Volunteer any talents or skills you may have to help other members in times of need. We have many trades and skills in our ranks, and we can provide vital services to one another should we need to go on strike. Skills and trades such as carpenters, electronics techs, plumbers, HVAC techs, mechanics and many other skills could be of help to all of us.

## Anti-Union Tactics

As stated at the beginning of this handbook, contract time is a rollercoaster of emotions for all of us. Understanding some of the events that are about to take place will help you know what to expect and put things into perspective.

The company will try all kinds of tactics to scare you and to put doubt in your mind. Past tactics included sending mail to your home explaining which benefits you will no longer have and when they will end. They will send you letters saying how great the contract offer is, or letters stating, “maybe you didn’t understand the offer” or something like maybe the “Union didn’t really explain the contract proposal to you” or “how much you will be missed”. The company may also hold meetings with all hourly workers to try a put their spin on how great the contract really is. One thing the company doesn’t realize is that this bargaining unit is smart enough to know when they are being lied to.

If this company really cares about us, then they should be willing to treat us with the respect that we deserve by agreeing to a decent contract with employee rights, general wage increases, better retirement benefits, and improved health care. As we head into our negotiation remember these things. And when you start to get caught up in that roller coaster of emotions, **STOP** and take a deep breath and listen closely to just what it is that the company is saying and doing. Are you getting those letters in the mail? Is management telling you that you are making more than you deserve? Is your supervisor and others getting a pay increase? Is he getting profit-sharing checks? We are the people who help this company to be successful.

We are the folks that fix the broken equipment to keep production up and running. We are the ones who keep the facility presentable to our customers and our guests. We produce the products that will keep our country moving in the future. We deserve a good contract!



# Your Rights Under the National Labor Relations Act

- Management cannot attend any Union meeting, park across the street from the hall to watch who is coming, going or engage in any undercover activity which would indicate that the employees are being kept under surveillance to determine who is and who is not participating in any Union activity.
- Management cannot tell the employees that the Company will fire or punish them if they engage in Union activity (during the employees' own time).
- Management cannot ask employees about Union matters, meetings, etc. (some employees may, of their own accord, decide to talk to management about such matters. It is not an unfair labor practice for management to listen, but if they ask questions to obtain additional information, that would be illegal).
- Management cannot promise benefits to employees if they reject the Union.
- Management cannot give financial support or other assistance to a Union (theoretically this prevents bribes and payoffs).
- Management cannot announce that the Company will not deal with the Union.
- Management cannot ask an employee during a hiring interview about his or her affiliation with a labor organization or how they feel about Unions.
- Management cannot make anti-Union statements or act in any way that might show preference for a non-Union person.
- Management cannot transfer workers based on whether they support the Union.
- Management cannot choose employees to be laid off in order to weaken the Union's strength or discourage membership in the Union.
- Management cannot discriminate against Union workers when disciplining employees.

- Management cannot create conditions intended to get rid of an employee because of their Union activity (such as through the nature of the work assignments or other changes to working conditions).
- Management cannot fail to grant a scheduled benefit or wage increase because of Union activity.
- Management cannot take action that adversely affects an employee's job or pay rate because of Union activity.
- Management cannot threaten workers or coerce them to influence their vote.
- Management cannot promise employees a reward or future benefits if they decide to vote against Unionization.
- Management cannot promise employees promotions, raises or other benefits if they get out of the Union or refrain from joining the Union.
- Management cannot start a petition or circular against the Union or encourage or take part in its circulation if started by employees.
- Management cannot urge employees to try and induce others to oppose the Union or keep it out and/or visit homes of employees and encourage them to reject the Union.

Violation of any of these items is a violation of the National Labor Relations Act and could be grounds for unfair labor practice (ULP) charges against the Company.

Make it a point to know your rights!

# Frequently Asked Questions & Answers

“Strong Alone, Together Unstoppable.” We believe the right thing to do is to work to maintain and improve the quality of life for every member.

**Q: How can I help during the negotiations process?**

A: Participate in the discussions, rallies, surveys, and other events to show solidarity. Wear Union gear! Be Loud and Proud Union Members! Don't shy away from speaking strongly about the issues on the shop floor because solidarity works. Encourage everyone you know to become a member.

**Q: How will the Union keep me updated on the negotiations?**

A: We will provide regular updates using our website, face-to-face shop floor meetings, the IAM2003 App and through our Union Stewards. Text messaging is also available to those who request them. **It is important that our membership recognize that M1 Support Services emails do not reflect the Union's position.**

**Q: What should I say to support the Union's efforts in negotiations when I am asked by management to give them my opinion?**

A: Supervisors and other managers will be out in force trying to gauge our members' support for various issues. They in turn send this information right up to the Company negotiators. The best way to win a good contract is to be strong and together on the shop floor. The Union negotiators are looking out for your best interest, while the Company is looking out for its own best interest. You can help support your co-workers (your Union) throughout negotiations by sending a strong unified message to Company management about better retirement plans, lower health care costs, job security and issues important to all of us. **Tell the Company to do the right thing on these issues.**

**Q: When do negotiations with M1 Support Services start?**

A: Face-to-face negotiations with the Company will start **March 10<sup>th</sup>, 2025.**

**Q: How much influence does the IAM International have on the outcome of our contract?**

A: Your Negotiating Committee gets advice and any help they need from the top leaders of the IAM during negotiations. We get help from various departments at Headquarters, such as Strategic Resources, Legal, Communications, and Community Services. Our local leadership relays to them our membership's needs and concerns. Only your elected Negotiating Committee will recommend accepting or rejecting the Company's offer. If a recommendation to reject the Company's offer is given, we will also recommend going out on strike. However, the final vote on both issues is up to the membership.

**Q: When the Company delivers their Last, Best and Final offer to the Union leadership, what happens next?**

A: Your Negotiating Committee will inform you of its recommendation to accept or reject the Company's proposal and may recommend a vote to strike for a better agreement.

At the same time, the Company may launch their own campaign to sell the contract immediately following its delivery to the Union negotiators. They will include their reasoning and rationale of why it is a fair offer from their perspective.

**Q: What is a strike sanction meeting?**

A: Prior to the Negotiators meeting with the Company, a Union meeting will be called at which the membership will vote on whether to authorize a strike if it becomes necessary. **A strike authorization does not immediately place the membership on strike.** It is a signal to our International and the Company of our willingness to strike to achieve the best possible contract. There will be an announcement on when and where the meeting will take place.

**Q: What is a ratification meeting?**

A: LL2003 will be open for several days (dates to be determined) so that the members can meet with The GNC and also vote to ratify the contract. The GNC will be present to answer any questions and concerns that may arise. If rejected, the membership will vote on whether to strike. There will be an announcement on when and where the meeting will take place.

**Q: How does the contract vote work?**

A: There are two separate ballots. The first one is to accept or reject the Company's Last, Best, and Final contract offer. The second ballot is a yes or no to strike. If a majority votes to accept the contract, negotiations end, and the contract goes into effect after signing between the two parties. If more than 50% vote to reject the proposed contract, but less than two thirds of the votes cast are in favor of a strike, the contract offer is accepted by default. If a majority of voting members votes to REJECT the contract **and** TWO-THIRDS of the members vote to strike, a strike and picket line can be called at 12:01 a.m., when the old contract expires.

**Q: Who is eligible to vote on the contract and about whether to strike?**

A: Union members whose dues are current are eligible to vote.

**Q: How are the contract and strike ballots counted?**

A: The ballots will be counted immediately after the vote, by the tellers with witnesses. The results will be announced after the count is completed. We will also post the results on our website, and the media is likely to publicize the results as well.

**Q: Why does it take two-thirds vote to call a strike?**

A: Any time you go into a possible strike situation, you want to be sure that a majority of your membership support calling a strike. Going on strike with less than that results in a weak picket line. This is why the IAM Constitution requires a 2/3 majority to call a strike. If the majority of the membership—50% + 1—was all that was required to call a strike, our chances of winning a good contract through a strike would decrease dramatically.

The bottom line is: Calling a strike is serious business. The leadership needs to be sure that 2/3 of the membership is willing to walk the line before taking that type of action.

**Q: If there's a strike, how long do you think it will last?**

A: There is no way to know ahead of time how long a strike will last. When members vote to strike, their goal is to put pressure on the Company to negotiate a better agreement.

**Q: Can the company fire me for going out on strike?**

A: No. The National Labor Relations Act protects your right to peacefully strike.

**Q: Can the company hire replacement workers if I'm on strike?**

A: Yes, and they may threaten to do so. But, in reality, hiring 3400+ highly skilled and certified hourly workers would be a huge and extremely costly task. Also keep in mind that it can be very expensive to obtain a clearance for someone who has never had one, not to mention that the process takes about a year to complete.

**Q: Can a non-member stay out and support the Union?**

A: Yes, if you are a bargaining unit worker covered by the collective bargaining agreement you can stay out and support the strike, and your action will be protected by law to the same extent as Union members.

**Q: I'm not a member; can I walk the picket line and support the Union?**

A: Yes, we welcome everyone's support, including family and friends. The number of people allowed on the picket line at any one place and time, however, may be limited by a court order, and we will communicate those details to you.

**Q: How much money a week will I get for strike benefits?**

A: The IAM's strike benefits are \$250.00 per week.

**Q: How much time is required of me each week to qualify for strike benefits?**

A: At least 4 hours of time to a committee, i.e., picket, kitchen, etc.

**Q: How long from the time we go on strike before I get my strike benefits from the Union?**

A: If a strike lasts more than two (2) weeks, benefit payments are paid commencing with the 3rd week. Strike benefits shall continue to be paid through the last day of the week in which the strike terminates.

**Q: Are strike benefits retroactive to the first day of the strike?**

A: No.

**Q: Will I still have medical coverage if I go on strike?**

A: You will be able to continue your medical coverage through COBRA.

**Q: What are the different Union strike committees?**

A: The first and foremost is the Strike Committee itself. This committee serves as your overall coordinating center and works directly and closely with the Assigned Business Representative (BR) and Lodge President to provide leadership and direction to the other committees and to the members on the picket line.

Other committees are:

*Picket Committee:* It's responsible for overall administration of the picket line, including organizing and scheduling picket teams, arranging for the equipment and supplies that will be needed and maintaining order on the lines.

*Strike Finance Committee:* It makes up an overall budget, solicits donations from whatever sources possible, audits expenditures and helps keep financial records during the strike.

*Community Services Committee:* It works to make sure that members get the full benefit of all of services they are eligible for from the public and private agencies in the community during the strike.

*Kitchen Committee:* It helps to strengthen morale by preparing or arranging for hot coffee and other refreshments to be available to pickets and others carrying out strike duties.

*Public Relations Committee:* It gets information about the Union's message and its goals to the media, the public and, above all, to the members and their families. This committee contributes to morale by keeping members informed and presenting the Union and the issues in the best possible light. This committee plays an important role in counteracting Company propaganda.

**Q: How can I participate on one of these committees?**

A: Please contact the Union Hall at **(334) 598-6308**

**Q: What if I physically can't do picket duty if we go out on strike?**

A: There are many jobs that don't require much physical strength which need to be done (i.e. clerical, phone, kitchen duties, etc.). The Union will work with our members with special needs.

**Q: What happens with my 401K loans if I go on strike?**

A: The Employee Retirement Income Security Act ("ERISA") will protect what is in the 401k plan. What you should first try to get is a copy of the "Summary Plan Description" (SPD) to the 401k. You should be able to get that from either the Company or the Provider. You are entitled to a copy of the SPD, and refusing to give it to you may, by itself, be a violation of law. In any effort to get your money, the SPD will contain vital information.

**Q: If I have PTO on the books, can I use it while on strike?**

A: No.

**Q: Will the Union continue to negotiate while we're on strike?**

A: Yes. The goal of this entire process is to get a good contract. Your Negotiating Committee will continue to meet with the Company to try and reach agreement.

**Q: If I am on medical leave, can I vote on the contract offer?**

A: Yes, as long as your dues are current.

**Q: What happens if I return from medical leave while we're on strike?**

A: The employer will stop short-term / long term leave benefits, but you can apply for Employment Insurance (EI) sickness benefits. You would have to show that your medical leave was anticipated and arranged for before a strike started.

**Q: What informational resources are available to me?**

A: The Union website [www.iam2003.org](http://www.iam2003.org) will also have the latest information. If you still have questions, contact the your GNC.



# Resources for Members

## COBRA

Often in the event of a strike the company will cut off employer provided healthcare coverage for the striking employees. However, thanks to COBRA, there is no need to panic. COBRA is a federal law which requires continuation of healthcare coverage for employees, their spouses, and dependent children when coverage otherwise would be lost due to certain “specific events”. One such “specific events” which triggers COBRA Continuation Health Coverage is when healthcare coverage is lost in the event of a strike.

Depending on the situation, the employer may terminate employer provided healthcare coverage shortly after the strike begins. If this happens, the insurance company has up to 14 days to inform you of your COBRA rights via an Election Notice Letter. This letter will inform you of your right to continue coverage for you, your spouse, and your dependents for up to 18 months. The letter will also provide the cost to the employee of continuing their coverage during the strike. This cost is typically far more than the cost of coverage for active employees, because the employer is typically no longer paying the employer portion of the premium. The maximum cost to the employee of COBRA continued coverage is 102% of the total premium.

The letter will also provide an address to which you may send your response as to whether you would like to elect to continue healthcare coverage or not. You have up to 60 days (starting from the day you received the Election Notice Letter) to respond. You can wait until the 59th day to respond, and as long as you respond that you do want to elect COBRA coverage within 60 days, your coverage will be retroactive back to day 1. For example: If you have not yet responded, and then you break your leg on day 50; you can get treatment on day 50, respond that you would like to elect COBRA coverage on day 55, and your medical bills will be covered despite the fact that you had not yet responded before you were treated. Therefore, it makes sense for many people to wait until the 59th day to respond with the hope that the strike may have been settled by 25 then. (Note: We recommend that this response be sent via certified mail so that you can verify the date the response was sent.)

In addition, payment for COBRA continuing coverage is not due until the 45th day after you elect coverage. This gives you an additional 45 days (in addition to the 59 days) before you must make any payments. However, the payment must be made by that 45th day or COBRA coverage may be cancelled. Additionally, in the strike settlement between the union and the company there are often (but not always) provisions which retroactively pay for any

COBRA premiums or uncovered eligible medical expenses that were incurred while on strike.

Finally, it is always a good idea to fill prescriptions and obtain all planned medical treatment before your ratification vote. This way, if you and your brothers and sisters do vote to strike, you will have all of your planned medical needs taken care of and you will be better prepared to weather the strike.

## IAM Glossary: Most Frequently Used Terms

**Across the Board Increase:** A general raise in wages applied at one time to the pay tables of employees in a bargaining unit, also referred to as a “general wage increase.”

**Arbitration:** The referral of collective bargaining or grievance disputes to an impartial third party. Usually, the arbitrator's decision is final and binding, although there is "advisory arbitration" in which the decision of the arbitrator is taken under advisement by the parties.

**Bargaining Unit:** A specified group of employees empowered to bargain collectively with their employer.

**Bargaining Committee:** A committee that is elected by the unit and works with their representative to strategize topics and issues for collective bargaining with the employer. This committee is not the same as the organizing committee, however, it may be composed of members of the organizing committee if elected by the unit.

**Boycott:** The term originated in 1880 when an Irish landowner, Captain Charles Boycott, was denied all services. Today the expression means collective pressure on employers by refusal to buy their goods or services.

**Caucus:** In collective bargaining, when either party requests a recess from bilateral at-the-table deliberations for the purposes of discussing any bargaining issue by itself.

**Collective Bargaining:** The determination of wages and other conditions of employment by direct negotiations between the union and employer.

**Collective Bargaining Agreement (CBA):** A formal written agreement over wages, hours and conditions of employment entered into by an employer and the union representing employees in the bargaining unit.

**Collective Bargaining Unit (CBU):** A group of employees who bargain collectively with the employer. Commonly referred to as the unit, it may include all the employees in a single location or in a number of locations, or it may include only the employees in a single craft or department.

**Conciliation:** An attempt by an impartial third party to reconcile differences between labor and management.

**Consultation:** Clauses in union contracts or in some state laws applicable to public employees stating that management must consult the union before making any major personnel changes.

**Cost-of-living Index:** The Consumer Price Index prepared by the U.S. Bureau of Labor Statistics. The Index measures changes in the cost-of-living month by month, year by year.

**Counter-proposal:** An offer made by one party in collective bargaining negotiations in response to a proposal by the other party.

**Duty to Bargain:** The legally enforceable obligation of each party in a collective bargaining relationship to meet at reasonable times and places and negotiate in good faith with respect to wages, hours, and terms and conditions of employment.

**Duty of Fair Representation (DFR):** A union's obligation to represent all people in the unit as fairly and equally as possible. This requirement applies both in the creation and interpretation of collective bargaining agreements. A union is said to have violated its Duty of Fair Representation when a union's conduct towards a represented employee is arbitrary, discriminatory, or in bad faith.

**Escalator Clause:** A clause in the union contract which provides for a cost-of-living increase in wages by relating wages to changes in consumer prices. Usually, the Consumer Price Index is used as the measure of price changes.

**Fair Labor Standards Act:** Passed in 1938, this law set minimum wages and overtime rates and prohibited child labor for industry connected with interstate commerce.

**Free Rider:** A worker in the bargaining unit who refuses to join the union but accepts all the benefits negotiated by the union. Also called a "freeloader."

**Fringe Benefits:** Negotiated gains other than wages such as vacations, holidays, pensions, insurance and supplemental unemployment benefits.

**Good Faith Bargaining:** The legal requirement that two parties in a collective bargaining relationship meet and negotiate at reasonable times and places, with a willingness to reach an agreement on the terms of a collective bargaining agreement.

**Grand Lodge:** IAM Headquarters, also known as the Grand Lodge, coordinates and supports the activities of the District and Local Lodges.

**Grievance:** Generally, this is a formal complaint filed by the union alleging a violation, misapplication, or misinterpretation of one or more terms of the parties' collective bargaining agreement. Collective bargaining agreements vary and may define this term differently.

**Grievance Committee:** A committee within the local union which processes grievances arising from the violation of the contract, state or federal law, or an abuse of a shop's past practice.

**Hot Cargo:** A clause in a union contract which says that workers cannot be compelled to handle goods from an employer involved in a strike.

**IAM:** International Association of Machinists and Aerospace Workers.

**Improvement Factor:** An annual wage increase negotiated by the union and management which recognizes that the rising productivity of workers contributes to the company's profit-ability.

**Incentive Pay:** A system based on the amount of production turned out by workers.

**Injunction:** A court order which prohibits a party from taking a particular course of action, such as picketing in the case of a union on strike.

**Lockout:** When an employer closes down the factory in order to coerce workers into meeting his demands or modifying their demands.

**Management:** Refers to the individuals who operate a business. This can include owners of the business, employees on ownership tracks, representatives from human resources and/or legal and/or finance/accounting departments, as well as supervisors. Anyone who is considered part of management cannot be part of the unit.

**Mediation:** Attempts by an impartial third party to get labor and management to find agreement during a dispute.

**Minimum Wage:** The lowest rate of pay an employer is allowed to pay under the law or a union contract.

**National Labor Relations Act (NLRA):** Established by the Federal Government in 1935, it is the foundational statute of United States labor law that guarantees the right of private sector employees to organize into trade unions, engage in collective bargaining and take collective action.

**National Labor Relations Board (NLRB):** The independent federal agency that enforces the NLRA and protects the rights of private sector employees to join together, with or without a union, to improve their wages and working conditions.

**No-Strike Clause:** A provision in a collective bargaining agreement in which the union promises that during the life of the contract the employees will not engage in strikes, slowdowns, or other job actions.

**Picketing:** The stationing of persons outside a place of employment to publicly protest the employer and to discourage entry of non-striking workers or customers. Most picketing takes place during strikes although there is also informational picketing conducted against nonunion business establishments.

**Productivity:** The measure of efficiency in production. The comparison of resources used in creating goods and services. If the same resources that were used in the past produce more goods and services, productivity has increased.

**Prohibited Practices:** Generally used in public employment to describe unfair labor practices on the part of employer and employee organizations.

**Ratification:** Formal approval of a newly-negotiated agreement by a vote of the employees in a bargaining unit. Eligible voters in a union ratification are determined by the union's bylaws and constitution.

**Real Wages:** Wages expressed in terms of what today's dollar will buy. A common method of determining buying power is through the Consumer Price Index.

**Right to Information:** The NLRA requires that employers provide information relevant to the administration or negotiation of a collective bargaining agreement to the union upon request. The right to information ensures that any proposals the union may put forward are done so with the understanding of the conditions of employment that the business is operated under.

**Secondary Boycott:** An effort to disrupt the business of an employer through boycott techniques, even though his own workers are not directly involved in the labor dispute.

**Seniority:** A worker's length of service with an employer. In union contracts, seniority often determines layoffs from work and recalls back to work.

**Strike:** A temporary work stoppage by workers to support their demands on an employer. Also called a "turn out" early in the nineteenth century.

**Strike Sanction:** In order for a Local Union to receive strike benefits from the International, the strike must be sanctioned by the Grand Lodge.

**Subcontracting:** The practice of employers getting work done by an outside contractor and not by workers in the bargaining unit. Also called “contracting out.”

**Sympathy Strike:** A strike by persons not directly involved in a labor dispute in order to show solidarity with the original strikers and increase pressure on the employer.

**Taft-Hartley:** In 1947, Congress passed the Taft-Hartley Act which outlawed the closed shop, jurisdictional strikes, and secondary boycotts. It set up machinery for decertifying unions and allowed the states to pass more stringent legislation against unions such as right-to-work laws. Employers and unions were forbidden to contribute funds out of their treasuries to candidates for federal office, supervision was denied union protection, and the unions seeking the services of the National Labor Relations Board had to file their constitutions, by-laws, and financial statements with the U.S. Department of Labor. Their officers also had to sign a non-communist affidavit.

**Tentative Agreement or “TA”:** The agreement reached through bargaining prior to its ratification or final approval by the negotiators’ constituencies.

**Unfair Labor Practices:** Those employer or union activities classified as “unfair” by the NLRA. Under the NLRA, employer unfair labor practices include employer threats against protected collective activity, employer domination of unions, discrimination against employees for collective activity, and employer failure to bargain in good faith with union representatives. Union unfair labor practices include failure to represent all members of the unit and failure to bargain in good faith.

**Union Security:** A clause in the contract providing for the union shop, maintenance of membership or the agency shop.

**Working Conditions:** Anything that affects an employee’s ability to do their work. This can involve issues such as benefits offered by the employer, policies that govern how work is conducted, professional development, project management processes, promotion processes, how layoffs are conducted, just cause provisions, work-from-home policies, paid time off rules, parental leave, the establishment of working group committees, and many others. Working conditions are subject to collective bargaining between a group of employees—or the union as the employee representative—and an employer.

**Sources:** U.S. Department of Labor | University of Washington



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