

From Joe Savia, Sr., Business Manager

A Look in the Past

Washington, DC June 18, 1913

The regular meeting of Local Union #602 was placed on hold on above date. The meeting opened at 8:15 p.m.

President Boyce in the chair.

Roll call of Officers and members and absentees noted.

The minutes of previous meeting adopted and read. A motion made and carried that the regular order of business be suspended and go into Election of Officers and the chair appointed the following as tellers: Thomas Breslin, William Vaughn, William Martin. Motion made and carried by Brother Gosnell that Delegates to the UA Convention be voted separately. Motion made and carried by Brother Hickman that the nominations be re-opened and that the election take place at our next regular meeting, July 2nd, 1913.

Nominations in order and the following Brothers were nominated: Meitzler, Biggs, Luce, Freeman, Botts and Hickman.

Regular order of business; communication received from Stationary Engineers enclosing tickets for the Excursion, also one from Book Binders Union enclosing 10 tickets for Excursion for benefit of one of their members. Motion made and carried that Local #602 take four (4) tickets and return the balance.

Brother Thomas Flanagan reported sick and placed in hands of sick committee.

Reports of Committees

Building Trades none

Central Labor Union none

Sick Committee none

The Business Agent report was made and approved by the Local.

W Crosson made application for membership as Helper placed in hands of Executive Board. Application accompanied by \$10.00.

Motion made and carried that the Secretary write the Master Fitters Association asking for meeting of the conciliation committee.

Brother McDonald of Local 5 was present and said the Plumbers would give an Excursion on August 4th and that complimentary tickets had been sent to the Officers of Local 602. Motion made and acarried that a vote of thanks be extended to Brother McDonald.

Appropriation of Money

For Printing 1.50

Dues – Board of Bus Agents 2.50

S D Zea Salary & Expense	53.50
Recording Secy	15.00
Fin Secy	15.00
Treasurer	9.00

Receipts of Meeting 79.30

Motion made and carried by Brother Hickman that the Local advance \$10.00 to Brother Graham until headquarters send on his sick benefit.

Motion made and carried by Brother Gosnell to adjourn 11:30 p.m., the tellers were counting votes at adjournment.

Some Facts you may or may not be aware of:

Legal Issues

Beneficiary Designations – Keep all beneficiary designations for all of the Funds up to date. Divorces, deaths, births and other changes in your circumstances may mean that you need or want a different beneficiary. When you die, your survivors may be eligible for benefits from the Pension Fund, the Retirement Savings Plan, the Medical Fund, Local 602 and/or the United Association. Forms for designating beneficiaries can be obtained from Local 602 or the Fund Office. Please bear in mind that certain benefits from the Pension and Retirement Savings Plan are automatically paid to a surviving spouse even if you designate someone else. If you want to designate someone other than your spouse, your spouse must consent to the designation.

Joint and Survivor Annuities from the Pension Plan: If you are married when you retire, your benefits are automatically paid from the Pension Plan in a joint and survivor annuity. Your spouse must consent in writing if you want your pension in another form, your spouse's signature must be witnessed by a notary.

Pension Plan:

Plan Year: September 1 through August 31

Service Credit: Hours worked in Plan Year ÷ 1,700

More than one service credit can be earned if more than 1,700 hours are worked in a Plan Year.

Vesting Credit: 1 year for 1,000 or more hours (affects the eligibility for, but not the amount of the benefit)

Full Vesting: occurs with 5 Vesting Credits

Self Contributions: Permitted in a year if regular (employer) contributions are made for some hours, but less than 1,700 hours, in that year (only have one year to make the payment)

Pre Retirement Death Benefit:

Any Age

Service – must be 5 or more vesting credits

Benefit – 50% of the Benefit you would have received had you retired the day before you died and elected the Joint & Survivor form of payment. Benefit is payable when you would have been 62, or age 55 if you have 10 or more Service Credits. Spouse can elect a lump sum instead.

Post Retirement Death Benefit –

If a Joint & Survivor annuity is not chosen, the difference, if any between all contributions made in your behalf and the amount of benefits paid while retired is payable as a Lump Sum.

If a Joint & Survivor Annuity is chosen, your spouse gets a percentage of your benefit (usually 50%, but can be 75% or 100%).

If you retire directly from active employment, you can elect a Joint & Survivor annuity such that if your spouse dies before you do your benefit “pops up” to the amount it would have been had you not elected the Joint & Survivor annuity.

Apprentice Accrual –

15% of the accrual rate applies for the credit earned in the 1st through 4th year of your apprenticeship. Therefore, credit earned after September 1, 1986 is equal to 20.55 for each of the 1st through 4th years.

Medical Fund:

Working members –

Coverage is extended for up to six months in the event of a disability (either work related or non work related)

Retirees –

Minimum of age 55

Must have been eligible for benefits for 10 years immediately preceding retirement or eligible for 10 of the last 12 years.

Must be receiving a Pension.

Must make the required self payment.

In the event a retiree remarries after retirement the new spouse is NOT eligible for benefits.

Coordination of Benefits –

If your spouse is covered by an HMO or other managed care plan, coverage will be coordinated as if the managed care plan was the primary insurer (you must follow the rules of the HMO)

When you become eligible for Medicare, if you are still working, the Fund is “primary” and Medicare is “secondary”

If you are Retired and eligible for Medicare, Medicare then is “primary” and the Fund is “secondary”

If your spouse is working when you retire, the spouse’s plan is then the “primary” insurer.

If you become Medicare eligible the Fund will coordinate with Medicare. You must take Medicare Part B, if you are retired and are eligible to receive Part B, if you do not take Medicare the Plan will deduct from the payment the amount Medicare would have paid.

Some Facts:

The Fund contracts with OneNet (formerly Alliance)PPO which negotiates lower fees from doctors and hospitals. The same schedule of benefits is used whether you use a OneNet provider or not, however, the out of pocket should be less expensive if using a OneNet provider due to the discounts given.

The Fund is self insured. OneNet is not the insurance carrier.

The Fund has agreements with certain dentists to provide services at reduced fees. Contact the Fund Office for a listing of participating Dental Providers.

COPE Donations

In the next few weeks you will see a request for COPE contributions. If you have already donated this year I thank you, if not **PLEASE** forward your contribution. This election is critical in electing Labor Friendly candidates.

New Applicants

The following have applied for membership with Local 602:

NONE

95th Anniversary Items

We are carrying zip up windbreakers and some new shirts to celebrate our 95th year, all are available for purchase. Come in before the sizes run out.

Maryland License Plates

The new License Plates are out and traveling around town. If you are interested please contact the Hall for the application, checks or money orders for \$25.00 payable to the MVA must be returned to the Hall with the application. The hall will forward the application for you.

Motorcycle plates have been delayed, we currently need 23 more applications to be eligible for the motorcycle plates. If you are interested please file an application with the hall. We will notify you when we have 23 and are submitted the request.

Substance Abuse Issues

We are still holding our Substance Abuse sessions on Thursday's in the hall at 4:30 p.m. All are welcome to attend.

Dues Check Off

With the start of Dues Check Off some clarifications need to be made. If the company withholds from your January paycheck that covers the February Dues. Any amounts due prior to February are your responsibility. All deaths and any initiations are also your responsibility. However, if deaths are not paid, according to the UA Constitution they can be credited prior to your dues. Make sure your deaths and dues are caught up.

If a month has a fifth week, the company is withholding the extra week, that will go to pay any shortage of dues or deaths, whichever is needed.

If you have any questions regarding Dues Check Off or you would like to sign up for Dues Check Off, please contact the Union Hall.

Please remember the Union Hall does not always know where you are working, please contact us regarding changes in employment so the new employer may be notified. Without 100% participation we still have to notify the employer.

THIS 'N THAT

BIG WINNER

Danny Loveless was the winner of the 50/50 raffle held at the September Union Meeting and donated his winning to COPE.

THE CURRENT DEATH IS NO. 1298 ANY MEMBER NOT PAID THROUGH DEATH NO. 1298 IS IN ARREARS

From Kevin Sullivan Business Agent

There was a UA job, I believe it was in Ohio, which was failing miserably because of absenteeism, craftsmanship, and failed welds. The UA, employer, and the union developed a plan where there would be shared responsibilities between the contractor and the employee in the building and completion of a project. This plan became known as the UA Standards For Excellence.

Take a look at the UA Standards. It outlines the member and local union responsibilities along with those that the employer and management must uphold. I encourage/challenge our contractors to use this as a marketing tool. It seems that the negative aspect, the three firings in a year, is the only aspect being utilized.

We may have an opportunity, a first I believe, to use it for marketing. Many of you know the problems we have encountered at our two coal burning power plants in Southern Maryland and the one in Dickerson. Those three plants are going through extensive upgrades in an attempt to reduce emissions. The Shaw Group signed a 1.1 Billion dollar deal with Mirant to do the work. Other than Shaw subbing out Chalk Points Unit 1 SCR project to a Union contractor the work has been done using a non union work force. On my numerous visits with the Shaw site manager he always assured me it was going

union; my gut told me otherwise. After seeing Shaw set up a hiring hall for fitters/welders and then seeing them on the job, I knew more had to be done to try to turn this around.

I sent letters to 33 Business Managers from Ohio to West Virginia asking them for contractors who were doing this type of work in their jurisdiction. I received responses from about a third of the locals contacted. Steve Knisley, BM from Lima Ohio, gave a contractor our name and number; I have been in contact with their east coast Operations Manager ever since. I'm not here to report we have the work; only that we need to be ready if we do.

I am going to use Local #26 (electricians) as a model. Why I am using them as a model is that they took the necessary steps in meeting with the owner and now they are on both southern Maryland Power Plants. They have used the Standards For Excellence as a marketing tool to secure work for their members. Anyone that hires on must take a course revolving around their responsibilities as an employee. The Union has also met with their contractor stressing their responsibilities too. In my talks with our potential contractor I am recommending that we do the same. It will take a combined effort on everyone's part to get this work to go union.

This past spring when our members installed a SCR system at Chalk Point the unit was fired back up on schedule; our members should be proud. I do not believe Zachary Construction who did the work at Morgantown Power Plant can say the same. Scrubbers are being installed at both plants; we do not have any members on either project. We were not asked to come back on these projects so I ask myself, what happened? Conversations with supervision, men in the field, Shaw, and Mirant have me believing all parties played a part. That is why I believe the concept of the Standards For Excellence could have helped this project.

In my meetings with Shaw and Mirant they always pointed the blame finger at the men. Mirant had pictures to bolster their claim that it was the men's fault. The Mirant supervisor, smirked in delight, as he showed me the pictures. He had shots of five guys hanging at the water cooler, numerous shots of mechanics talking on their phone, four men working on a 1" flange and many more. I wanted to ask them if this is all he has to blame on a project that exceeded cost by over 50%. I took it all in and walked away. I knew if he took his little camera to Morgantown and observes our non-union counterparts he would get more of the same. But it wasn't the non-union, the shots were of us and it didn't look pretty. In talking to supervision a lot of the problems revolved around starting the job 2 months late forcing heavy overtime to meet schedule. There were engineering problems with no one person to get answers from. It was a screwed up job that a notorious non union contractor, who played a part, wants to blame on the union.

We are held to higher standards. With the training received in our apprenticeship, and with all that is offered to a journeyman, we should be. On this particular project and I imagine on many more we are under a microscope; our performance always being observed. For every one there are probably nine that we receive high acclaim for. We may not hear about it because it is what's grown to be expected when a project has employer and employee firing on all cylinders. What we do right here right now on the job has a corresponding effect on where we go in the future. This administration, at the hall, will do their part in reaching out to the owners and users to sell this product. You are our product; help us by doing it right the first time.

Unpleasant Business by Bill Durkin

In July, 2007, I received a call from a National Contractor for a mechanic with some computer skills. I know of one member that had attended classes at night in Computer Science. Thus, this mechanic was hired at a government facility where the company had a maintenance contract.

Unbeknownst to Local 602, there were 12 to 15 other employees at this site who belonged to no union. However, our member reported these workers were doing covered work. He also informed his supervisors that this was not in accordance with the National Agreement. The mechanic was then ignored and isolated from the other employees.

Late that summer, I visited the job site in an attempt to settle the problem. I met with the supervisor and after a few minutes, I was taken to this man's boss. There were denials and eventually I was told that they could not talk with me and that I would have to call the head of Human Resources out in the Midwest.

After several calls, I received a return call from the head of Human Resources and was told the same thing. Only Local members were performing UA work. I was told they did not need a mechanic; "the work only required a couple of Helpers".

Under National Agreements, if a grievance cannot be resolved at the local level, it must be referred to the UA National Headquarters. This occurred during the third week of August. They responded promptly and informed me they had a meeting set with the HR person for September 20th.

During this time, we received reports that non union personnel were rebuilding backflow preventers. This work was previously subcontracted to our Local Contractors and subsequently, the information was forwarded to the UA.

Previously, I visited the site to see some of the mechanical equipment rooms. I went through the normal security procedures and was escorted by a company employee. I also let the UA know that not only was it our work but they needed our people to bring the equipment into proper order because it had not been maintained properly.

On September 24th, I received an email from the HR Manager that a new site supervisor was coming on board and would like to meet with Business Manager, Joe Savia and myself. On October 2. Joe and I met with the contractor. We had hoped the problems would be worked out.

When November 12 rolled around without any change, I sent a written grievance to the UA.

The Company then requested manpower and reported back that everyone we sent was "overqualified". They hired two national tradesmen (helpers) at the end of December. Reports of continued contract violations continued to come in. In addition, I contacted the company about an agreement for the other non-covered employees, but this was a non-starter. I kept Joe Savia informed about all that was going on.

During this period, a new International Rep was assigned and brought up to speed on the matter.

On March 12, I sent a letter to the UA asking how to proceed. The grievance was not settled. A meeting was set at the site for March 26. The head of HR had come in from the Midwest to orchestrate the meeting. Just before the meeting started, our only UA mechanic at the site was told that he was not needed at the meeting and should return to work. I held my tongue for a short time, hoping this issue could be worked out.

However, after several minutes of Power Point presentations and claims they had very little covered work, I asked why our member was not allowed at the meeting to refute these claims. Then the HR guy lost his cool and said, "He's out of here". He then made claims of sexual harassment against the man. I told him, "he better have his ducks in a row because, if our member was let go I would be filing charges with the National Labor Relations Board". In response, he said I "had better be careful". The meeting ended. Our International Rep later met with him in private and asked him to reconsider the termination.

Later, I found out the HR guy had just come from the Human Resources Department for Wal Mart, where he was involved in keeping the company union free. Now it's clear why we didn't hit it off.

Subsequently, a Local 5 Plumber was hired and we hoped all was going to be OK. Unfortunately, on May 2, the only fitter on the job was "laid off due to lack of work". However, another fitter was hired two days later and I was informed more people were needed. We sent the laid off mechanic's resume over and were told his application would be, unlike others, sent to HR. He was not hired.

In May, we filed a charge with the National Labor Relations Board. Our claim was that the termination of our member was solely due to his union activity. We were later contacted by the company law firm in attempts to settle the charge short of the Labor Board.

After some discussion, we said we wanted his job back (with full back pay including wages and benefits) and a posted notice at the job site stating employee's right under the NLRA. Their lawyers offered one, maybe two of the items, but not all three. This went on for almost a month. Finally, they agreed to all three but would post the notice in their office in VA, not at the job site in Maryland. We said no and refiled the charge the next day.

After the Labor Board notified the company about the new charge, the new HR Manager contacted me directly, and in a short time we came to a settlement (the former HR manager from Wal Mart had left the company).

As a result of this settlement, our mechanic has been reinstated at the site with full back pay and benefits, and the following notice was posted at the job site for 60 days:

"We recognize that Section 7 of the National Labor Relations Act give all employees the following rights: to organize, to form, joint or assist any union; to bargain as a group through a representative they choose; to act together for other mutual aid or protection; and to choose not to engage in any of these activities.

We will not interfere with, restrain or coerce our employees in the exercise of their rights guaranteed under Section 7 of the Act.

We will not discriminate in regard to the hire or the tenure or terms or conditions of employment, thereby discouraging membership in or activities on behalf of a labor organization."

Now we have two fitters, a UA Plumber, a Fitter Apprentice and a Helper on the site.

In conclusion, we would like to let you know the contractor in question has previously always been a very good "Union" contractor.

We do not enjoy confrontation with our contractors. However, had we not taken them on the open shop, people would think if you stood up for the Union , you would be “gone”. We could not let this happen. Now, we all hope we can get back to work with a higher degree of mutual respect.

PS: In the September 6, Washington Post, it was reported that, “Wal-Mart’s Mexican subsidiary defended a voluntary program that pay employees in food vouchers that must be spent at company stores, despite a setback from Mexico’s high court. The court on Thursday, ruled that the company could not require one employee who sued to spend vouchers at the stores. The court didn’t order Wal-Mart to abolish the program entirely because no others sued.”

Wal-Mart – what will they think of next?

SOLIDARITY

President, John P. Sullivan

Less Than Two Months To Go

The Democratic and Republican Conventions are over. The respective tickets of the two major parties are now established. The nation will now focus on the election of either Obama/Biden and McCain/Palin as the next President and Vice President of the United States.

I do not want to demean anyone who supports any of the other parties but in this election. I encourage anyone who supports the American Independent, Boston Tea, Constitutional, Green, Libertarian, Peace and Freedom, Prohibition, Reform, Socialism and Liberation, Socialist, or the Socialist Workers Parties to register and vote your conscience. I am certain, however, that the outcome of the election will result from the Democratic and Republican votes cast on November 4th.

Unless there is an October surprise, I believe that the state of the US economy will be the major issue of concern on Election Day. Ronald Reagan asked the electorate in 1980, “Are you better off today than you were four years ago?”. This year’s cry will be, “Are you doing any better than you were eight years ago?”.

Among the highlights of the US economy in 2008 are the following:

1. The inflation rate is up to 5.6%.
2. Average wages are estimated to have increased by 3.6% (2% loss when compared to inflation).
3. There have been eight straight months of American job losses, 605,000 since January. There were 84,000 American job losses in August alone.
4. Unemployment has risen to 6.1 % of those still seeking work. The rate is the highest in five years.
5. The number of Americans seeking work had climbed to 9.4 Million in August. This is the highest number in 16 years.
6. Of those currently seeking work, 20% have been unemployed for 6 months or more.
7. US Trade Deficit (our exports vs. our imports) is \$ 759 Billion dollars.

8. The current US Budget (taxes collected – government spending) is \$ 354 Billion dollars in the hole.
9. The national debt has increased \$ 540 Billion dollars over the last 12 months to \$ 8.5 Trillion.
10. Out of every tax dollar spent, 18 cents now goes to paying just the interest due on the debt.

The citizens of the United States have just been handed Trillions of dollars of additional future debt with the bailout of Wall Street hedge funds and the takeover of the giant mortgage firms of “Fanny Mae” and “Freddie Mac”. The Executive Branch, the President, his cabinet, and financial departments have guaranteed to cover their losses and debt, yet imagined. Large investors will be protected by the average taxpayer, well into the future.

Eight is enough. The Republican Party was handed reigns of government eight years ago. They were handed a \$ 236 Billion dollar surplus when they were given control. We had taxes and spending under control. We were reducing our foreign debt. At the rate established by Democratic President Bill Clinton, the entire foreign debt would have been paid off by 2010.

The Republican Party, through deregulation, job exports, tax cuts, and deficit spending has squandered all that they were handed. They took a \$ 236 Billion surplus and turned it into \$ 354 Billion deficit. They have help to drive down the American dollar. The historic “Greenback” has fallen 30% when compared to the Euro. The Canadian “Looney”, their dollar is nearly even in value to the “Greenback”.

The wonder of our democracy is that we can vote to change the direction of our government. The pendulum has begun to swing in the opposite direction. We need to live within our budget. We can not continue tax cuts for the rich during times of war, increasing budget deficits and a shrinking middle class. The “trickle down economy” has once again been proven to be a false economy. Eight years of this madness is enough.

FROM WAYNE'S WORLD

2008 GOLF TOURNAMENT

This was the 37th Annual Sam Townsend Memorial Golf Tournament, held at Queenstown Harbor Golf Course, in Queenstown, Maryland on August 19th. We used both courses, the Rivers and the Lakes with full attendance. It was a beautiful August day with Mother Nature providing a breeze from time to time.

We played super ball one score per foursome. We teed off from three tees, men tees, ladies tees and new this year, anyone 65 older teed off in between the ladies and men's tees, giving the old timers a fair chance. As always, special thanks needs to go out to a lot of people; the 48 hole sponsors that allow this tournament to be successful each and every year and a special thanks to Arnie Prada for donating a full set of clubs, as he and his father have done since the first tournament. I can not think of a better way to spend a day building relationships between 602 members, our contractors and suppliers.

We hope everyone had a good time. Every year we have a moment of silence to remember our 602 members who are no longer with us. It's always nice to take the time to remember the good times we had together when they were with us.

And the Winners Are:

Rivers Course

1st Place

M & M Welding

1. Carey Dove
2. Tony Wilson
3. Strag Nichols
4. Kyle Dove

2nd Place

W L Gary Co., Inc.

1. Mike Dent
2. Randy Greer
3. Doug McPherson
4. Brooke Greer

3rd Place

1. Eddie Martin
2. Jamie Friedrich
3. Gary Williams
4. Jim Muncy

Longest Drive

Carey Dove

The Wally Hole

(Closest to the Pin)

Tim Cornell

Lakes Course

1st Place

Dominion Mechanical

1. Will McAteer
2. Nick Raieo
3. Ned Murhinson
4. James McDonnell

2nd Place

HVAC Specialists

1. Omar Brewer
2. Don Patch
3. Gary Hamilton

3rd Place

1. Justin Bateman
2. George Dehney
3. Brad Hardesty
4. Jim Steckle

Longest Drive

Jason Bruce

The Wally Hole

(Closest to the Pin)

Buddy Patch

Winner of the Clubs
Willie Bright