Notes on a Tough Minded Union

The Sheet Metal Workers Union Has Taken a Tough Stance on Union vs. Nonunion Contractors

“The (new) policy of this International Association concerning ‘bad faith’ contractors is that they must make the decision that they are either 100% union or 100% nonunion.

“We will not attempt to play Mickey Mouse games that have too often proved to be futile to other unions in attempting to apply a union contract to the nonunion entity of a ‘bad faith’ contractor. This only delays the inevitable decision of labor and management. We have approached the problem (‘double-breasting’) with the scalpel of a surgeon. Where we find cancer, we will excise it.”

So stated the Sheet Metal Workers’ International Association (SMW) in a letter to all union business managers announcing a new strategy to deal with double-breasted contractors — a strategy that is the toughest ever adopted by a building trades union.

Central to the new policy is what the union labels an “integrity clause” designed to force employers to be union-only contractors. If the employer fails to agree to the clause, his firm will be denied the special concessions granted under SMW’s Resolution 78 (the union’s market recovery program) as well as any specialty agreements, industrial addendums and pin point jobs.

Once a contractor signs the “integrity clause,” he is bound to notify SMW of any nonunion company that’s formed. Failure to do so makes that contractor liable for liquidated damages at the rate of $500 per calendar day until the employer gives such notice.

In his letter to all SMW business managers, General President Edward J. Carlough minces no words about his union’s determination to push the new policy full steam ahead. Citing the union’s General Counsel resolution unanimously adopting the three-page “integrity clause,” Carlough directed the addendum “will be incorporated into the collective bargaining agreements of all affiliated unions this year.

“For those local unions not in negotiations this year, we are instructing you to tell your contractor association to re-open the agreement and to place this language into the agreement. If the association chooses not to re-open its agreement—as it has the legal right to do—you are directly to notify that association that you are no longer empowered to grant any relief under Resolution 78 to any association contractor.

“In the event the local contractor association elects not to re-open its agreement for this purpose, you are authorized to re-open agreements with any independent who so chooses to do so, so they may be afforded the competitive relief granted by Resolution 78 in your area. You shall give such relief without any regard for any ‘most favored nations’ clause that may appear in your local agreement.”

In a telephone interview with Cockshaw’s CLN+O on April 26, Carlough summed up the reasons for his union’s new policy. “We consider double-breasting to be one of the most serious threats to the union sheet metal industry. And its very clear that meeting this threat with so-called ‘work preservation’ clauses offers no satisfactory relief because challenges to their legality could drag on for years. (See November 1984 and March 1985 issues.) Our new clause meets the problem head-on and very directly.”

We asked Carlough to comment on a key concern voiced by many organized sheet metal employers that “union tradesmen remain free to work for our open shop competitors while the new clause prohibits us from having the same flexibility. Why doesn’t the union give us the same ‘work union-only’ guarantee they demand from us?”

Replies Carlough. “Our union has no problem with that quid pro quo. In fact, I have given just such assurances to the Sheet Metal and Air Conditioning Contractors National Association (SMACNA).”

SMACNA confirms this fact. A spokesman told Cockshaw’s CLN+O that “Carlough told us that union members who work for the open shop side would be brought up on charges and expelled if guilty. He asked us to submit their names, anonymously or otherwise, and action would be taken by the local business manager or, failing that, by the International.”

Asked if SMACNA has any advice for its members who are confronted with the union’s “integrity clause” demand, the same association spokesman advised: “First, we feel that it is a non-mandatory (permissive) subject at best. Therefore, contractors can refuse to bargain over it. But if contractors, because of economic circumstances or otherwise, want to treat it as a bargaining issue, we strongly suggest that they get, in writing, substantial and specific economic relief before agreeing to the new clause’s provisions.”