

# The WorkSheet

## Beins, Axelrod, P.C.

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## Firm News

December 2007

### Teamster Lawyers Convene

→ **Jon Axelrod** presented a paper and speech to the 2007 Teamster Lawyers Conference in Montreal. Jon's topic was the rights of union and pension funds as shareholders. E-mail our Office Manager Lori at [lorgers@beinsaxelrod.com](mailto:lorgers@beinsaxelrod.com) for a PDF of the paper Jon presented to the Conference.

On behalf of Beins, Axelrod clients, Jon has persuaded the Securities and Exchange Commission to include shareholder proposals in corporate proxy statements. Later in this edition is an article with more information on this interesting topic and how to use such litigation to advance workers' interests.

### Hugh Beins and Jon Axelrod Again Rated High By Peers

→ **Hugh Beins** and **Jon Axelrod** were named in the 2008 edition of the Best Lawyers in the Washington DC area for labor and employment law. These honors are awarded based on professional achievement and peer assessment. Jon and Hugh have been cited in similar publications several times in the past.

### Want More Information, Cases, or Papers?

If you or anyone else would like a complete electronic or hard copy of any of the decisions, cases, or papers, discussed in the WorkSheet, please feel free to contact our office manager Lori Rogers at [lorgers@beinsaxelrod.com](mailto:lorgers@beinsaxelrod.com) or 202.328.7222 and we will be happy to help.

## Firm & Client Successes

Our Firm's successes are really our clients' successes. Our clients have had several recently, and our Firm's attorneys have had the privilege of playing a role in them:

→ **Jon Axelrod** defended the Amphill Rayon Workers Union, who were sued by Dupont because the Union sought arbitration after Dupont reduced pension and other benefits in violation of the collective bargaining agreement. Dupont argued that only the District Court could interpret the contract because its ERISA benefit plans covered union and non-union employees alike. The Court ordered Dupont to arbitrate. See Page 2 for more on this case.

→ **Justin Keating**, on behalf of the Teamsters UPS National Negotiating Committee, won an arbitration against UPS protecting employees' right to pay for work missed due to jury duty. See Page 2 for more on this case.

### Future Beins Axelrod Lawyer?

→ On October 8<sup>th</sup>, **Justin Keating** and his wife **Janis** welcomed their first child, **Pearse James Keating**, into the world. Pearse and his mother are both



happy and healthy. Pearse amazed the doctors at Georgetown Hospital when they delivered him to find him already sporting a "Teamsters" t-shirt. Justin was not surprised and has already started teaching him important ideas like "economic justice," "strike," and "collective bargaining."

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**This newsletter discusses cases and legal issues that may be of general interest to the Firm's clients and friends and is for general informational purposes only. The newsletter does NOT necessarily represent the views of any of the Firm's clients. Any editorial comments are for entertainment (and perhaps therapeutic purposes) only. The newsletter should not be seen as a substitute for specific legal advice. If you have any questions, please call us.**



# Victories for workers!

## Federal Court Rejects Company's Attempt to Ignore Arbitration Clause

For decades, the primary way to resolve claims that an employer's unilateral change breaches a CBA is to arbitrate. But some employers have no respect for that process.

After Dupont made unilateral changes in its company managed employee benefit plans, a union grieved that the changes violated the CBA. Dupont refused to arbitrate, arguing that because its ERISA plans covered union and non-union facilities alike and because unions at several plants had filed similar grievances, it was unfair to allow an arbitrator at one site to rule upon nation-wide ERISA issues. Instead, Dupont claimed, employees challenging benefit cuts should be required to file benefit claims and let the plan administrators, all Dupont appointees, determine the validity of the plan amendments they had made.

We countered that administrators resolving benefit claims could not legally rule that a plan amendment violated a CBA. We also argued that ERISA did not change national labor policy, which prohibits courts from addressing the merits of grievances where a CBA contains an arbitration clause.

In Dupont v. Ampthill Rayon Workers, the US Dist. Court for the Eastern Dist. of Virginia upheld the sanctity of the collective bargaining process and ordered Dupont to arbitrate. Dupont's appeal to the 4th Circuit is pending.

## Arbitrator Rules UPS Employee Entitled to Adequate Paid Time Off to Serve on Jury Duty

On November 1<sup>st</sup>, Arbitrator Dana Eischen ruled that UPS improperly denied jury duty pay to a UPS employee. **Justin Keating** arbitrated the case on behalf of the Union. The Arbitrator's decision interpreted the Master UPS Agreement, and thus applies to all 200,000+ employees under the contract.

The grievant was assigned to a 6PM-3AM shift. She was called to jury duty and understandably did not want to work the shift before jury duty. Who could be expected to be an attentive juror having worked until 3AM prior to an 8AM jury reporting time? The grievant was also entitled to a night off with pay for the shift following jury duty because she was not released until two hours prior to her start time. The Company insisted that the contract only obligated it to pay her for one of the shifts, not both.

Arbitrator Eischen disagreed and awarded the grievant the extra day's pay. While a strong collective bargaining agreement like the UPS Master Agreement provides many benefits and protections, we often do not realize that the contract can further the public's interest in having alert and competent jurors. Although UPS agreed to that in negotiating the contract, it tried to shirk the responsibility here. The Union, with **Beins, Axelrod's** assistance, fortunately held the Company to its agreements.

## FMLA Reminder: Employers Must Maintain Health Coverage During FMLA Leave, Even If CBA Does Not Require It

The Family and Medical Leave Act (FMLA) permits a maximum of 12 weeks of leave in a year and requires an employer to maintain the employee's health coverage during the entire period of FMLA leave. Therefore, an employer cannot stop making contributions EVEN IF THE COLLECTIVE BARGAINING AGREEMENT ALLOWS EMPLOYER TO PAY FEWER WEEKS OF CONTRIBUTIONS FOR OFF THE JOB ACCIDENTS OR INJURIES.

In Slatten v. UPS, 2007 U.S. Dist. LEXIS 70346 (D. Minn. 2007), the court found that UPS illegally ceased contributions to the Teamsters Health Fund after four weeks of FMLA time. UPS claimed that it was allowed to do so because the collective bargaining agreement allowed suspension of contributions after four weeks off the job due to a non-work related disability. The Court awarded damages of eight weeks of contributions the first year and twelve weeks of contributions the second year, plus interest and liquidated damages.

Local Unions should make their stewards and members aware of this requirement to ensure that employers follow this important rule.

In most states, private sector employers are not required to give paid time off for jury duty; Some union contracts require it.

Education Is key: Employees must know their FMLA rights to enforce them

# NLRB Limits Rights of Union Organizers



Unions Must Now Follow More Difficult Rules to Get "salt" Organizers the Protections of the NLRA

As They Often Do, Board Members and Former Union Lawyers Dennis Walsh and Wilma Liebman Dissented From the Board's Anti-Union Decision.

The federal Government's fiscal year ends on October 1st. The string of reckless and anti-worker decisions the Board issued in the last week of September might make a cynical person think that the NLRB felt a need to justify its yearly budget. What better way to do it than by building more obstacles to working families' efforts to achieve equality in the workplace?

In Toering Electric Company, the Board addressed whether an employer commits a ULP when it refuses to hire an applicant because the applicant is an avowed union supporter who seeks the employment with a primary purpose of organizing the employer's employees. Such an applicant is called a "salt" and the NLRB apparently does not like to acknowledge that salting is and has always been a legal and successful method for bringing workers the benefits of union membership. A fertile opportunity for the NLRB to whittle away at another Union tool.

According to the Board's Toering decision, for the employer's refusal to hire to be a ULP, the applicant must be "someone who is genuinely interested in seeking to establish an employment relationship with the employer" and it is the General Counsel's (effectively the Union's) burden to prove that the applicant meets that definition. Someone seeking a job merely to help organize and then move on would probably not meet this requirement.

The Board's decision does serve to remind unions of steps they can take to prosecute successful salting cases: The Board found it significant that many of the applicant resumes submitted by the Union to the targeted employer were incomplete and outdated and that the applicants may not have even been aware that the union had submitted the application to a particular employer. This gave the employer a convenient reason to decline to offer jobs to those applicants. In other words, the organizing union should take extra care to make sure that submitted resumes are "spotless" and that the salts/applicants are truly qualified for the jobs and that each applicant whose application is submitted to a targeted employer specifically authorized the union to do so. These obstacles are onerous, but we must operate in the environment set up by the pro-management Board.

The Board used the IBEW's statements that its organizing efforts were intended to "drive the non-union element out of business" as evidence that its motives were improper. But it failed to explain what is improper about a union's effort improve union density, a goal that would have the effect of "driving non-union" companies out of the market.

Although the Board cited fears that salts would take actions disloyal to the employer if actually hired, there was no evidence in the Toering case that the salts in question intended to do so. The Board cited as evidence of a sham that some of the salts actually refused offers of employment that Toering eventually extended. But the Board conveniently offered no explanation for how a previous applicant's decision to not accept a job offered long after the application was submitted is evidence that the applicant was not a "real" applicant or the type that is protected by the NLRA.

The Board also missed a point fundamental to union organizing campaigns when it repeatedly emphasized that the salts in *Toering* would arguably not have been entitled to backpay under the NLRA.

The majority of the Board members come from management backgrounds; accordingly, they may tend to see all disputes as motivated by money. For a union though, a salting effort is not necessarily about the money, it is more about getting rulings from the NLRB that the targeted employers have acted illegally. But for Republicans (and their employer supporters) it's always "about the money."

Ironically, the Board criticized unions for using salts solely to motivate the employers to commit ULPs, thus inflicting litigation costs on the employers. The Board stated that its decision is necessary to "allay reasonable concerns that the Board's processes can be too easily used for the private, partisan purpose of inflicting substantial economic injury on targeted nonunion employers..." Why doesn't the Board had the same concern for vindictive employers who use tactics with the sole purpose of inflicting costs on unions? 50+ years of NLRB decisions are filled with case after case of employers inflicting economic harm on unions because the employer constituency can so often outspend/outlast the workers. How has that become so accepted? When did the Board lose sight of the NLRA's overarching goal of promoting the collective bargaining process?



# NLRB Continues Furious Pace of Pro-Management Decisions

## Power to the Scabs!

When unionized workers strike for economic reasons, rather than in protest of an employer's unfair labor practices, the employees are subject to "permanent replacement" by their employer. However, it is well established law that the "scabs" (let's call them what they are) must have some mutual understanding with the employer that they are actually being hired as "permanent replacements" and that they will not be discharged when the striking employees return to work.

In 2002, the United Steelworkers undertook an economic strike against Jones Plastic & Engineering Company. The Employer hired scabs, explicitly telling them in writing that they were being hired as "permanent replacements" for the strikers, but that the scabs' employment was "at-will" and that the scabs' employment "may be terminated as a result of a strike settlement agreement reached" between the Employer and the Union. In the case of one scab, the Employer's HR manager had told the scab that he would be a "full-time and permanent employee." Another scab testified that he believed he was a permanent replacement "because nobody told him otherwise." A third scab testified that she believed she was a permanent employee because she received the same pay and benefits as the striking employees.

It has for some years been settled law that the scabs could be hired as "at-will" employees but still be considered, if other factors were present, "permanent replacements." But there still must be some evidence of the mutual understanding between the employer and the scab that the scab would not be replaced by a returning striker in the absence of a strike settlement requiring return of the strikers or an NLRB order to reinstate the strikers. The weak statements quoted above, suggest that there was no such evidence.

But the current NLRB has never let facts get in the way of its tireless efforts to help employers destroy the collective bargaining process. The Board's decision did little to explain how it concluded that there was the required mutual understanding between the scabs and the employer. The two dissenting Board members, Dennis Walsh and Wilma Liebman, correctly pointed out that the evidence did not support a finding that the employer and the scabs had reached the required mutual understanding.

## NLRB: We Will Stop at Nothing to Make It Easier For Employers to Break the Law and Get Away With It

It is well settled that an employee who is terminated in violation of the National Labor Relations Act (NLRA) must "mitigate" his or her damages by making a good faith effort to find other employment while the Company fights the ULP charges. The law-breaking employer has traditionally been required to carry the burden of proving that the employee did not do enough to mitigate the damages. This proof involves two elements: (1) showing that there were substantially equivalent jobs within the relevant geographic area and (2) the discriminatee unreasonably failed to apply for these jobs.

In St. George Warehouse, the Board departs from precedent by holding that the employer only has the burden of proving the first element and that the NLRB General Counsel (effectively the employee) would have the burden of proving that the employee did act reasonably in failing to apply for the available jobs.

The Board's ruling states, "When an [employer] raises a job search defense to its backpay liability and produces evidence that there were substantially equivalent jobs in the relevant geographic area available for the discriminatee during the backpay period, we will place on the General Counsel the burden of producing evidence concerning the discriminatee's job search."

The management-minded Board majority glossed over the concept that a discriminatee's failure to mitigate damages is an "affirmative defense", meaning that it is a defense that an employer can use to decrease its damages despite being found to have broken the law. Thus, an employer can now break the law by firing an employee in violation of the law but make the employee prove he made enough effort to find other employment. Not a bad deal for the employer. This decision is a reminder that unions need to stay on top of employees who are illegally fired or otherwise suffer earnings losses as a result of an employer's NLRA violations. These employees need to keep thorough records of their job search efforts and need to cooperate with the NLRB General Counsel in getting that evidence into the record. Otherwise, the law breaking employer will pay nothing to the employee.

NLRB makes it easier for employers to permanently replace striking workers

This ruling may by itself seem minor, but it is one more small step in our Government's union busting campaign

# NLRB Makes Ruling on Card Check Recognition



The NLRB has released its long awaited decision in a case that threatens the ongoing viability of “card check” agreements. A card check agreement is an agreement between a union and an employer by which the employer recognizes the union as the collective bargaining agent after the union presents proof that it has the support of a majority of the employees in the bargaining unit. It is more democratic than the current NLRB election process because it is not subject to employer intimidation. Employers agree to it when they recognize that having a cooperative labor-management relationship is not only good for the employees but is good business sense. Unions and employers have been using card check agreements for decades but the method has seen a resurgence in the last few years.

Then the Bush administration and its pro-corporate lackeys stepped in to upset the apple cart. Yes, the Bush administration, with all of its great defenders of democracy, claims that card check agreements are undemocratic. As too many unions and employees know from organizing campaigns in recent years, there is very little democracy in union-busting campaigns. The companies have done their best to oppress free choice in the NLRB election process. Card check is the best way to avoid that unfair process. This recent NLRB decision is one of the first legal attacks on the card check system.

Dana Corporation granted the UAW voluntary recognition on the basis that the UAW had obtained signed authorization cards from a majority of the bargaining unit employees. Despite what the anti-union TV commercials last summer in opposition to the Employee Free Choice Act may have suggested, unions do not obtain these signed authorization cards by threatening members with baseball bats or by acting like old fashioned gangsters. In the Dana case, there was no finding at all that the UAW or its organizers had done anything even remotely improper. However, several bargaining unit employees objected to the voluntary recognition and filed a petition seeking to decertify the union.

By long standing precedent, a decertification petition will not be processed for a reasonable period of time following an employer’s voluntary recognition of a union when the employer has a good faith belief that the union has demonstrated that it has the support of a majority of the employees. But the current NLRB likes to throw out long standing precedent like most of us throw out last week’s leftover pizza.

The Board ruled that a voluntary recognition will only bar an decertification vote IF two conditions are satisfied: (1) employees in the bargaining unit must have received notice of the recognition and of their right, within 45 days of notice, to file a decertification petition or to support the filing of a petition by a rival union AND (2) 45 days have passed from the time the employees received notice of the recognition. If a petition, whether it be to de-certify the recognized union or to certify another union, is filed within those 45 days, the Board will proceed with the normal representation case process.

The Board’s decision requires employers and/or unions to notify the NLRB’s applicable Regional Office, in writing, of the grant of voluntary recognition. The employer’s voluntary recognition must itself be in writing, must describe the unit, and must set forth the date of recognition. The Board will then send the employer and/or union an official Notice to be posted at the workplace. The 45 day period begins upon posting of the notice. These posted Notices all but invite a decertification drive.

This decision is not as bad as we feared it might have been. It does however create more obstacles to unions’ organizing efforts. It also makes it more difficult for responsible employers to respect the expressed collective bargaining wishes of their employees. It could also be seen as an early step in the anti-union forces’ efforts to render the card-check system useless.

In reaching its decision, the Board offered unnecessary commentary on the card check process. It referenced statistics from 1962 that it contends are evidence that authorization cards are not reliable indicators of employee preference for union representation. The 1962 study showed that unions with a 50-70% majority card showing won only about 48% of elections. Sadly, the percentage of successful elections based on a 50+% showing of support has probably decreased even further. That the Board sees those statistics as evidence that authorization cards are not reliable indicators of union support only proves just how much the Board is out of touch with working America. Unions lose many elections not because the workers do not want the union, but because the employer has the right to spend the election period threatening and intimidating employees, hanging the possibility of losing health insurance and wages over the employees’ heads like an anvil.

End the madness at the NLRB!

The obstacles imposed by the NLRB in [Dana Corp](#) would likely be rendered moot if Congress can pass the Employee Free Choice Act.

Add the recent NLRB decisions to the pile of reasons we have to elect a President and Congress in 2008 who will respect the rights of working people to join unions.



# DC Circuit Rebukes NLRB

The DC Circuit issued a strong ruling in an NLRB case involving a Union's efforts to put pressure on several different employers. The Union had a labor dispute with a sheet metal contractor. The Union's creative and multi-faceted approach to the battle resulted in three separate unfair labor practices against the Union.

The contractor had a contract to perform work at Beall's department store. The Union wrote a letter to Beall's notifying Beall's that the Union had a labor dispute with the contractor and that the Union would be picketing the Beall's job site. The Union's letter did not notify Beall's of Beall's right to set up a reserved gate for the Union's pickets. The NLRB's General Counsel claimed that the Union's failure to do so was an unfair labor practice.

The contractor also had a contract with Brandon Regional Hospital. The Union distributed leaflets outside the hospital protesting the presence of non-union workers employed by the contractor. The handbills stated, "There's a Rat at Brandon Regional Hospital" and depicted a cartoon rat next to a patient in a hospital bed. The Union also placed a 16 foot high inflatable gate about 100 feet from the hospital entrance. The NLRB's General Counsel claimed that this was a violation of the NLRA's secondary picket prohibitions.

The Union also staged a "mock funeral" outside the hospital and distributed leaflets stating, "Going to Brandon Hospital Should Not Be a Grave Decision" and detailing several malpractice suits against the hospital. The funeral was presided over by five union organizers- one dressed as the Grim Reaper and the other four acting as pallbearers carrying a prop coffin and handing out the leaflets. The funeral procession was held about 100 feet from the hospital entrance, separated by a street and parking lot. Like all grandiose funerals, they were accompanied by somber music played over a portable audio system. The General Counsel claimed that the mock funeral constituted unlawful secondary picketing of the hospital.

The NLRB agreed with the General Counsel that each of these actions were unfair labor practices under the NLRA. The US Court of Appeals for the DC Circuit ruled that all these actions were entirely legal ways for the Union to publicize its labor dispute.

The court first found that the Union's failure to specifically notify Beall's of its right to set up a secondary gate for picketing was not a ULP. The court showed a sense of logic (some courts and the NLRB seem to have lost this sense in recent years) by finding that a Union should not be required to assure an employer that it will not break the law. The court stated, "The burden of informing a union about the existence of or plan to erect a reserved gate should be on the neutral employer," and the NLRB "could not presume that a union's threat to picket at the job could be done in a lawful manner."

As to the mock funeral, the court reminds us that not every effort to convince consumers to boycott a secondary employer is illegal under the NLRA's secondary boycott prohibitions. The court quoted an earlier Supreme Court decision, "More than mere persuasion is necessary to prove a violation...it requires a showing of threats, coercion, or restraint...Handbilling directed at secondary consumers is ordinarily not coercive and therefore does not run afoul" of the NLRA. The mock funeral was permissible because it did not have any of the coercive character of picketing: Union members did not physically or verbally interfere with or confront hospital patients; they did not create even a symbolic barrier to those who would enter the hospital.

The court noted several key facts which put the mock funeral below the level of coercion: It occurred about 100 feet from the entrance; the union protestors did not come anywhere near blocking anyone's ingress or egress; the behavior was not intimidating or threatening. A union that handbills at a secondary employer should keep these factors in mind; they are not necessarily exclusive or necessary, but will support defenses the union may have to make to ULP charges.

The DC Circuit reminds us that not all secondary action by a union is necessarily illegal

It would be outrageous to require a union to notify the employer that the employer has the right to set up a secondary gate for picketing. For the \$500 per hour employers pay their attorneys, they should be able to get that advice on their own.

# Using Shareholder Rights to Further Workers' Interests



Unions and Taft-Hartley pension funds in this country have assets of approximately \$400 billion. The portion of this \$400 billion invested in corporate equities provides an opportunity to influence the governance and management of those corporations. We have helped our union and pension fund clients utilize these assets in three ways.

**First**, shareholders may submit a proposal for consideration at a shareholder meeting. The proposal can require that the company and/or its board of directors take specific action. The Securities and Exchange Commission resolves disputes when a corporation refuses to include a shareholder's proposal in the company's proxy card and to provide a proxy form so that shareholders can vote on the proposal.

Most of the disputes over union shareholder proposals involve the company's contention that a proposal interferes with "management functions" because it "deals with a matter relating to the company's ordinary business operations." Generally, SEC rules do not require the corporation to put such a proposal to a vote. Despite widespread debate over international trade and the desirability of labor protective provisions, the SEC has allowed corporations to exclude some employment-related proposals, such as a proposal to require the corporation to conduct a study of the effects of job losses and a proposal to limit the corporation's choice of suppliers based on the suppliers' own labor relations policies. The SEC has allowed the corporation to exclude them because, in the SEC's view, they relate to the company's ordinary business activities.

Yielding to widespread public outrage regarding excessive executive compensation, the SEC has acknowledged the right of shareholders to insert the executive compensation proposals in corporate proxy statements that would limit the corporation's authority to pay grossly excessive compensation to top level executives. The SEC has also acknowledged the shareholders' right to make proposals that require the corporation to prepare reports comparing the top executives' pay to that of its lowest paid workers. The SEC draws a distinction between shareholder proposals relating only to senior executives and directors and shareholder proposals relating to a broader group of high level employees. The latter type of proposal can generally be withheld from shareholder vote.

**Second**, shareholders can vote their proxies. Pension fund trustees have a fiduciary obligation to vote their proxies, but they may delegate that authority to another fiduciary, such as an investment manager. The trustees should provide written requirements or instructions so that the investment manager, as an ERISA fiduciary, can discharge its duties solely in the interest of fund participants and beneficiaries. Not all investment management agreements require compliance with the AFL-CIO Proxy Voting Guidelines or with guidelines which may be prepared by Change to Win. The Department of Labor expressly permits shareholder activism concerning employment matters. Among the issues appropriate for active monitoring, according to the Department, are "the appropriateness of executive compensation, the corporation's policy regarding mergers and acquisitions, the extent of debt financing and capitalization, the nature of long-term business plans, the corporation's investment in training to develop its work force, other workplace practices and financial and non-financial measures of corporate performance."

**Third**, shareholder activism may even be *required* to protect a plan's investment in a particular company. ERISA fiduciaries have an obligation to consider and respond to any notification of the pendency of shareholder/class action claims against companies in which the plan has money invested. Benefit plans should develop a policy and procedure for responding to shareholder class action issues. The Department of Labor has stated that "a fiduciary has an affirmative duty" to consider serving as lead plaintiff in securities class actions. This strongly suggests that such a duty exists for monitoring class action proceedings and settlements as a non-lead plaintiff as well.

A trustee's fiduciary obligations may be implicated in three areas: Trustees, as prudent fiduciaries, must monitor their plan's portfolios for recoverable losses resulting from successful securities fraud class actions brought by other investors. A plan's custodian should receive notices of class actions and should file the necessary proofs of claim on behalf of the plan. The custodian should monitor securities fraud cases and settlements daily and issue monthly reports to fund counsel and to the fund administrator. Trustees should monitor ongoing cases, and initiate, in appropriate circumstances, a non-lead plaintiff role such as challenging settlements and challenging attorneys fees paid. Trustees should determine when the plan should seek to be appointed lead plaintiff in cases and establish a procedure for hiring outside counsel when appropriate.

Union pension funds can and should use their investment power to force corporations to be better corporate citizens

Taft-Hartley trustees have a fiduciary obligation to monitor and sometimes join shareholder lawsuits against companies in which their plan has invested money



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## Beins, Axelrod, P.C. Publishes 2007 DC PERB Digest

Beins, Axelrod, P.C. has published the 2007 *Index of Decisions of the Public Employee Relations Board and Related Court Decisions*. It includes cases decided on or before June 30, 2007. The cumulative index, available for only \$65.00, is a handy legal resource that will complement the library of lawyers, union representatives, agency representatives, judges, and others.

Edited by Jonathan G. Axelrod, the *Index of Decisions of the Public Employee Relations Board and Related Court Decisions* includes the following useful features:

- A descriptive outline of classifications.
- A list of abbreviations used for quicker and easier reading.
- Opinion numbers for each case.
- Superior Court docket numbers for your future reference and research.
- A listing of all cases, by Opinion Number, with related Court decisions and PERB decisions.

A new "CD Version" will include links to cited PERB and Court opinions. The print version will be available in November 2007 and will be sent in PDF format. The CD version will be available in December 2007.

To order your copy, contact Lori Rogers at 202.328.7222 or [lrogers@beinsaxelrod.com](mailto:lrogers@beinsaxelrod.com).

The prices for the 2007 version are \$65 for the print version, \$140 for the CD version, or \$175 for the full set.

## Working Families in Maryland Lose a True Friend

In late August, Teamsters Local 992 Business Agent **Ron Merceruio** lost his long battle with cancer. Ron was a respected leader in his Union and worked hard to improve the lives of countless working families in Western Maryland, West Virginia, and Southwestern Pennsylvania.

Ron was a Marine Corps veteran who served in Vietnam with distinction. He served his Teamster brothers and sisters with that same fighting spirit. Even after being diagnosed with a terminal illness, Ron proved his doctors wrong and lived an active life for longer than he was told he would even live. Despite the toll his illness took on him, he continued to work until a week before his death. Ron's close friend, Local 992 Secretary-Treasurer Tom Krause, believed that working for his Union helped keep Ron alive and active beyond his doctors' predictions.

We at Beins, Axelrod lost a real friend. Fortunately, the deeds that Ron did as a union leader will live on as his legacy. His good work continues to benefit working families.

The Beins, Axelrod, P.C. produced Digest of District of Columbia PERB Decisions is used by many labor relations professionals in the District of Columbia

Ron Merceruio will be missed by all those he served