

EXHIBIT A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS UNION INTERNATIONAL,
LOCAL 1192, AFL-CIO, CLC
(BUCKEYE FLORIDA CORPORATION,
a Subsidiary of BUCKEYE TECHNOLOGIES,
INC., and GEORGIA PACIFIC, LLC)

and

JIMMIE RAY WILLIAMS

Case No. 12-CB-109654

and

BUCKEYE FLORIDA CORPORATION,
a Subsidiary of BUCKEYE TECHNOLOGIES,
INC., and GEORGIA PACIFIC, LLC.

CERTIFICATION OF JAMES M. SWEENEY

I, James M. Sweeney, state and certify pursuant to 28 U.S.C. § 1746 as follows:

1. My name is James M. Sweeney. I am the elected President-Business Manager of Local 150 of the International Union of Operating Engineers, AFL-CIO. I have personal knowledge of the facts stated herein and could so testify to them in court if called upon to do so.
2. Prior to becoming Local 150's President-Business Manager in 2008, I served as the Union's Vice-President beginning in 2003. From 1987 to 2003, I was a Local 150 Organizer. I have been a member of the Union since 1979.
3. Local 150 represents over 15,000 employees actively working in various industries throughout northwest Indiana, northern Illinois, and eastern Iowa. The Union also represents

employees in the railroad derailment and construction industry in 39 states.¹ (The employers in these industries are not “carriers” under the Railway Labor Act, but are covered by the NLRA.) While the vast majority of the employees of these employers are Local 150 members, a number are fair share fee-payers. An increasing number of non-members in “Right-to-Work” states like Iowa, Indiana, and Georgia pay nothing to the Union at all.

4. Employees represented by Local 150 who join the Union pay “base dues.” The amount of base dues depends on the member’s history of employment, but the member must pay regardless of whether the member currently is working. Such dues range from \$20.50 per month for most industrial units; \$23.50 per month for railroad industry workers; \$25.50 per month for public sector employees; and, \$41.00 per month for employees engaged in steel mill service work. Construction industry members who generally earn higher wages pay the highest base dues of \$44.00 per month. Members also pay “administrative” or “working” dues of 3 percent of their wages. Non-members working outside of “Right-to-Work” states pay reduced “fair share” fees based upon the annual calculations undertaken by the Union as to what expenses are chargeable under *Beck*. As the following examples show, the Union has no ability to compel non-members in Right-to-Work states to contribute anything to the cost of their representation.

5. In 2000, a majority of the employees of Heckett MultiServ at its Plant 52 in Montpelier, Iowa, selected Local 150 as their representative in an NLRB election. In 2005, the Union again won majority support in a decertification election. The vote was close, 34 to 33; and barely more than half the MultiServ employees ever joined the Union. Local 150 negotiated and

¹ They include: Arizona, Alabama, Arkansas, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, South Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

administered a contract covering this unit from July 1, 2002, through approximately June 30, 2006, when the employees voted to decertify the Union (Case No. 33-RD-865).

6. The Iowa MultiServ plant operated 24 hours a day, seven days a week, on what is known in the industry as a “21 Turn.” Such a schedule requires employees to work a rotating shift which changed weekly, enjoying irregular days off. MultiServ maintained an attendance policy to enforce this unpopular work schedule. The Union tried on several occasions to negotiate changes to the attendance policy without success.

7. Throughout the Union’s representation of the MultiServ unit, employee adherence to the Employer’s attendance policy was a problem. The Employer routinely disciplined employees for violation of its attendance policy. Between 2002 and 2005, the Union filed numerous grievances on behalf of these employees, advanced at least fifteen to the second step of the grievance procedure, ten of which were referred to arbitration. All these grievances settled in a manner favorable to the employees, who were represented in each instance by a salaried Local 150 Business Agent. Each grievance involved several hours of staff time to investigate, decide which grievances warranted progressing through the upper steps of the grievance procedure, and negotiation of a resolution. At that time, the Union’s cost for a Business Agent was about \$75.00 per hour. Resolution of these fifteen grievances easily cost the Union’s dues-paying members several thousand dollars. None of the employees involved were Union members, and therefore, none of these employees paid anything for those services.

8. In Des Moines County, Iowa, Local 150 represents both operating and stationery engineers at the American Ordnance operation of the Iowa Army Ammunitions Plant (IAAP) located in West Burlington, Iowa. In April of 2014, Local 150 filed a grievance against American Ordnance alleging that the company lacked just cause to suspend two bargaining unit members

over their operation of the boiler at the IAAP munitions plant. For years, one of the grievants has exercised his rights under the Iowa Right-to-Work law to refuse to become a dues-paying member of the Local and refuse to pay fair share fees. (The Union had previously negotiated a settlement of a grievance on behalf of this employee while he was a member in 2010, but he dropped out of the Union and stopped paying dues shortly thereafter). As with all its grievances that proceed to arbitration, Local 150 provides legal representation through its in-house Legal Department in Countryside, Illinois, which is approximately two hundred thirty miles from West Burlington.

9. In April of 2015, after the many attempts by Local 150 Business Representative Ryan Drew to settle the grievance with American Ordnance had failed (at the “Step” meetings and many phone conversations and at least two other dedicated settlement meetings), the Union advanced the grievance to arbitration and an arbitration hearing was held in West Burlington. In preparing for the hearing, counsel for the Local 150 Legal Department spent two days including travel from Countryside to West Burlington. Given the logistics involved with access to the munitions plant, the one day hearing was held at the local Comfort Suites hotel. Post hearing briefs were submitted in mid-May 2015.

10. Local 150 Business Representative Drew spent about 10-15 hours of work time in processing the American Ordnance grievance through arbitration. Based upon his 2014 compensation and other expenses, the cost to the Union of Mr. Drew’s time is about \$100.00 per hour. Local 150’s counsel spent about thirty-four hours of time in participating in settlement discussions, preparing for hearing, traveling to and from Iowa, trying the case, and writing the post-hearing brief. Adding the cost of the hearing room, a hotel room for one night for in-house counsel, counsel’s meals and mileage, and the arbitrator’s fees to the time spent by Local 150 on the case has resulted to date in an approximate monetary cost to the Union of \$7,850.00.

11. Local 150 has national jurisdiction in thirty-nine states for the purpose of representing employees in the railroad track construction, maintenance and derailment industries. As a result, Local 150 represents employees at Hulcher Services, a company whose main business is re-railing derailed trains. The employees in the Local 150 bargaining unit operate heavy equipment to re-rail trains and clean up after a derailment. Hulcher has a facility in Atlanta, Georgia.

12. In January of 2012, Hulcher terminated a Local 150 bargaining unit employee at the Atlanta location for use of the “n” word. Pursuant to the Georgia Right-to-Work law, the employee, like almost 90 percent of the unit, had chosen not to become a dues paying member of Local 150 or a fair share fee-payer. The facts of the case strongly suggested to Local 150 that Hulcher lacked just cause to terminate the employee, so Local 150’s railroad industry Business Representative John Sorensen filed a grievance. The case proceeded to arbitration in Atlanta and was referred to Local 150’s in-house Legal Department in Countryside, Illinois. The Union ultimately prevailed, winning the grievant reinstatement and backpay and benefits in excess of \$27,000.00.

13. John Sorensen spent about twelve to fifteen hours of time processing and trying to settle the grievance. In-house counsel spent approximately thirty-five hours on the case, including preparation for hearing, air travel to Atlanta, trying the case and writing a post-hearing brief. This time, when added to airfare, lodging and meals for Mr. Sorensen and in-house counsel, the arbitrator’s and court reporter’s fees, and the cost for the conference room at the hotel for the hearing resulted in an approximate total cost to Local 150 of \$8,750.00.

14. Local 150 represents employees of subcontractors who perform maintenance services and slag-processing in the steel mills in northwest Indiana. One such employer, Minteq,

performed maintenance services at two steel-making facilities operated by Arcelor-Mittal at Indiana Harbor and Burns Harbor, Indiana. For various reasons, each of these bargaining units is covered by its own collective bargaining agreement with the Union.

15. Some time in 2013, Minteq transferred two employees from the Indiana Harbor facility to the Burns Harbor facility. One employee was a Local 150 member while the other was a non-member. Both performed the same work in the same work classifications at each location. Based upon the belief that the transfer was temporary, the Employer and the Union agreed to allow the two employees to continue to work under the wage rates and fringe benefits they earned at the original facility. After almost one year, however, the Union objected and the Employer formalized the transfer so that the two employees worked under the Burns Harbor contract. In so doing, however, the Employer assigned both employees a lower work classification which resulted in a modest pay-cut.

16. On June 3, 2014, Local 150 Business Agent Mike Simms filed a grievance against Minteq over the change in classification and attendant reduction in pay to the two employees. The Employer ultimately upgraded both employees, gave them a raise in pay and \$1,000.00 each in backpay. In investigating, preparing, and advancing this grievance, Mr. Simms spent at least two days meeting with the employees, the Local Union Steward, and supervisory personnel from Minteq. Based on his 2014 compensation and other related expenses, the cost to the Union of Mr. Simms's time is approximately \$100.00 per hour. Hence, the costs borne by the Union's members for pursuing this grievance totaled at least \$1,600.00. Because one of the employees was a dues-paying member while the other was not, it seems fair to say that the dues-payer subsidized the free ride of the non-member, who received the same benefit.

17. Local 150 represents public works employees in the City of West Chicago, Illinois. In October 2015, the Union filed a grievance over the Employer's decision to subcontract bargaining unit work, a decision which led to the layoff of mechanics in the bargaining unit. Represented by in-house counsel, Local 150 won an arbitration which awarded the employee three years' backpay. In 2013, the Employer sued in state court to vacate the award. With the assistance of outside counsel, in July 2014, the Union prevailed. The Employer settled shortly thereafter.

18. The mechanic laid off as a result of the Employer's contract violation was a dues-paying Local 150 member throughout his employment with West Chicago. He remained a member after he secured similar employment in another bargaining unit represented by Local 150. But in January 2013, he stopped paying dues. To that point, the Union had spent thousands of dollars arbitrating the case and in staff time. Outside counsel who helped win the court decision enforcing the arbitrator's award cost over \$20,000.00 alone.

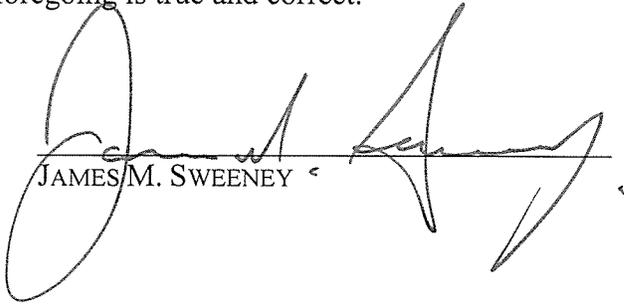
19. Throughout my employment with Local 150 as an Organizer and Officer, I have likened Union membership to insurance. In addition to enjoying the economic benefits of the Union's contracts, individual employees can look to the Union to file grievances when they are unjustly discharged or unfairly laid off. Employees may never need this assistance, but if they do, the Union will represent them. The monthly dues they pay are the "premiums" for this insurance. As with other insurance like auto or healthcare, individuals who choose to go uninsured must bear the full cost of that choice when it goes bad on them.

20. Since 2002, Local 150 has advanced almost 1,000 grievances to arbitration. A review of our records of those cases shows that in recent years, the most significant costs incurred in processing those cases include: docketing fees charged by the American Arbitration Association (AAA) (currently \$250.00 per case), and Federal Mediation and Conciliation Services (FMCS)

(currently \$30.00 per case); witness fees for subpoenas (\$50.00 each); transcription fees (usually about \$1,000.00 for a one-day hearing); and, the fees charged by arbitrators (currently ranging from \$1,000.00 per day to \$1,500.00 per day). It is common for an arbitrator to charge between \$3,000.00 to \$5,000.00 for conducting a hearing, research and drafting an Opinion and Award. Although the arbitrator's fees are split between the Employer and the Union, it would still be common for the Union to incur expenses in excess of \$3,000.00 for an arbitration that goes to decision, not including staff time. A Local 150 member working full time in the steel mills in Indiana would pay about \$3,000.00 in dues in one year.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 27, 2015.



JAMES M. SWEENEY