FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 883

Date Filmed 3/12/79 Camera No. --- 2

Cameraman BPC

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 21, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Frank S. Toth
703 Northgate
Toledo, Ohio 43612

Re: MUR 883

Dear Mr. Toth:

This is to advise you that, on December 21 , 1978, the Commission found no reason to believe that either Local 723 of the United Auto Workers, or the Metal Stamping Division of the Ford Motor Company, violated the Federal Election Campaign Act as alleged in your recent complaint. The Commission voted to close its file in this matter.

You alleged that Local 723 violated Section 441b of the Act by conducting get-out-the-vote campaigns "for or against particular Federal candidates." For your information, the Regulations of the Commission recognize partisan get-out-the-vote campaigns as a form of communication permitted between a labor organization and its members. See 11 CFR 114.3(c)(4).

You also alleged that the Metal Stamping Division of the Ford Motor Company violates the rights of new employees by failing to inform them of their right to object to "making ... contributions to get-out-the-vote campaigns." The situation you described does not deal with contributions to a separate segregated fund (political action committee), which, of course, must be voluntary; it deals with the issue of union membership dues being used in a manner to which you object. If a violation of the law has occurred, and I offer no opinion in this regard, it is not a matter within the jurisdiction of the Federal Election Commission.

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

VJC
12/21/78

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 21, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Boudrie
President
Local 723, UAW
281 Detroit Avenue
Monroe, Michigan 48161

Re: MUR 883

Dear Mr. Boudrie:

For your information, I am forwarding a copy of a complaint which alleged that Local 723 had violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.

On December 21, 1978, the Commission found no reason to believe that Local 723 violated the Act as alleged, and voted to close its file in this matter.

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

VJC
12/21/78

Enclosure

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 21, 1978

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. G.P. Daschner
Plant Manager
Ford Motor Company
Metal Stamping Division
3200 Elm Street
Monroe, Michigan 48161

Re: MUR 883

Dear Mr. Daschner:

For your information, I am forwarding a copy of a complaint which alleged that the Metal Stamping Division of the Ford Motor Company had violated the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.

On December 21, 1978, the Commission found no reason to believe that the Division violated the Act as alleged, and voted to close its file in this matter.

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

VJC
12/21/78

December 18, 1978

MEMORANDUM TO: Marge Emmons

FROM: Elissa T. Garr

SUBJECT: MUR 883

Please have the attached First General Counsel's Report on MUR 883 distributed to the Commission on a 48 hour tally basis.

Thank you.

7904010415 6

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 883
Local 723, UAW, Monroe, Michigan	)	
Ford Motor Company, Monroe, Michigan	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 21, 1978, the Commission determined by a vote of 6-0 to adopt the following recommendations, as set forth in the First General Counsel's Report dated December 18, 1978, regarding the above-captioned matter:

1. Find no reason to believe that Local 723 of the International Union of United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) violated 2 U.S.C. §441b, as alleged in the complaint.

2. Find no reason to believe that the Metal Stamping Division, Ford Motor Company, Monroe, Michigan, violated the Federal Election Campaign Act, as alleged.

3. Close the file in this matter.

4. Authorize the sending of the letters attached to the above-named report.

Attest:

12-21-78
Date

Margaret E. Chaney
for Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 12-18-78, 4:09
Circulated on a 48 hour vote basis: 12-19-78, 10:30

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FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION [illegible] 1979

MUR NO. 883
DATE COMPLAINT RECEIVED BY OGC Nov. 30, 1978
STAFF MEMBER Convery

SOURCE: Frank S. Toth

RESPONDENT'S NAME: Local 723, UAW, Monroe, Michigan
Ford Motor Company, Monroe, Michigan

RELEVANT STATUTE: 2 U.S.C. §441b

INTERNAL REPORTS CHECKED: Index of organizations which have reported "communications costs" pursuant to 11 CFR 100.7(b)(5).

FEDERAL AGENCIES CHECKED: None

BACKGROUND

In a notarized complaint dated November 23, 1978, it was alleged that the United Auto Workers (more particularly, Local 723 of Monroe, Michigan) violated Section 441b of the Act by conducting "get-out-the-vote" campaigns for or against particular Federal candidates.

It also was alleged that the Ford Motor Company (more particularly, the Monroe, Michigan, division) "violates the individual rights of the employee" in the following manner: when "in-processing" new employees, the Company has them sign cards which authorize the Company to deduct union membership dues from their salary. Part of the dues so deducted are then allocated by the union to its get-out-the-vote campaigns. The complainant alleges that the Company, in procuring the "authorization cards," does not advise the new employee of his right to object to the use of part of his union dues for political purposes, and thus "violates his individual rights."

DISCUSSION

The complainant has not specified how, or in whose favor, the UAW has conducted partisan get-out-the-vote campaigns.

Partisan get-out-the-vote campaigns are not, in and of themselves, violative of the election law. The Commission's regulations recognize such campaigns as one form of partisan communication permissible between a labor organization and its members. (See 11 CFR 114.3(c)(4)).

Assuming, for the sake of argument, that the UAW does conduct partisan get-out-the-vote campaigns, the complainant has not alleged that the union has violated any of the restrictions, or has failed to comply with any of the requirements, placed on it in connection with such activities. Accordingly, we will recommend that the Commission find no reason to believe that Local 723 violated Section 441b of the Act.

We turn to the question of whether the Ford Motor Company violates the rights of employees by failing to advise them of their right to object to making "contributions" to get-out-the-vote campaigns.

Even assuming, for the sake of argument, that the Company does fail to advise its employees, as alleged, we do not believe that this is an issue properly before the Commission.1/

Our conclusion would be different if we were confronted here with contributions being made to a separate segregated fund. Since such contributions must be voluntary, the contributor must be advised, in advance, that he is not compelled to contribute.

In the matter now under consideration, we are dealing with a situation in which a portion of an employee's union dues (which are not, in the popular sense, voluntarily given) are being used for purposes unconnected with the cost of union representation. The union member has the right to object to a portion of his dues money being used for any purpose to which he is idealogically or politically opposed, including partisan or non-partisan get-out-the-vote campaigns. (In this regard, see Attachment C to the complaint). The fact that the Company does not advise the employee of this right does not violate any statute over which the Commission has jurisdiction.

RECOMMENDATIONS

1. Find no reason to believe that Local 723 of the International Union of United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) violated 2 U.S.C. §441b, as alleged in the complaint.

2. Find no reason to believe that the Metal Stamping Division, Ford Motor Company, Monroe, Michigan, violated the Federal Election Campaign Act, as alleged.

3. Close the file in this matter.

1/ It would appear that, if any "obligation to advise" does exist, it is the Union's and not the Company's. The Company simply performs the ministerial function of deducting the dues money from salary; the Union determines how that money is to be spent.

4. Authorize the sending of the attached letters.

ATTACHMENTS

1. Complaint with Attachments A,B, C.
2. Proposed letter to complainant
3. Proposed letter to Local 723
4. Proposed letter to Ford Motor Company

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NOVEMER 23,1978
FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON,D.C. 20463

806317

COMPLAINT

'78 NOV 27 AM 11:51

THIS COMPLAINT IS FILED REGUARDING SECTION 441B OF TITLE 2.UNITED STATES CODE(FORMERLY SECTION 610 OF TITLE 18,UNITED STATES CODE),AS AMENDED BY THE FEDERAL ELECTIONS CAMPAIGN ACT AMENDMENTS OF 1976.

WHEREAS THE UNION,INTERNATIONAL UNION,UNITED AUTOMOBILE,AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA,UAW CONDUCTS GET OUT TO VOTE CAMPAIGNS FOR OR AGAINST PARTICULAR FEDERAL CANDIDATES.

THIS HAS NOW BEEN RULED UNCONSTITUTIONAL BY THE UNITED STATES SUPREME COURT. ABOOD V. DETROIT,BOARD OF EDUC.,US SUPCT,1977,95 LRRM 2411,RAILWAY EMPLOYES DEPT.V.HANSON(1956,38 LRRM 2099),MACHINISTS V.STREET(1961,48 LRRM 2345),ELLIS V.RAILWAY CLERKS.DCS CALIF,1976,91,LRRM 2339 LRRM (93) LRRM 1976.

THE UNITED STATES SUPREME COURT RULED THAT IT VIOLATED THE TEACHERS FIRST AND FOURTEENTH AMENDMENTS RIGHTS.THE SUPREME COURT'S POST-HANSON DECISIONS AS REQUIRING AN EMPLOYEE WHO SEEKS TO VINDICATE SUCH RIGHTS TO MAKE KNOWN TO THE UNION THOSE CAUSES AND CANDIDATES TO WHICH HE OBJECTS.

THE UNION AT LEAST AT OUR LOCAL 723,UAW,281 DETROIT AVE.,MONROE,MICH.,48161, AND THE FORD MOTOR COMPANY,3200 ELM STREET,MONROE,MICH.,48161,HAVE THUS AN AGREEMENT,THAT THE COMPANY CAN GAIN AUTHORIZATION CARDS IN BEHALF OF THE UNION FROM NEW EMPLOYEES. I ALLEGE AND HAVE ALLEGED TO THE NATIONAL LABOR BOARD AND REGION 7,OF THE LABOR BOARD THAT THIS CONDUCT IS UNLAWFUL.SUPPORT V,COOPERATION.

THE LABOR BOARD CONSIDERED THIS COMPAINT AND REFUSED TO GO TO TRIAL,HOWEVER FOR A LACK OF EVIDENCE.I HAVE PETITONED THE U.S.COURT OF APPEALS FOR THE SIXTH DISTRICT,CINCINNATI,OHIO,AND I WILL ARGUE;

THE COMPANY SOLICITATION IS UNLAWFUL BECAUSE IT VIOLATES THE INDIVIDUAL RIGHTS OF THE EMPLOYEE,WHICH THE COURT MUST CONSIDER.IT TAKES PRECEDENT OVER CONTRACTUAL AGREEMENTS.THE COMPANY WHO HAS NO INTERESTS IN THE UNION SOLICITS THESE AUTHORIZATION CARDS WITHOUT INFORMING THE EMPLOYEE OF HIS RIGHTS TO DECLINE MAKING SUCH CONTRIBUTIONS TO GET OUT AND VOTE CAMPAIGNS,FEDERAL AND STATE,WHICH THE SUPREME COURT RULED AGAINST.IT MUST BE STRICTLY VOLUNTARY.THE COMAPNY DOES NOT OFFER THE EMPLOYEE CONTRACTUAL AGREEMENTS,ITS MASTER OR LOCAL,AND DOES NOT OFFER AT THE TIME OF EMPLOYMENT THE UAW CONSTITUTION OR THE LOCAL UNIONS BYLAWS.THE EMPLOYEE IS KEPT IGNORANT.

I ARGUE THAT THE EMPLOYEE,IN ORDER TO GET HIS JOB,FEELS HE IS COMPELED TO SIGN THESE AUTHORIZATION CARDS AS A CONDITION OF EMPLOYMENT.THIS DOES NOT MAKE IT VOLUNTARY.

THE SUPREME COURT STATES;PUBLIC EMPLOYEES MAY BE REQUIRED TO FINANCE UNION EXPENDITURES FOR COLLECTIVE BARGAINING,CONTRACT ADMINISTRATION,AND GREIVANCE ADJUSTMENT PURPOSES.

PUBLIC EMPLOYEES WHO ARE OPPOSED TO FINANCING UNION POLITICAL ACTIVITIES ARE NOT REQUIRED,AS A CONDITION OF OBTAINING RELIEF,TO DESIGNATE THE SPECIFIC EXPENDITURES TO WHICH THEY OBJECT.

I ASK IN BEHALF OF ALL EMPLOYEES (MEMBERS) EQUAL PROTECTION UNDER THE LAW. AS A CLASS ACTION.

THE UAW CONSTITUTION ALLOWS THE MEMBER TO OBJECT,HOWEVER IF HE IS KEPT IGNORANT,HOW CAN HE OBJECT.

Sworn to before me & subscribed by in my presence this 24th day of November, 1978
Nancy M. Onisko

NANCY M. ONISKO
Notary Public, State of Ohio
My Commission expires Mar. 21, 1980

COMPLAINANT,
Frank S. Toth
FRANK S. TOTH
703 NORTHGATE
TOLEDO,OHIO 43612
PHONE-1-419-476-5804

Attachment 1

national Union, which shall be supplied by the International Secretary-Treasurer to the Financial Secretaries of the Local Unions upon request. Local Unions covered by Union Shop or check-off agreements may, upon approval of the International Executive Board, use an annual membership button, membership card or other suitable identification of membership in lieu of monthly dues buttons.

Section 5. Upon acceptance of the application, membership shall date from the first day of the month for which dues are paid.

Section 6. The Local Union shall set aside five cents (.05) of each month's dues payment as a Citizenship and Legislative Fund to be used for the purpose of strengthening democracy by encouraging members, and citizens generally, to register and vote in community, state, and national elections and to carry on organizational and educational programs directed toward the achievement of an even higher understanding of citizenship responsibility and the need for active participation in the affairs of a free and democratic society. Local Unions are obligated to carry out such programs in conjunction with city, county and state (CAP) councils. Three cents (.03) of each month's dues payment must be laid aside by the Local Union as a special fund to be used only for educational or recreation-leisure time activities as outlined in Article 27 of this Constitution, provided that two cents (.02) shall be apportioned to education and one cent (.01) apportioned to recreation-leisure time activities. One cent (.01) of each month's dues payment must be set aside by the Local Union as a Retired Members Fund to be used only to promote and support programs benefiting retired members. Local Unions are obligated to carry out this policy in conjunction with community groups where community groups exist for the purpose of promoting and supporting programs benefiting retired members and other retired workers.

Section 7. (a) Any member shall have the right to object to the expenditure of a portion of his dues money for activities or causes primarily political in nature. The approximate proportion of dues spent for such political purposes shall be determined by a committee of the International Executive Board, which shall be appointed by the President, subject to the approval of said Board. The member may perfect his objection by individually notifying the International Secretary-Treasurer of his objection by registered or certified mail; provided, however, that such objection shall be timely only during the first fourteen (14) days of Union membership and during the fourteen (14) days following each anniversary of Union membership. An objection may be continued from year-to-year by individual notifications given during each annual fourteen (14) day period.

(b) If an objecting member is dissatisfied with the approximate proportional allocation made by the committee of the International Executive Board, or the disposition of his objection by the International Secretary-Treasurer, he may appeal directly to the full International Executive Board and the decision of the International Executive Board shall be appealable to the Public Review Board or the Convention Appeals Committee at the option of said member.

Section 8. Any member who has not paid his dues during the calendar month in which they are due shall automatically become delinquent except as otherwise provided in this Article. In order to regain his good standing membership, he must fully reinstate himself in accordance with Section 9 of this Article.

Section 9. The reinstatement fee established by a Local Union shall be not less than the regular initiation fee charged by the Local Union, plus the dues for each month of delinquency in dues up to either the date of his automatic suspension or the date of his reinstatement, as the Local Union in its discretion may determine, plus the current month's dues. Such reinstatement fee shall be uniformly applied to all delinquent members of the Local Union. Individuals suspended as a result of their failure to pay dues while employed in a shop under the jurisdiction of another Local Union shall be dealt with in conformity with Article 17, Section 3.

Section 10. Local Unions may notify members of their delinquency. However, failure of the Local Union to notify the member of delinquency shall not exonerate such member from automatic suspension except as provided in Section 27 of this Article.

Section 11. (a) Effective July 1, 1974, from each member's dues, each Local Union must remit a monthly per capita tax of thirty (30) percent, an additional two (2) percent to the International Union's Family Education Center Fund and the Local Union shall retain thirty-eight (38) percent. In each month, each Local Union must remit the additional thirty (30) percent allocation of dues as Union Strike Insurance Fund dues to the International Union which shall place said money in the International Union's Strike Insurance Fund.

The member's monthly per capita tax, Family Education Center Fund amount, and Strike Insurance Fund dues shall be forwarded to the International Secretary-Treasurer.

One dollar ($1.00) of each reinstatement fee shall be forwarded to the International Secretary-Treasurer.

(b) If the Local Union does not charge back dues for the period following the date of automatic suspension to the date of reinstatement, but imposes a fine based upon the length of such period, the Local Union must forward to the International Union one-half (½) of the fine so collected.

Section 12. When a member has been suspended for non-payment of dues and the Financial Secretary or other officers of the Local Union accept such payment thereafter, acceptance of his dues shall not operate to exonerate or reinstate the member, or to waive the provisions of the Constitution relative to forfeiture and reinstatement of members.

Section 13. The provisions of Section 8 of this Article shall not apply to a member who has entered the military service of the United States of America or Canada, who shall be entitled to an honorable military service membership and whose membership in continuous good standing in the Local Union shall not be broken by such service, provided he reports to his Local Union at the time of entering such service or thereafter furnishes the necessary proof of military service. He shall be-

Att. 1e

Union by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employe shall be terminated under this Article, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the periodic dues and initiation fees required under this Section, and warning him that unless such dues and fees are tendered within seven days he will be reported to the Company for termination from employment as provided herein; and

2. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the employe has not complied, and on this basis the Union has requested in writing that he be discharged.

Section 3. State Restrictions

The provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provisions is contrary to statute or constitutional amendment of such state; provided, however, that wherever any such statute or constitutional amendment is declared by the court of last resort having jurisdiction of such questions to be invalid, the provisions of Sections 1 and 2 of this Article immediately thereupon will be deemed to cover the employes directly affected by such declaration of invalidity; and, provided, further, that in any state where the making or enforcement of such provisions is lawful only after compliance with certain conditions precedent, Sections 1 and 2 of this Article shall be deemed to take effect as to the employes concerned immediately after such conditions have been complied with.

Section 4. Agency Shop

In any state in which Sections 1 and 2 of this Article are of no force and effect under the provisions of

Section 3 of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that employes may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Sections 1 and 2 of this Article.

ARTICLE III
DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues; Employe Authorization; Revocation

The Company will deduct from the pay of each employe covered by this Agreement, or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each such employe's Regular Supplemental Unemployment Benefits, all current Union membership dues, provided that at the time of such deduction there is in the possession of the Company a subsisting written assignment, executed by the employe. In the case of each employe hired into the Contract Unit after January 1, 1974, and for any employe in employment prior to January 1, 1974 who is laid off after January 1, 1974 and authorizes the deduction of dues from his Regular Supplemental Unemployment Benefits, the authorization shall be in the form attached as Appendix A.*

Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employe shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before

*Reproduced in full beginning on page 144.

by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employe shall be terminated under this Article, however, unless:

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Att. 1c

Section 4. Agency Shop

In any state in which Sections 1 and 2 of this Article are of no force and effect under the provisions of Section 3

of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that employes may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Sections 1 and 2 of this Article.

ARTICLE III

DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues; Employe Authorization; Revocation

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Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employe shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before the end of the fifth day following the day on which this Agreement

*Reproduced in full beginning on page 133.

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Frank S. Toth
703 Northgate
Toledo, Ohio 43612

Re: MUR 883

Dear Mr. Toth:

This is to advise you that, on December , 1978, the Commission found no reason to believe that either Local 723 of the United Auto Workers, or the Metal Stamping Division of the Ford Motor Company, violated the Federal Election Campaign Act as alleged in your recent complaint. The Commission voted to close its file in this matter.

You alleged that Local 723 violated Section 441b of the Act by conducting get-out-the-vote campaigns "for or against particular Federal candidates." For your information, the Regulations of the Commission recognize partisan get-out-the-vote campaigns as a form of communication permitted between a labor organization and its members. See 11 CFR 114.3(c)(4).

You also alleged that the Metal Stamping Division of the Ford Motor Company violates the rights of new employees by failing to inform them of their right to object to "making ... contributions to get-out-the-vote campaigns." The situation you described does not deal with contributions to a separate segregated fund (political action committee), which, of course, must be voluntary; it deals with the issue of union membership dues being used in a manner to which you object. If a violation of the law has occurred, and I offer no opinion in this regard, it is not a matter within the jurisdiction of the Federal Election Commission.

Attachment 2

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

(2)

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Ed Boudrie
President
Local 723, UAW
281 Detroit Avenue
Monroe, Michigan 48161

Re: MUR 883

Dear Mr. Boudrie:

For your information, I am forwarding a copy of a complaint which alleged that Local 723 had violated Section 441b of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et seq.

On December , 1978, the Commission found no reason to believe that Local 723 violated the Act as alleged, and voted to close its file in this matter.

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

Attachment 3

FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. G.P. Daschner
Plant Manager
Ford Motor Company
Metal Stamping Division
3200 Elm Street
Monroe, Michigan 48161

Re: MUR 883

Dear Mr. Daschner:

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On December , 1978, the Commission found no reason to believe that the Division violated the Act as alleged, and voted to close its file in this matter.

Should you have any questions, please contact Commission attorney Vincent J. Convery, Jr., at 202-523-4060.

Sincerely,

William C. Oldaker
General Counsel

Attachment 4

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

November 29, 1978

Frank S. Toth
703 Northgate
Toledo, Ohio 43612

Dear Mr. Toth:

This is to acknowledge receipt of your complaint of November 24, 1978, alleging violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. A recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

883

CCCH 5694

NOVEMER 23,1978
FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON,D.C. 20463

006017

COMPLAINT

78 NOV 27 AM 11:51

THIS COMPLAINT IS FILED REGUARDING SECTION 44LB OF TITLE 2.UNITED STATES CODE(FORMERLY SECTION 610 OF TITLE 18,UNITED STATES CODE),AS AMENDED BY THE FEDERAL ELECTIONS CAMPAIGN ACT AMENDMENTS OF 1976.

WHEREAS THE UNION,INTERNATIONAL UNION,UNITED AUTOMOBILE,AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA,UAW CONDUCTS GET OUT TO VOTE CAMPAIGNS FOR OR AGAINST PARTICULAR FEDERAL CANDIDATES.

THIS HAS NOW BEEN RULED UNCONSTITUTIONAL BY THE UNITED STATES SUPREME COURT. ABOOD V. DETROIT,BOARD OF EDUC.,US SUPCT,1977,95 LRRM 2411,RAILWAY EMPLOYES DEPT.V.HANSON(1956,38 LRRM 2099),MACHINISTS V.STREET(1961,48 LRRM 2345),ELLIS V.RAILWAY CLERKS,DCS CALIF,1976,91,LRRM 2339 LRRM (93) LRRM 1976.

THE UNITED STATES SUPREME COURT RULED THAT IT VIOLATED THE TEACHERS FIRST AND FOURTEENTH AMENDMENTS RIGHTS.THE SUPREME COURT'S POST-HANSON DECISIONS AS REQUIRING AN EMPLOYEE WHO SEEKS TO VINDICATE SUCH RIGHTS TO MAKE KNOWN TO THE UNION THOSE CAUSES AND CANDIDATES TO WHICH HE OBJECTS.

THE UNION AT LEAST AT OUR LOCAL 723,UAW,281 DETROIT AVE.,MONROE,MICH.,48161, AND THE FORD MOTOR COMPANY,3200 ELM STREET,MONROE,MICH.,48161,HAVE THUS AN AGREEMENT,THAT THE COMPANY CAN GAIN AUTHORIZATION CARDS IN BEHALF OF THE UNION FROM NEW EMPLOYEES. I ALLEGE AND HAVE ALLEGED TO THE NATIONAL LABOR BOARD AND REGION 7,OF THE LABOR BOARD THAT THIS CONDUCT IS UNLAWFUL.SUPPORT V,COOPERATION.

THE LABOR BOARD CONSIDERED THIS COMPLAINT AND REFUSED TO GO TO TRIAL,HOWEVER FOR A LACK OF EVIDENCE.I HAVE PETITONED THE U.S.COURT OF APPEALS FOR THE SIXTH DISTRICT,CINCINNATI,OHIO,AND I WILL ARGUE;

THE COMPANY SOLICITATION IS UNLAWFUL BECAUSE IT VIOLATES THE INDIVIDUAL RIGHTS OF THE EMPLOYEE,WHICH THE COURT MUST CONSIDER.IT TAKES PRECEDENT OVER CONTRACTUAL AGREEMENTS.THE COMPANY WHO HAS NO INTERESTS IN THE UNION SOLICITS THESE AUTHORIZATION CARDS WITHOUT INFORMING THE EMPLOYEE OF HIS RIGHTS TO DECLINE MAKING SUCH CONTRIBUTIONS TO GET OUT AND VOTE CAMPAIGNS,FEDERAL AND STATE,WHICH THE SUPREME COURT RULED AGAINST.IT MUST BE STRICTLY VOLUNTARY.THE COMAPNY DOES NOT OFFER THE EMPLOYEE CONTRACTUAL AGREEMENTS,ITS MASTER OR LOCAL,AND DOES NOT OFFER AT THE TIME OF EMPLOYMENT THE UAW CONSTITUTION OR THE LOCAL UNIONS BYLAWS.THE EMPLOYEE IS KEPT IGNORANT.

I ARGUE THAT THE EMPLOYEE,IN ORDER TO GET HIS JOB,FEELS HE IS COMPELED TO SIGN THESE AUTHORIZATION CARDS AS A CONDITION OF EMPLOYMENT.THIS DOES NOT MAKE IT VOLUNTARY.

THE SUPREME COURT STATES;PUBLIC EMPLOYEES MAY BE REQUIRED TO FINANCE UNION EXPENDITURES FOR COLLECTIVE BARGAINING,CONTRACT ADMINISTRATION,AND GREIVANCE ADJUSTMENT PURPOSES.

PUBLIC EMPLOYEES WHO ARE OPPOSED TO FINANCING UNION POLITICAL ACTIVITIES ARE NOT REQUIRED,AS A CONDITION OF OBTAINING RELIEF,TO DESIGNATE THE SPECIFIC EXPENDITURES TO WHICH THEY OBJECT.

I ASK IN BEHALF OF ALL EMPLOYEES (MEMBERS) EQUAL PROTECTION UNDER THE LAW. AS A CLASS ACTION.

THE UAW CONSTITUTION ALLOWS THE MEMBER TO OBJECT,HOWEVER IF HE IS KEPT IGNORANT,HOW CAN HE OBJECT.

Sworn to before me & subscribed by in my presence this 24th day of November, 1978
Nancy M. Onisko

NANCY M. ONISKO
Notary Public, State Of Ohio
My commission expires Mar. 21, 1980

COMPLAINANT,
Frank S. Toth
FRANK S. TOTH
703 NORTHGATE
TOLEDO,OHIO 43612
PHONE-1-419-476-5804

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Union by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employe shall be terminated under this Article, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the periodic dues and initiation fees required under this Section, and warning him that unless such dues and fees are tendered within seven days he will be reported to the Company for termination from employment as provided herein; and

2. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the employe has not complied, and on this basis the Union has requested in writing that he be discharged.

Section 3. State Restrictions

The provisions of Sections 1 and 2 of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provisions is contrary to statute or constitutional amendment of such state; provided, however, that wherever any such statute or constitutional amendment is declared by the court of last resort having jurisdiction of such questions to be invalid, the provisions of Sections 1 and 2 of this Article immediately thereupon will be deemed to cover the employes directly affected by such declaration of invalidity; and, provided, further, that in any state where the making or enforcement of such provisions is lawful only after compliance with certain conditions precedent, Sections 1 and 2 of this Article shall be deemed to take effect as to the employes concerned immediately after such conditions have been complied with.

Section 4. Agency Shop

In any state in which Sections 1 and 2 of this Article are of no force and effect under the provisions of

Section 3 of this Article, at such time as the state's court of last resort having jurisdiction of such questions may hold that employes may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Sections 1 and 2 of this Article.

ARTICLE III
DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues; Employe Authorization; Revocation

The Company will deduct from the pay of each employe covered by this Agreement, or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each such employe's Regular Supplemental Unemployment Benefits, all current Union membership dues, provided that at the time of such deduction there is in the possession of the Company a subsisting written assignment, executed by the employe. In the case of each employe hired into the Contract Unit after January 1, 1974, and for any employe in employment prior to January 1, 1974 who is laid off after January 1, 1974 and authorizes the deduction of dues from his Regular Supplemental Unemployment Benefits, the authorization shall be in the form attached as Appendix A.*

Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employe shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before

*Reproduced in full beginning on page 144

by reason of his failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the Contract Unit. No employe shall be terminated under this Article, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the periodic dues and initiation fees required under this Section, and warning him that unless such dues and fees are tendered within seven days he will be reported to the Company for termination from employment as provided herein; and

2. The Union has furnished the Company with written proof that the foregoing procedure has been followed but the employe has not complied, and on this basis the Union has requested in writing that he be discharged.

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Section 4. Agency Shop

In any state in which Sections 1 and 2 of this Article are of no force and effect under the provisions of Section 3

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Assignments currently in effect will continue effective in accordance with their terms; provided, however, that any employe shall have the right to revoke his assignment by written notice, signed by him, of such revocation received by the Company by registered mail, return receipt requested, (1) at any time before the end of the fifth day following the day on which this Agreement

*Reproduced in full beginning on page 133.

national Union, which shall be supplied by the International Secretary-Treasurer to the Financial Secretaries of the Local Unions upon request. Local Unions covered by Union Shop or check-off agreements may, upon approval of the International Executive Board, use an annual membership button, membership card or other suitable identification of membership in lieu of monthly dues buttons.

Section 5. Upon acceptance of the application, membership shall date from the first day of the month for which dues are paid.

Section 6. The Local Union shall set aside five cents (.05) of each month's dues payment as a Citizenship and Legislative Fund to be used for the purpose of strengthening democracy by encouraging members, and citizens generally, to register and vote in community, state, and national elections and to carry on organizational and educational programs directed toward the achievement of an even higher understanding of citizenship responsibility and the need for active participation in the affairs of a free and democratic society. Local Unions are obligated to carry out such programs in conjunction with city, county and state (CAP) councils. Three cents (.03) of each month's dues payment must be laid aside by the Local Union as a special fund to be used only for educational or recreation-leisure time activities as outlined in Article 27 of this Constitution, provided that two cents (.02) shall be apportioned to education and one cent (.01) apportioned to recreation-leisure time activities. One cent (.01) of each month's dues payment must be set aside by the Local Union as a Retired Members Fund to be used only to promote and support programs benefiting retired members. Local Unions are obligated to carry out this policy in conjunction with community groups where community groups exist for the purpose of promoting and supporting programs benefiting retired members and other retired workers.

Section 7. (a) Any member shall have the right to object to the expenditure of a portion of his dues money for activities or causes primarily political in nature. The approximate proportion of dues spent for such political purposes shall be determined by a committee of the International Executive Board, which shall be appointed by the President, subject to the approval of said Board. The member may perfect his objection by individually notifying the International Secretary-Treasurer of his objection by registered or certified mail; provided, however, that such objection shall be timely only during the first fourteen (14) days of Union membership and during the fourteen (14) days following each anniversary of Union membership. An objection may be continued from year-to-year by individual notifications given during each annual fourteen (14) day period.

(b) If an objecting member is dissatisfied with the approximate proportional allocation made by the committee of the International Executive Board, or the disposition of his objection by the International Secretary-Treasurer, he may appeal directly to the full International Executive Board and the decision of the International Executive Board shall be appealable to the Public Review Board or the Convention Appeals Committee at the option of said member.

Section 8. Any member who has not paid his dues during the calendar month in which they are due shall automatically become delinquent except as otherwise provided in this Article. In order to regain his good standing membership, he must fully reinstate himself in accordance with Section 9 of this Article.

Section 9. The reinstatement fee established by a Local Union shall be not less than the regular initiation fee charged by the Local Union, plus the dues for each month of delinquency in dues up to either the date of his automatic suspension or the date of his reinstatement, as the Local Union in its discretion may determine, plus the current month's dues. Such reinstatement fee shall be uniformly applied to all delinquent members of the Local Union. Individuals suspended as a result of their failure to pay dues while employed in a shop under the jurisdiction of another Local Union shall be dealt with in conformity with Article 17, Section 3.

Section 10. Local Unions may notify members of their delinquency. However, failure of the Local Union to notify the member of delinquency shall not exonerate such member from automatic suspension except as provided in Section 27 of this Article.

Section 11. (a) Effective July 1, 1974, from each member's dues, each Local Union must remit a monthly per capita tax of thirty (30) percent, an additional two (2) percent to the International Union's Family Education Center Fund and the Local Union shall retain thirty-eight (38) percent. In each month, each Local Union must remit the additional thirty (30) percent allocation of dues as Union Strike Insurance Fund dues to the International Union which shall place said money in the International Union's Strike Insurance Fund.

The member's monthly per capita tax, Family Education Center Fund amount, and Strike Insurance Fund dues shall be forwarded to the International Secretary-Treasurer.

One dollar ($1.00) of each reinstatement fee shall be forwarded to the International Secretary-Treasurer.

(b) If the Local Union does not charge back dues for the period following the date of automatic suspension to the date of reinstatement, but imposes a fine based upon the length of such period, the Local Union must forward to the International Union one-half (½) of the fine so collected.

Section 12. When a member has been suspended for non-payment of dues and the Financial Secretary or other officers of the Local Union accept such payment thereafter, acceptance of his dues shall not operate to exonerate or reinstate the member, or to waive the provisions of the Constitution relative to forfeiture and reinstatement of members.

Section 13. The provisions of Section 8 of this Article shall not apply to a member who has entered the military service of the United States of America or Canada, who shall be entitled to an honorable military service membership and whose membership in continuous good standing in the Local Union shall not be broken by such service, provided he reports to his Local Union at the time of entering such service or thereafter furnishes the necessary proof of military service. He shall be-

703 Northgate
Toledo, Ohio 43612

Federal Election Comm.
1325 K. Street N.W.
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 883

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