

**Local Union No. 435 of the International Brotherhood of Teamsters, AFL–CIO<sup>1</sup> (Mercury Warehouse and Delivery Service, a division of Beverage Distribution Corporation) and Richard P. Fletcher.**  
Case 27–CB–3004

January 26, 1999

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

Upon a charge filed by Richard P. Fletcher on July 15, 1991, the General Counsel of the National Labor Relations Board issued a complaint on August 21, 1991, against the Respondent, Local Union No. 435 of the International Brotherhood of Teamsters, AFL–CIO (the Respondent or Union), alleging that it had engaged in certain unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the National Labor Relations Act. Copies of the complaint and notice of hearing were served on the Respondent and the Charging Party. The Respondent filed a timely answer denying the commission of any unfair labor practices.

On January 31, 1992, the Charging Party, the Respondent, and the General Counsel filed a stipulation for submission to the Board. They agreed that the stipulation, with attached exhibits, constitutes the entire record in this case, and that no oral testimony is necessary or desired by any of the parties. The parties waived a hearing, the making of findings of fact and conclusions of law, and the issuance of a decision by an administrative law judge. On May 21, 1992, the Deputy Executive Secretary, by direction of the Board, issued an order approving the stipulation, and transferring the proceeding to the Board. The Respondent and the General Counsel thereafter filed briefs.

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

On the entire record in the case, the Board makes the following findings of fact and conclusions of law and issues the following remedy and Order.

FINDINGS OF FACT

I. JURISDICTION

The Employer, Mercury Warehouse and Delivery Service, a division of Beverage Distribution Corporation (the Employer or Mercury Warehouse), a corporation with an office and place of business in Aurora, Colorado, is engaged in the warehousing and delivery of beverages. The Employer, in the course and conduct of its business operations, annually purchases and receives goods, materials, and services valued in excess of \$50,000 directly from places located outside the State of Colorado. We find that Mercury Warehouse is an employer engaged in

<sup>1</sup> The name of the Respondent has been changed to reflect the current name of the International Union.

commerce within the meaning of Section 2(2), (6), and (7) of the Act. We further find that the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The issues presented are whether the Respondent violated Section 8(b)(1)(A) of the Act by: (1) charging Richard P. Fletcher, the Charging Party, for nonrepresentational functions engaged in by the Respondent, following Fletcher's notification to the Respondent that he was filing a *Beck*<sup>2</sup> objection; (2) failing on receiving Fletcher's *Beck* objection, to provide him with information setting forth the Respondent's major expenditures for the previous accounting year and distinguishing between the Respondent's representational and nonrepresentational functions; and (3) failing to notify other non-member unit employees of their *Beck* rights.

A. Facts

The Respondent and the Employer are parties to a collective-bargaining agreement effective from February 9, 1991, to February 6, 1996. The collective-bargaining agreement contains a union-security clause.<sup>3</sup> The Respondent and the Employer have ratified the union-security clause as an "all-union agreement"<sup>4</sup> under the provisions of Section 8-3-108(a)(c)(II)(A) of the Colorado Labor Peace Act.<sup>5</sup>

<sup>2</sup> *Communications Workers v. Beck*, 487 U.S. 735 (1988).

<sup>3</sup> The clause states that:

All employees covered by this agreement shall be and remain members in good standing of the Union as a condition of employment. New employees shall become and remain members of the Union as a condition of employment within thirty-one (31) days of their date of employment. "Good standing" for the purpose of this Agreement shall mean the payment or tendering of initiation fee and periodic Union membership dues.

<sup>4</sup> Sec. 8-3-104(1) of the Colorado Labor Peace Act defines an "all-union agreement" as

a contractual provision between an employer or group of employers and a collective bargaining unit representing some or all of the employees of the employer or group of employers providing for any type of union security and compelling an employee's financial support or allegiance to a labor organization . . . [and] includes, but is not limited to, contractual provisions for a union shop, a modified union shop, an agency shop (meaning a contractual provision which provides for periodic payment of a sum in lieu of union dues but does not require union membership), a modified agency shop, a prehire agreement, maintenance of dues, or maintenance of membership.

<sup>5</sup> C.R.S. § 8-3-101 et seq. 1973. Sec. 8-3-108(1)(c)(II)(A) of the Colorado Labor Peace Act provides that:

Any [all-union] agreement as defined in Section 8-3-104(1) between an employer and a labor organization in existence on June 29, 1977, which has not been voted upon by the employees covered by it may, by written mutual agreement of such employer and labor organization, be ratified and upon such ratification shall be filed with the director. Any agreement as defined in section 8-3-104(1) between an employer and a labor organization in existence on June 29, 1977, which has not been ratified and filed, as provided in this subparagraph (II), shall not be legal, valid, or enforceable during the remaining term of that labor contract unless and until either the employer, the labor organization, or at least

About September 16, 1982, Charging Party Fletcher signed an application for membership in the Respondent and signed a dues-checkoff authorization. About April 15, 1991, Fletcher notified the Respondent in writing that he was resigning his union membership and objected to the use of his union dues payments for nonrepresentational purposes. The parties have stipulated that since April 15, 1991, the Respondent has refused to refrain from charging Fletcher for nonrepresentational functions engaged in by the Respondent, and on receiving his *Beck* objection failed to provide him with information setting forth the Respondent's major expenditures for the previous accounting year and distinguishing between its representational and nonrepresentational functions.

The parties have further stipulated that since about April 15, 1991, the Respondent has failed to notify newly hired unit employees of any of the following: that a stated percentage of funds was spent in the last accounting year for nonrepresentational activities, that nonmembers can object to having their union-security payments spent on such activities, that, if they object, the Respondent will provide detailed information concerning the breakdown between representational and nonrepresentational expenditures, and that those who object will be charged only for representational activities. The parties additionally have stipulated that the Respondent has engaged in the above-described conduct because of the ratification of the union-security agreement under the provisions of Colorado state law.

### B. Contentions of the Parties

#### 1. The Respondent

The Respondent argues that the Supreme Court's *Beck* decision is inapplicable to the instant proceeding. The Respondent reasons that the *Beck* holding pertained only to nonmember objectors subject to an agency shop clause, and is inapposite because the parties here in contrast have a union shop provision. The Respondent urges that the Board should apply *Beck* only according to its facts.

The Respondent further contends that the Board does not have exclusive jurisdiction over union-security agreements, and that the Colorado Labor Peace Act constitutes the lawful exercise of jurisdiction by the State of Colorado over union-security agreements in effect in the state.<sup>6</sup> The Respondent asserts that this exercise of juris-

isdiction by Colorado deprives the Board of jurisdiction concerning the enforcement of the Respondent's union-security clause. The Respondent maintains that "the Board's jurisdiction in the union security area ends when state power is exercised."

The Respondent additionally points out that the unfair labor practice charge filed in this case alleged unlawful conduct solely vis-à-vis the Charging Party. The Respondent accordingly argues that the complaint allegations concerning nonmembers other than the Charging Party are impermissibly outside the scope of the charge.

#### 2. The General Counsel

The General Counsel maintains that the Respondent has violated the Act as alleged in the complaint in view of the Respondent's actions and failures to act as set out in the parties' stipulation. The General Counsel argues further that the Respondent's defense that the Board is ousted of jurisdiction by Colorado law is meritless. The General Counsel argues that union-security agreements are permitted by Section 8(a)(3) of the Act, and that the Board has exclusive jurisdiction over conduct which is subject to Section 8 of the Act. The General Counsel concedes that while Section 14(b) of the Act permits state law to prohibit or regulate union-security agreements, such regulation may not supersede contrary Federal law as established by the Supreme Court in *Beck*. It is additionally argued by the General Counsel that the appropriate remedy in this proceeding must include reimbursement of the Charging Party for all dues that he has paid since he filed his *Beck* objection.

### C. Discussion

In *Communications Workers v. Beck*, supra, the Supreme Court held that the National Labor Relations Act does not permit a collective-bargaining representative, over the objection of dues paying nonmember employees, to expend funds collected under a union-security agreement on activities unrelated to collective-bargaining, contract administration, or grievance adjustment.<sup>7</sup> In *California Saw & Knife Works*, 320 NLRB 224 (1995), enfd. sub nom. *Machinists v. NLRB*, 133 F.3d 1012 (7th Cir. 1998), cert. denied sub nom. *Strang v. NLRB*, 119 S.Ct. 47 (1998), the Board found that the union violated its duty of fair representation by failing to provide notice of *Beck* rights to unit employees covered by a union-security agreement who were not members of the union. The Board held that:

when or before a union seeks to obligate an employee to pay fees and dues under a union-security clause, the union should inform the employee that he has the right to be or remain a nonmember and that nonmembers have the right (1) to object to paying for union activities

twenty percent of the employees covered by such agreement file a petition upon forms provided by the division, demanding an election submitting the question of the all-union agreement to the employees covered by such agreement and said agreement is approved by the affirmative vote of at least a majority of all the employees eligible to vote or three-quarters or more of the employees who actually voted, whichever is greater, by secret ballot in favor of such all-union agreement in an election provided for in this paragraph (c) conducted under the supervision of the director.

<sup>6</sup> The Respondent cites in support *Algoma Plywood Co. v. Wisconsin Employment Relations Board*, 336 U.S. 301 (1949); and *Communica-*

*tions Workers v. Western Electric Co.*, 551 P.2d 1065 (1976) (en banc), appeal dismissed 429 U.S. 1067, rehearing denied 430 U.S. 923 (1977).

<sup>7</sup> 487 U.S. at 752-754.

not germane to the union's duties as bargaining agent and to obtain a reduction in fees for such activities; (2) to be given sufficient information to enable the employee to intelligently decide whether to object; and (3) to be apprised of any internal union procedures for filing objections.<sup>8</sup>

The Board further clarified that if a nonmember employee chooses to file a *Beck* objection, he must be apprised of the following additional information by the union: the percentage of the reduction in fees for objecting nonmembers, the basis for the union's calculation, and the right to challenge these figures.<sup>9</sup> The purpose for providing objectors with this additional information is to allow an employee to decide whether there is any reason to mount a challenge to the union's dues reduction calculations.<sup>10</sup>

The Board explained that these notice requirements furnish significant protection to the interests of the individual nonmember unit employee vis-a-vis *Beck* rights, without compromising the countervailing collective interests of bargaining unit employees in ensuring that every unit employee contributes to the cost of collective bargaining. The Board stressed that a union satisfies its notice obligation as long as it has taken reasonable steps to insure that all employees whom the union seeks to obligate to pay dues under a union-security clause are given notice of their *Beck* rights.<sup>11</sup>

The parties' stipulation establishes that the Respondent engaged in conduct inconsistent with these requirements. Thus, the stipulated facts establish that after Fletcher resigned from the Union and filed a *Beck* objection, the Respondent continued to charge him for nonrepresentational functions, and that on receiving his *Beck* objection, the Respondent failed to provide him with information sufficient to enable him to decide whether to mount a challenge to the Union's dues reduction calculations. The stipulation further establishes that since April 15, 1991, the Respondent has failed to provide any *Beck* notice to newly hired nonmember unit employees whom it sought to obligate under the union-security clause. It is accordingly undisputed that the Respondent did not comply with the rules set forth in *Beck* and *California Saw & Knife Works*.

Contrary to the defense asserted by the Respondent, this unlawful conduct is not shielded by Colorado state law. We recognize that the Supreme Court has explained that "Section 14(b) [of the National Labor Relations Act] was designed to prevent other sections of the Act from completely extinguishing state power over certain union-security arrangements." *Retail Clerks v. Schermerhorn*, 373 U.S. 746, 751 (1963); and *Oil Workers v. Mobil Oil*

*Corp.*, 426 U.S. 407, 416-17 (1976).<sup>12</sup> The Court has made clear, however, that under Section 14(b) "the States are left free to pursue their own *more restrictive* policies in the matter of union-security agreements." *Algoma Plywood Co.*, supra, 336 U.S. at 313-314. (Emphasis added.) While the States are thus free under Section 14(b) to prohibit union-security arrangements, and may place restrictive conditions precedent on enforcement of union-security arrangements as does the State of Colorado, Section 14(b) does not permit the States to sanction a more expansive union-security arrangement than permitted by Federal law. The Respondent's contention that Colorado state law permits it to charge nonmember objectors for nonrepresentational activities, and hence to apply a broader union-security arrangement than that permitted by Federal labor law, as interpreted by the Supreme Court in *Beck* and subsequently applied by the Board, is accordingly meritless.<sup>13</sup> Consistent with fundamental principles of Federal preemption, state law must yield to the Supreme Court's construction of the scope of union-security arrangements permitted by Section 8(a)(3) of the Act. *San Diego Building Trades Council v. Garmon*, 359 U.S. 236, 244 (1959).<sup>14</sup>

We accordingly find that the Respondent violated Section 8(b)(1)(A) of the Act by charging Richard P. Fletcher for nonrepresentational expenses after he had given notice that he was filing a *Beck* objection and by failing, upon receiving Fletcher's *Beck* objection, to provide him with information setting forth the Respondent's major expenditures for the previous accounting year and distinguishing between the Respondent's representational and nonrepresentational expenditures. We further find that it also violated that section of the Act by failing,

<sup>12</sup> Sec. 14(b) of the Act provides:

Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

<sup>13</sup> The Colorado Supreme Court has acknowledged that state regulation of union-security provisions is limited to the application of more restrictive state policies. *Communications Workers v. Western Electric Co.*, supra, 551 P.2d at 1078; and *Ruff v. Kezer*, 606 P.2d 441, 449 (1980) (en banc).

<sup>14</sup> We additionally reject the Respondent's contention that the complaint allegations regarding the Respondent's *Beck* obligations owed to nonmembers are outside the scope of the unfair labor practice charge, which pertained only to the Respondent's *Beck* obligations owed to the Charging Party. The complaint allegations regarding nonmembers are of the same class of violations and the same subject matter as those set out in the charge and are, accordingly, closely related to the allegations set forth in the charge. *Redd-I, Inc.*, 290 NLRB 1115, 1116 (1988). We further find meritless the Respondent's contention that the holding in *Beck* is apposite only when an agency shop clause is at issue. Regardless of the precise type of union-security arrangement agreed to by parties pursuant to Sec. 8(a)(3) of the Act, the Court in *Beck* clearly held that Sec. 8(a)(3) does not permit a union, over the objection of dues-paying nonmembers, to expend funds collected under a union-security agreement on activities unrelated to collective bargaining, contract administration, or grievance adjustment.

<sup>8</sup> *California Saw & Knife Works*, 320 NLRB at 233.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 239.

<sup>11</sup> *Id.* at 233.

since on or about April 15, 1991, to notify newly hired nonmember unit employees whom it sought to obligate under the union-security clause of their rights under *Beck*.

#### CONCLUSIONS OF LAW

1. Mercury Warehouse and Delivery Service, a Division of Beverage Distribution Corp. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent Local Union No. 435 of the International Brotherhood of Teamsters, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By engaging in the following conduct, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the Act: refusing to refrain from charging Richard P. Fletcher, the Charging Party, for non-representational functions engaged in by the Respondent, after Fletcher filed a *Beck* objection; failing, upon receipt of Fletcher's *Beck* objection, to provide him with information to allow him to decide whether to mount a challenge to the union's dues reduction calculations; and failing to notify nonmember unit employees of their *Beck* rights.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. In accordance with *California Saw*, we shall order the Respondent to notify all bargaining unit employees of their rights under *Beck* and *NLRB v. General Motors*, 373 U.S. 734 (1963).<sup>15</sup> The *Beck* notice shall contain sufficient information, for each accounting period covered by the complaint, to enable those employees to decide intelligently whether to object. See, e.g., *California Saw*, supra, 320 NLRB at 253. With respect to those employees whom the Respondent initially sought to obligate to pay dues or fees under the union-security clause on or after April 15, 1991, who with reasonable promptness after receiving their notices, elect nonmember status and make *Beck* objections with respect to one or more of the accounting

<sup>15</sup> As noted above, the General Counsel does not allege, as a separate violation, the failure of the Respondent to notify unit employees of their *General Motors* rights. As stated in *California Saw*, however, "*Beck* rights accrue only to nonmembers. Thus, in order to fully inform nonmember employees of their *Beck* rights, a union must tell them of this limitation and must tell them of their *General Motors* right to be and remain nonmembers." 320 NLRB at 235 fn. 57. The Board's companion decision in *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995), revd. on other grounds sub nom. *Buzenius v. NLRB*, 124 F.3d 788 (6th Cir. 1997), vacated 525 U.S. 979 (1998), expressly extended this concomitant notice obligation to all employees including "those who are still full union members and did not receive those notices before they became members." 320 NLRB at 349.

periods covered by the complaint, we shall order the Respondent, in the compliance stage of the proceeding, to process their objections, nunc pro tunc, as it would otherwise have done, in accordance with the principles of *California Saw*. The Respondent shall then be required to reimburse these objecting nonmember employees for the reduction in their dues and fees, if any, for nonrepresentational activities that occurred during the accounting period or periods covered by the complaint in which they have objected.<sup>16</sup> We shall further order the Respondent to provide Richard P. Fletcher, as a *Beck* objector, with the financial information and additional notice of rights required by *California Saw*. Finally, we will order the Respondent to reimburse Fletcher for the dues collected from him that are not germane to the Respondent's representational activities.<sup>17</sup> Interest on the amount of proportionate back dues and fees owed to objectors shall be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

#### ORDER

The National Labor Relations Board orders that the Respondent, Local Union No. 435 of the International Brotherhood of Teamsters, AFL-CIO, Denver, Colorado, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to notify unit employees, when they first seek to obligate them to pay fees and dues under a union-security clause, of their right to be and remain nonmembers; and of the right of nonmembers under *Communications Workers of America v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

<sup>16</sup> The reimbursement remedy is confined to those employees who were initially subjected to union security after April 15, 1991, the date that the parties have stipulated is the date from which the Union failed to give the information required under *California Saw*. On the other hand, we shall order the Respondent to give notices to all bargaining unit employees irrespective of when they were initially subjected to union security. The class to which notice is required is broader than the class for which make-whole relief is provided, consistent with the distinction normally made in Board practice between the obligation of an unfair labor practice violator to make whole victims of proven unfair labor practices and the violator's obligation to notify employees of the rights that were violated. See, e.g., *Painters Local 1140 (Harmon Contract)*, 292 NLRB 723, 725 (1989) (make-whole relief for two employees unlawfully denied hiring hall referrals and notice posting in hiring hall to all employees that they will not be denied referrals because of their exercise of rights under the Act); *T.N.T. Red Star Express*, 299 NLRB 894, 895-96 (1990) (make-whole relief for employee suspended in retaliation for exercise of a Sec. 7 right and notice posting to all employees that they will not be suspended for such a reason).

<sup>17</sup> The Charging Party is not entitled to reimbursement for all dues collected from him, contrary to the General Counsel's contention. See *Weyerhaeuser*, 320 NLRB at 349 fn. 4. Reimbursement of dues other than those in excess of the amount the Respondent could lawfully collect under *Beck* would be a windfall for the Charging Party. *Gilpin v. American Federation of State, County & Municipal Employees, AFL-CIO*, 875 F.2d 1310, 1316 (7th Cir. 1989).

(b) Failing to provide unit employees who have filed a *Beck* objection with information about the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and the right to challenge these figures.

(c) Charging employees for nonrepresentational activities after they have filed a *Beck* objection.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Notify all bargaining unit employees in writing of their rights to be or remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, supra, to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

(b) For each accounting period since April 15, 1991 provide Richard P. Fletcher with information setting forth Respondent's major expenditures for the previous accounting year and distinguishing between representational and nonrepresentational functions.

(c) Process the objections of bargaining unit employees whom the Respondent initially sought to obligate to pay dues or fees under the union-security clause on or after April 15, 1991, in the manner prescribed in the remedy section of this decision.

(d) Reimburse, with interest, Richard P. Fletcher and other nonmember bargaining unit employees who file objections under *Communications Workers v. Beck*, supra, with the Respondent for any dues and fees exacted from them for nonrepresentational activities, in the manner prescribed in the remedy section.

(e) Preserve and, on request, make available to the Board or its agents, for examination and copying, all records necessary to analyze the amount of back dues to be paid Richard P. Fletcher and other nonmember bargaining unit employees covered by paragraph 2(d).

(f) Post at its business office and meeting hall copies of the attached notice marked "Appendix."<sup>18</sup> Copies of the notice, on forms provided by the Regional Director for Region 27, 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 employees and members are customarily posted. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material.

<sup>18</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."

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

#### APPENDIX

#### NOTICE TO EMPLOYEES AND 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 fail to notify unit employees, when we first seek to obligate them to pay dues and fees under a union-security clause, of their right to be and remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

WE WILL NOT fail to provide unit employees who have filed a *Beck* objection with information about the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and the right to challenge these figures.

WE WILL NOT charge employees for nonrepresentational activities after they have filed a *Beck* objection.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify all bargaining unit employees in writing of their rights to be or remain nonmembers; and of the rights of nonmembers under *Communications Workers v. Beck* to object to paying for union activities not germane to the Union's duties as bargaining agent, and to obtain a reduction in fees for such activities.

WE WILL, for each accounting period since April 15, 1991, provide Richard P. Fletcher with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and the right to challenge these figures.

WE WILL process the objections of bargaining unit employees whom we initially sought to obligate to pay dues or fees under the union-security clause on or after April 15, 1991.

WE WILL reimburse, with interest, Richard P. Fletcher and other nonmember bargaining unit employees who file objections under *Communications Workers v. Beck*, 487 U.S. 735 (1988), with us for any dues and fees exacted from them for nonrepresentational activities for each accounting period since April 15, 1991.

LOCAL UNION NO. 435 OF THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, AFL-CIO