

**Local 36, International Union of Elevator Constructors, AFL-CIO and Montgomery Elevator Company. Case 7-CB-8218**

September 30, 1991

**DECISION AND ORDER**

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

On February 15, 1991, Administrative Law Judge Donald R. Holley issued the attached decision. The Respondent filed exceptions and a supporting brief, the Charging Party filed a brief in support of the judge's decision, and the General Counsel filed an answering brief to the Respondent's exceptions, a brief in support of the judge's decision, and a motion to correct the record.<sup>1</sup>

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions<sup>2</sup> and to adopt the recommended Order.

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Local 36, International Union of Elevator Constructors, AFL-CIO, Detroit, Michigan, its officers, agents, and representatives shall take the action set forth in the Order.<sup>3</sup>

<sup>1</sup>The General Counsel's unopposed motion to correct the record is granted.

<sup>2</sup>In agreeing with the judge's conclusion that Supervisor Dixon was an employer representative within the meaning of Sec. 8(b)(1)(B) of the Act, Member Devaney does not rely on the evidence that Dixon was the only onsite supervisor available to represent the Employer when grievances arose on the Marriott jobsite. See *Electrical Workers Local 1547 (Veco, Inc.)*, 300 NLRB 1065 fn. 2 (1990).

<sup>3</sup>The judge's decision is corrected to reflect the correct citation for *San Francisco-Oakland Mailers Union 18 (Northwest Publications)*, 172 NLRB 2173 (1968), and that Thomas A. Ricca is counsel for the Respondent.

*Ellen J. Dannin, Esq.*, for General Counsel.  
*Thomas A. Ricca, Esq.*, of Detroit, Michigan, for the Respondent.

*Charles O. Strahlay, Esq. (Putnay, Twombly, Hall & Hirson)*, of New York, New York, for Charging Party.

**DECISION**

**STATEMENT OF THE CASE**

DONALD R. HOLLEY, Administrative Law Judge. On an original charge filed in the above-captioned case on March 2, 1990, the Regional Director for Region 7 of the National  
305 NLRB No. 8

Labor Relations Board issued a complaint on April 24, 1990, which alleged, in substance, that Local 36, International Union of Elevator Constructors, AFL-CIO (the Respondent and/or the Union) violated Section 8(b)(1)(B) of the National Labor Relations Act by fining William Dixon for job-related activities engaged in at a time when he was a supervisor within the meaning of Section 2(11) of the Act and a representative of Montgomery Elevator Company (Montgomery) for the purpose of collective bargaining or the adjustment of grievances. Respondent filed a timely answer denying it had engaged in the unfair labor practices described in the complaint.

The case was heard in Detroit, Michigan, on August 22, 1990. All parties appeared and were afforded full opportunity to participate. On the entire record, including careful consideration of posthearing briefs filed by the parties, and from my observation of the demeanor of witnesses who appeared to give testimony, I make the following

**FINDINGS OF FACT**

**I. JURISDICTION**

Montgomery Elevator Company maintains its principal office in Moline, Illinois, and it maintains other places of business in other States, including a place of business located at 2406 West Ten Mile Drive, Southfield, Michigan. It engages in the manufacture, sale, and installation of elevators, escalators, and related products. At times material, its Southfield, Michigan place of business was engaged in the sale and installation of elevators at a construction site known as the Marriott jobsite in Troy, Michigan. It is admitted that during the year ending December 31, 1989, Montgomery purchased and caused to be transported to its Michigan jobsites and facilities directly from points located outside the State of Michigan materials and supplies valued in excess of \$50,000. It is admitted, and I find, that Montgomery is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**II. STATUS OF LABOR ORGANIZATION**

It is admitted, and I find, that the Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.

**III. THE ALLEGED UNFAIR LABOR PRACTICES**

The facts in the instant case are not in dispute as Respondent chose to rest after counsel for the General Counsel presented her case.

William Dixon, the alleged discriminatee is an elevator constructor. He belongs to Local 31, International Union of Elevator Constructors located in Houston, Texas. Dixon was first hired by Montgomery in 1969, and since that time he has spent 16 years working as a mechanic in charge of construction jobs.<sup>1</sup>

During the first week of August 1989, Montgomery began performance of a contract valued in excess of \$800,000 which provided for the purchase and installation of four pas-

<sup>1</sup>The Union's Standard Agreement requires that a mechanic in charge be designated if four or more elevator constructors are employed on a job. Mechanics in charge receive 12-1/2 percent more than journeymen. See G.C. Exh. 7, p. 28.

senger elevators and one parking garage elevator at a Marriott Hotel which was under construction in Troy, Michigan. Sirio Oriani, one of the two witnesses who testified during the trial of this case, is employed as a construction supervisor by Montgomery. He provides field suspension for Montgomery's construction operations in the Detroit area. Oriani indicated during his testimony that he learned the elevator trade by working under Dixon. Thus, when Oriani needed someone to run the above mentioned Marriott job, he induced Dixon to come from Texas to Michigan to accept the position of mechanic in charge on the job. Oriani indicated he was able to place an out-of-town man on the job because there was no one on the bench at Local 36's hall.

Montgomery is party to the Union's Standard Agreement which was placed in the record as General Counsel's Exhibit 7. Article IV, paragraph 5 of that agreement provides:

Par. 5

(a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick or crane can be used under the supervision of Elevator Constructors in the employ of the Employer. Heavy material under subparagraph (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors.)

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane under the supervision of Elevator Constructors. Heavy material under subparagraph (b) is confined to beams, sheaves, and bundles of rails.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams and where conditions warrant machines with beams, which may be hoisted together.

(d) All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

During the month of September 1989, Dixon and three men provided to Montgomery by Local 36 assembled elevator components on the Marriott job. Oriani testified that at some point he visited the Marriott job and observed that Dixon and his crew had completely assembled the parking garage elevator on the ground. At the time, Dixon and the crew were assembling the passenger elevators and Dixon voiced his belief that, if the deflector sheaves were attached to the motor and beams before the assembly was hoisted into position over the appropriate elevator shaft the unit would be out of balance. Oriani assured Dixon that the deflector sheaves could be safely attached on the ground.<sup>2</sup> Thereafter, Dixon, utilizing a crane on the job, caused the five elevator assemblies to be hoisted to the top of the 17-story Marriott structure where they were positioned over elevator shafts.

<sup>2</sup>See G.C. Exh. 3. The deflector sheave is the lower of the two round objects which resemble large pulleys.

On September 25, Michael Carey, the business agent of Respondent Local 36, filed a grievance against Montgomery and an intraunion charge against Dixon. The grievance, which appears in the record as Respondent Exhibit 1, alleges that Montgomery violated article IV, paragraph 5 of the standard agreement on December 20 and 21, 1989, as "machines were mounted to machine beams, deflector heaves mounted to machine beams, and were then hoisted by outside crane on a non-modular construction job." Dixon was charged with violation of the Union's constitution and by-laws and with violation of article 4, paragraph 5 of the standard agreement during the period September 11 through September 22. The description of the nature of the offense was: "Machine beams and deflector shaves [sic] were mounted to machine on the ground and hoisted as one unit with outside crane and Hall was not notified."<sup>3</sup>

The record reveals Montgomery settled the grievance filed against it by agreeing it violated article IV, paragraph 5 of the standard agreement when it attached the deflector sheaves to the machines together with the machines and beams. As a remedy, Montgomery agreed to pay the NEI Welfare Fund an amount equal to 1 day's pay for a mechanic.<sup>4</sup>

The record reveals that Dixon appeared before the Union's executive board on December 18, and he was thereafter found guilty of violating the contract. He was fined \$2000. By letter dated March 11, 1990, he filed an appeal with the International Union. The record fails to reveal the disposition of the appeal.

The complaint alleges, and the General Counsel contends, that Respondent violated Section 8(b)(1)(B) of the Act when it fined Dixon for an alleged violation of its standard agreement as he was a supervisor within the meaning of Section 2(11) of the Act, and he was a representative of Montgomery for the purposes of collective bargaining or the adjustment of grievances at the time.

Respondent contends the record fails to establish the General Counsel's contentions. The issues and the facts offered to prove them are discussed individually below.

#### The Supervisory Issue

Uncontested testimony given by Oriani and Dixon clearly establish that Dixon was a supervisor in the statutory sense when employed on the Marriott job at Troy, Michigan.

Oriani indicated during his testimony that he has from 6 to 11 jobs going at any given time and that his administrative responsibilities leave him insufficient time to provide on-the-job supervision at each construction site. With specific regard to the Marriott jobsite at Troy, he indicated he sought to visit the site once each week, primarily for the purpose of delivering paychecks and obtaining time records kept by Dixon on the job. Oriani testified his visits to the Marriott job normally lasted 15 minutes or less.

While record reveals that Oriani only visited the Marriott jobsite once a week, he and Dixon spoke to each other on the phone about every day. Oriani indicated their discussions involved measures necessary to advance the job, rather than an attempt by him to supervise the job. Thus, during such

<sup>3</sup>See R. Exh. 3, p. 4.

<sup>4</sup>See R. Exh. 1, p. 2.

discussions, Dixon sought to schedule the arrival of materials, supplies, and men on the job as he needed them.

With the exception of those brief periods when Oriani was present at the Marriott jobsite, Dixon was Montgomery's only representative on the job. He testified that he, without consultation with Oriani, set the work hour of his crew, which varied from four to eight men, at 7 a.m. to 3:30 p.m. In addition to assigning the men their work tasks, Dixon checked their work, monitored the safety of their performance, acted on their requests for time off, recorded their hours of work, decided which employees would perform overtime work, and resolved conflicts which arose among employees on the job.

With respect to keeping time records, Dixon, corroborated by Oriani, testified he had the authority to pay employees who reported for work late a full 8 hours or, in the alternative, he could tell them to sit down for an hour and dock their pay an hour. Dixon explained he decided what action he would take after considering the employee's past performance and attitude. He indicated that one employee, Joe Preston, was tardy so frequently that he recommended that Oriani terminate the man. Oriani testified he followed Dixon's recommendation regarding Preston, and that he also honored Dixon's request that employees Tom Poole and Ron McClure be replaced with other elevator constructors.

With respect to Dixon's authority to resolve what Oriani described to be "interpersonal" conflicts among men on the job, Dixon testified that when mechanic Mitch Henderson complained his helper, Stacey Renick, was working too slow, not following directions, and was talking too much, he transferred Renick to work with another mechanic.

In addition to exerting control over the men on the Marriott job, Dixon, corroborated by Oriani, indicated he controlled the flow of Montgomery employees to and from the Marriott job, and he recommended that certain employees be retained by the Company after he no longer needed them on the Marriott job. Oriani corroborated Dixon's claim that when he felt he needed additional employees on the Marriott job he informed Oriani of his need and the latter uniformly obtained the needed men from the Union. Similarly Oriani indicated he uniformly separated employees from the payroll when Dixon indicated he no longer needed them. In this regard, he corroborated Dixon's claim that he reassigned employees Lance Kehr and John Watson after they were no longer needed on the Marriott job because Dixon had recommended that such employees be retained by the Company.

Oriani and Dixon indicated during their testimony that safety was a matter of paramount concern to Montgomery. Oriani testified that Montgomery's policy was to have a safety meeting conducted on each job every week, and that Dixon conducted such meetings at the Marriott jobsite. Dixon testified he decided when the weekly safety meetings would be held, what the topic(s) would be, and how long the meetings would last.

As Montgomery's only representative on the Marriott jobsite, Dixon attended meetings held with representatives of various trades on the job at which coordination of work, the sharing of cranes and equipment, and related matters were discussed. Dixon testified he prepared daily job status reports which were submitted to the general contractor, and that when jurisdictional disputes erupted on the job, he represented Montgomery.

During cross-examination of Oriani and Dixon, Respondent's counsel caused both Oriani and Dixon to admit that in situations wherein less than four men were on a job, the senior mechanic would perform virtually all the tasks accomplished by a mechanic in charge on a larger job.

#### Conclusions

Section 2(11) of the Act defines a supervisor as "any individual having authority to lay off, recall, promote discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances or to effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine and clerical nature, but requires the use of independent judgment." Possession of one of these enumerated powers is sufficient to establish supervisory status. *NLRB v. Edward G. Budd Mfg. Co.*, 169 F.2d 571, 576 (6th Cir. 1948), cert. denied 355 U.S. 908 (1949). The evidence which relates specifically to Dixon, as opposed to mechanics who would perform many of the same functions on smaller crews, establishes that Dixon kept the time which determined the employees pay and he had the authority, independently of Construction Supervisor Oriani, to dock employees or pay them a full 8-hour pay if they were late in arriving to work. Similarly, the evidence clearly reveals Dixon effectively recommended that members of his crew be terminated if he was not satisfied with their performance, and he, likewise, effectively recommended that employees who were performing satisfactorily be retained by the Company after they were no longer needed on the Marriott job. It is further clear that Dixon exercised considerably independent judgment when assigning work to members of his crew, when conducting weekly safety meetings, and when representing Montgomery during meetings with others at the Marriott jobsite. It is clear Dixon was a statutory supervisor while on the Marriott job and I so find.

#### The Collective-Bargaining and/or Grievance Adjuster Issue

While the instant record reveals William Dixon does not participate in collective-bargaining negotiations or in the processing of contractual grievance on behalf of Montgomery, General Counsel offered through the testimony of Oriani and Dixon, to prove that Dixon nevertheless was a grievance adjuster within the meaning of Section 8(b)(1)(B) of the Act while he was the mechanic in charge on the Marriott job.

Oriani indicated during his testimony that he was employed as a mechanic in charge before he became Montgomery's construction supervisor in the Detroit area. He testified that Dixon as the mechanic in charge on the Marriott job was responsible, due to his supervisory status, for resolving "interpersonal" problems that came up on the jobsite; interpreting the bargaining agreement to determine the expense zone which would control the amount of expense money to be received by elevator constructors on the job; interpreting the agreement to determine whether wires on elevator door interlocks that came connected should be disconnected and rewired in the field; interpreting the agreement to determine whether, when drilling of hydraulic holes was being accomplished by an outside firm, an elevator constructor should merely be paid for standing by, or whether such an employee

should actively assist the driller; and representing Montgomery in disagreements between the trades which arose on the jobsite.

With regard to the obligation to solve “interpersonal” problems, Oriani cited the situation involving employee Renick and his mechanic which is described, *supra*. While he did not cite any situations in which Dixon made decisions related to travel expense moneys, door interlock wiring situations, or drilling, he claimed that Dixon represented Montgomery in three jurisdictional dispute situations which were experienced on the Marriott job during an 8-month period.

During cross-examination, Oriani was asked whether he ordered Dixon to hoist the material on the Marriott job in the manner in which it was done. He answered “no.” He claimed, instead, that he arrived on the job at a time when the service elevator depicted by General Counsel’s Exhibit 4 was completely assembled and ready for hoisting, and at a time when the deflector sheaves had not yet been attached to the passenger elevators depicted by General Counsel’s Exhibits 3 and 5. According to Oriani, Dixon expressed concern over attaching deflector sheaves to the passenger elevators while they were on the ground because he felt they might be out of balance if the sheaves were attached. Oriani claims he merely told Dixon his prior experience convinced him there would be no balance problem.

When Dixon appeared to testify, he supplemented Oriani’s grievance-handling testimony to a limited extent. Thus, he testified that while the Union’s standard agreement dictates that one helper should be used for each mechanic on a construction job, he, as the mechanic in charge on a job, decided when extra helpers should be put on to, for instance, provide extra help when they were stacking rails.

Dixon testified another contract-related matter he handled as mechanic in charge was the resolution of pay questions raised by employees. He indicated he resolved such disputes by checking his time tickets against the employee’s pay stubs and assuring that the expenses turned in for the employees were correct. With respect to door hangers and prewiring, Dixon testified that he recalled one situation during which he discussed prewiring with Union Business Representative Dick Egerer and their discussion led to disassembly and rewiring a door interlock. Finally, Dixon testified that when he worked on job other than the Marriott job under discussion, he, as the mechanic in charge had been faced with contract interpretation situations involving the handling of material, employee benefits, holiday pay, insurance coverage, and other things of that sort.

During cross-examination, Dixon was shown copies of the transcript of the December 18, 1989 proceedings, before the Union’s executive board, and a letter dated March 11, 1990, which was sent to the International Union in connection with Dixon’s appeal of the Local’s finding that he was guilty of the charges filed against him.<sup>5</sup> Such documents clearly reveal that Dixon claimed during the intraunion proceedings that he caused the elevator assemblies to be hoisted with deflector sheaves attached solely because Oriani instructed him to have them hoisted that way. Dixon was evasive when he was asked if the statements made in the transcript and the March 11 letter were true; he claimed his reference to Oriani in the exhibits pertained only to the passenger elevators, and that

he decided on his own to have the service elevator hoisted with the deflector sheaves attached.

### Conclusions

At the outset, I note the record reveals that Dixon was the only supervisor available to represent Montgomery when grievances arose on the Marriott jobsite. That fact, coupled with uncontradicted evidence which reveals that: Dixon engaged in considerable contract interpretation when assigning work to members of his crew; he represented Montgomery in three jurisdictional disputes which arose on the job; and he resolved pay and “interpersonal” grievances raised by his crewmembers, warrants a finding that Dixon was at all times material, a representative of Montgomery within the meaning of Section 8(b)(1)(B) of the Act.

Respondent’s main defense is a claim that Dixon was not engaged in contract interpretation when he caused the deflector sheaves to be hoisted together with other elevator components because he admitted during the intraunion proceedings that he did what he did because Oriani told him to do it that way. For the reasons set forth below, I find Respondent’s defense to be without merit.

As noted *supra*, Respondent, through its Business Agent Carey, responded to what it concluded was a violation of article IV, paragraph 5 of its standard agreement by filing a grievance against Montgomery and intraunion charges against Dixon. Although the record reveals three elevator constructor’s in addition to Dixon were working on the Marriott job in September when the alleged contract violation occurred, only Dixon, the supervisor on the job, was charged with a violation of the Union’s constitution and bylaws and/or the standard agreement. Respondent’s failure to bring charges against the members of Dixon’s crew strongly suggests it had a motive for proceeding against Dixon other than to merely punish him as union member. Such a conclusion bolstered when one reads the entire transcript of Dixon’s trial before the Union’s executive board, as that document clearly reveals that Union Representatives Carey and Egerer testified Dixon had informed them during their investigation of the situation that he, rather than Oriani, decided to hoist the elevator assemblies with the deflector sheaves attached.<sup>6</sup> In the circumstances described, observations made by the Board in *San Francisco-Oakland Mailers Union 18 (Northwest Publications)*, 172 NLRB 2173 (1968), are germane. There, the Board stated (at 2174):

in the present case, the relationship primarily affect is the one between the Union and the Employer, since the underlying question was the interpretation of the collective-bargaining agreement between the parties. The relationship between the Union and its members appears to have been of only secondary importance, used as a convenient and, it would seem, powerful tool to affect the employer-union relationship; i.e., to compel the Employer’s foremen to take pro-union positions in interpreting the collective-bargaining agreement. The purpose and effect of Respondent’s conduct literally and directly contravened the statutory policy of allowing the Employer an unimpeded choice of representatives for collective bargaining and settlement of grievances. In

<sup>5</sup> See R. Exhs. 2 and 3.

<sup>6</sup> See R. Exh. 3.

our view it fell outside the legitimate internal interests of the Union, and, as found by the Trial Examiner, constituted a violation of Section 8(b)(1)(B) of the Act.

In sum, I am persuaded, and I find, that Respondent utilized its disciplinary procedures to compel Dixon to abide by the Union's interpretation of the collective-bargaining agreement in the future. By engaging in such conduct, I find it violated Section 8(b)(1)(B) of the Act as alleged.

#### CONCLUSIONS OF LAW

1. Montgomery Elevator Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 36, International Union of Elevator Constructors, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. William Dixon was, at all times material, a supervisor within the meaning of Section 2(11) of the Act and a representative of Montgomery Elevator Company within the meaning of Section 8(b)(1)(B) of the Act.

4. By imposing a fine against William Dixon because he allegedly violated the collective-bargaining agreement between Respondent and Montgomery Elevator Company, Respondent has restrained and coerced the Company in the selection and retention of its representative for the purpose of collective bargaining or the adjustment of grievances and has engaged in an unfair labor practice within the meaning of Section 8(b)(1)(B) of the Act.

5. The aforesaid unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

On the above findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>7</sup>

#### ORDER

The Respondent, Local 36, International Union of Elevator Constructors, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Fining or otherwise disciplining William Dixon or any other 8(b)(1)(B) representatives of Montgomery Elevator Company, for allegedly violating the provisions of the collective-bargaining agreement.

(b) In any like or related manner restraining or coercing Montgomery Elevator Company in the selection and retention of its representatives for the purposes of collective-bargaining or the adjustment of grievances.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

<sup>7</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Rescind the fine levied against William Dixon and remove all records of the fine from its files.

(b) If the fine has been paid by William Dixon, refund said money to him with interest in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(c) Post at its offices and meeting halls copies of the attached notice marked "Appendix."<sup>8</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Furnish the Regional Director with signed copies of such notices for posting by Montgomery Elevator Company, if willing, in places where notices to employees are customarily posted.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>8</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

##### NOTICE TO MEMBERS

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fine or otherwise discipline William Dixon or any other 8(b)(1)(B) representative of Montgomery Elevator Company for allegedly violating the collective-bargaining agreement between us and that company.

WE WILL NOT in any like or related manner restrain or coerce Montgomery Elevator Company in the selection and retention of its representative for the purposes of collective bargaining or the adjustment of grievances.

WE WILL rescind the fine levied against William Dixon and remove all records of the fine from our files.

WE WILL refund to William Dixon any moneys he may have paid on account for the fine assessed against him with interest.

LOCAL 35, INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, AFL-CIO