

Dear Employer,

Yesterday Samuel Gompers advised us that he will have to leave an hour early on Thursday because of a doctor's appointment. We would like to bargain over who should be transferred to his machine for the remainder of the day.

While we are negotiating this first contract, you have an obligation to bargain over the decision as to who should be transferred as well as the effects of the transfer. We know that you may view this as a minor and insignificant matter, but to our members, it is important. Once we have a contract with seniority and transfer rules written down, it will not be necessary to bargain over such matters. But in the interim we need to bargain over everything which has any impact on our members.

In the future before you transfer anyone, please call us so that we may bargain over who is to be transferred and under what circumstances. Do not wait for us to ask for bargaining. If you fail to do so, we reserve the right to file unfair labor practice charges. Obviously, if you have substantial time (such as filling vacation relief) we will expect as much notice as possible.

With respect to the filling of the job for the hour Mr. Gompers is gone please provide the following information:

- 1 The names, job assignment, classification and work location of all who are on the payroll either active or laid off when Mr. Gompers will be off. For each such person give the person's qualifications and job experience. Please also tell why you would or would not chose to transfer that person to the open position. If you plan to assign someone please tell us why you would chose that person.
- 2 Please provide the wage rates for all of those employees who perform the job which Mr. Gompers performs and copies of all wage surveys, job analyses, job descriptions and industrial engineering studies of that job. This is for the purpose of bargaining a premium for whoever does that job while Mr. Gompers is at this doctor's.

We know you will think this is burdensome. But as long as we are in this interim position without a contract, we intend to bargain everything. Once the contract is settled, the rules will be in writing and this kind of bargaining will hopefully not be necessary.

We are available on the following dates for purposes of bargaining over this matter. We obviously need to have this accomplished before the doctor's appointment. If you delay beyond that time, we will consider it a refusal to bargain in good faith and an unfair labor practice. We propose our union hall.

Dear Employer,

Yesterday, one of your supervisors gave a verbal warning to Norma Rae for being two minutes late. We recognize that your current company discipline system doesn't treat such verbal warnings as serious. None-the-less our members believe that such verbal warnings are often unfair and unreasonable.

While we are negotiating this first contract we need to bargain over every such incident of discipline. We know you will think it burdensome and expensive. But we have an obligation to negotiate over every detail of the workplace. Once we have a contract we will not need to negotiate over such minor matters.

Please provide a list of all employees who have received verbal warnings for the last five years. For each warning, give the date, the name of the supervisor who gave it and the nature of the incident for which it was given.

Please provide the same for each suspension for the last five years.

Please provide records which will show the tardiness of all employees for the last five years. We need to see this to determine if you have been consistent in the application of your discipline policy.

We are prepared to bargain on _____. Please advise of your availability.

In the future do not impose any discipline including verbal warnings without notifying us first and giving us an opportunity to bargain over the discipline before you impose it.