

PROPOSED BYLAW
on
UNION-MADE PRODUCTS AND SERVICES

WHEREAS the National Lawyers Guild, since its founding in 1937, has been dedicated to the proposition that human rights are more sacred than property interests, and

WHEREAS the National Lawyers Guild, since its founding in 1937, has been dedicated to protecting and expanding the rights of workers; and

WHEREAS the right of workers to safe and secure jobs that pay living wages continues to be a human right; and

WHEREAS workers organize themselves into labor unions to advance their interests and to defend against the attacks of the ownership class; and

WHEREAS the National Lawyers Guild, since its founding, has been at the forefront of the legal fights for labor, such as its support for the creation of the CIO and the organizing of the UAW, protecting the right to organize and bargain collectively, defending against the cold war attacks on labor, building international labor solidarity, and defending labor rights activists; and

WHEREAS it is inconsistent with the principles, history, and practice of the National Lawyers Guild to purchase goods and services from non-union vendors when unionized vendors are available;

BE IT HEREBY RESOLVED that the National Lawyers Guild reaffirms its commitment to the working class by adopting this Resolution and amending Sections 12.1 and 12.2 and adding Section 13 and 14 to the NLG Bylaws.

1. As to the National Lawyers Guild annual Convention, it is the policy of the National Lawyers Guild that:

A. The NLG shall hold its annual convention at a facility where service employees are represented by a bona fide labor organization and working pursuant to a collective bargaining agreement.

B. The NEC shall consult with the L&EC to ensure that labor-related issues are given due consideration at every stage of the convention process. To facilitate efforts to utilize union made goods and services related to the convention, the NEC or its designee shall include on the convention committee and any site selection subcommittee a member of the L&EC.

C. The NEC shall work closely with Informed Meetings Exchange (INMEX), UNITE HERE, and other bona fide labor organizations that have jurisdiction over potential event facilities in the community in which the Convention will be held.

D. Any contract to secure a convention facility shall contain a provision requiring the facility to immediately provide the NLG with notice of any labor dispute and shall allow the NLG to cancel, on favorable terms to the NLG, in the event of a labor dispute at the facility.

E. If the NLG plans to hold its annual convention at a non-union facility, the following conditions shall be met:

- 1) No suitable union facility exists in the area.
- 2) The NEC shall, in advance of the NLG or designee entering any contract with a non-union facility, obtain a waiver from the appropriate organized labor body with jurisdiction in the Convention city permitting the NLG to contract with the non-union facility. Before requesting a waiver, the NEC shall secure sufficient factual details supporting a conclusion that no suitable facility exists, and consult with the L&EC to determine whether it is appropriate to seek a waiver from the organized labor body with jurisdiction in the Convention city.
- 3) The NEC shall prepare a report regarding its efforts to locate a unionized provider, any communications with the L&EC, and its reasons for selecting a non-union provider to facilitate future purchases from unionized providers. That report shall be available to the public.

F. Notwithstanding any of the above, the NLG shall not hold its convention at a facility where a strike, lockout, boycott or other bona fide labor dispute exists and shall not cross a bona fide labor picket line for any reason.

G. The NLG shall take similar precautions to avoid holding its convention at a facility which is the subject of a boycott or other bona fide protest concerning its human rights or environmental policies.

2. As to expenditures of \$750 or more that may be spent on goods, printing, or events by the national organization, any committee, project, office, region, or chapter of the National Lawyers Guild [hereafter Guild entity] for use in daily operations or for special occasions such as conventions, meetings, demonstrations, delegations, and the like, it is the policy of the National Lawyers Guild that such shall be obtained, whenever possible, from companies or worker-owned and controlled cooperatives which have collective bargaining agreements with a bona fide labor organization [hereafter unionized providers].

A. Whenever possible, products shall also display the union bug or label when such products will also display the National Lawyers Guild [NLG] logo or are otherwise identified with the work of the Guild.

B. If there is no unionized provider locally, before utilizing a non-union provider, the Guild entity shall timely inform the Labor & Employment Committee [L&EC] of its efforts to secure a unionized provider locally or nationally, and the L&EC shall timely provide assistance or guidance in locating a unionized provider.

C. Should non-union goods or services of \$750 or more be purchased by a Guild entity, the Guild entity shall submit to the NEC at its next regular meeting, for discussion, a report regarding its efforts to locate a unionized provider, any communications with the L&EC, and its reasons for selecting a non-union provider to the National Executive Committee [NEC]. That statement shall be provided, in advance of the NEC meeting, to the L&EC if such does not have a representative on the NEC so that the L&EC may submit information to the NEC to facilitate future purchases from unionized providers. That report shall be available to the public.

3. It is the policy of the NLG that no Guild entity shall hold an event at a facility where a strike, lockout, boycott or other bona fide labor dispute exists, nor shall any Guild member be required to cross a bona fide labor picket line to attend such an event. It is the policy of the NLG that no Guild entity shall purchase goods or services from a business where a strike, lockout, boycott or other bona fide labor dispute exists.

Attachment

SECTION 12 - NATIONAL CONVENTION SITE SELECTION

Amend Section 12.1 to read:

Section 12.1 Site selection for the National Convention: NEC power

The National Executive Committee ["NEC"] shall select sites to hold the National Convention. The NEC may choose to delegate this power to the Executive Council of the NEC ["EC"] but such delegated power shall be subject to all Constitutional and Bylaw provisions. The NEC or its designee shall include on the convention committee and any site selection subcommittee a member of the L&EC in order to ensure that labor-related issues are given due consideration at every stage of the Convention process. The NEC or its designee shall work closely with Informed Meetings Exchange [INMEX], UNITE HERE, and other bona fide labor organizations that have jurisdiction over potential event facilities in the community in which the Convention will be held. Any contract to secure a convention facility shall contain a provision requiring the facility to immediately provide the NLG with notice of any labor dispute and shall allow the NLG to cancel, on favorable terms to the NLG, in the event of a labor dispute at the facility. This paragraph shall take effect immediately.

Amend Section 12.2 to read:

Section 12.2 Site selection for the National Convention: priority of non-profit sites and priority for unionized facilities

When selecting locations for the National Convention, the NEC shall prioritize locations which are non-profit or not-for-profit enterprises over for-profit and corporate locations such as hotels. Suitable locations may include, but are not limited to: college, university, and law school campuses, not-for-profit educational institutions, progressive conference and retreat centers, and municipally owned convention centers. When holding a convention at a non-profit enterprise site, municipally-owned convention center or a for-profit hotel or site, the service employees at such facility shall be represented by a bona fide labor organization and working pursuant to a collective bargaining agreement. If the NLG plans to hold its annual convention at a non-union site, all the following conditions shall be met: 1) no suitable union facility exists in the area; and 2) the NEC shall, in advance of the NLG or designee entering any contract with a non-union

facility, do the following: a) secure sufficient factual details supporting a conclusion that no suitable union facility exists, b) consult with the Labor & Employment Committee (L&EC) to determine whether it is appropriate to seek a waiver from the organized labor body with jurisdiction in the Convention city; and c) secure a waiver from the appropriate organized labor body. The NEC shall prepare a report regarding its efforts to locate a unionized provider, any communications with the L&EC, and its reasons for selecting a non-union provider to facilitate future purchases from unionized providers. That report shall be available to the public. All chapters submitting proposals to the NEC to host a National Convention shall be required to identify suitable sites consistent with this section in their proposed city. In order to hold a National Convention at a for-profit hotel or site or at a non-union site , the NEC ~~must~~ shall make a formal finding that no suitable not-for-profit sites are available in a given city or that the conditions set forth above regarding a non-union facilities have been met, and publish ~~this~~ these findings and explanations in the next Guild Notes edition following such decision. No site, whether not-for-profit or for-profit shall be chosen or utilized where a labor dispute exists. Any contract to secure a convention facility must contain both the following provisions: 1) the facility shall notify the NLG immediately regarding any labor dispute at that facility, and 2) the NLG shall be permitted to cancel, without any forfeiture of funds, in the event of a labor dispute at the facility. Notwithstanding any of the above, the NLG shall not hold its convention at a facility where a strike, lockout, boycott or other bona fide labor dispute exists and shall not cross a bona fide labor picket line for any reason. The requirements of this paragraph shall be in effect beginning with the 2012 National Convention.

Section 12.3 Selection criteria for the National Convention

The National Executive Committee must consider and shall prioritize the following factors in selecting cities and sites at which to hold National Conventions: disabled accessibility, unionization of staff at the site, politics and labor practices of the host institution and site, sustainability practices and infrastructure of the site including recycling and sustainable building practices, and affordability for attendees. The requirements of this paragraph shall be in effect beginning with the 2012 National Convention.

Add new Section 13 to read:

SECTION 13 - RESPECTING CLASS VALUES - PREFERENCE FOR UNION GOODS & SERVICES

Expenditures of \$750 or more that may be spent on goods, printing, or events by the national organization, any committee, project, office, region, or chapter of the National Lawyers Guild [hereafter Guild entity] for use in daily operations or for special occasions such as conventions, meetings, demonstrations, delegations, and the like, shall be obtained, whenever possible, from companies or worker-owned and controlled cooperatives which have collective bargaining agreements with a bona fide labor organization [hereafter unionized providers]. Whenever possible, products shall also display the union bug or label when such products will also display the National Lawyers Guild [NLG] logo or are otherwise identified with the work of the Guild. If there is no unionized provider locally, before utilizing a non-union provider, the Guild entity shall timely inform the Labor & Employment Committee [L&EC] of its efforts to secure a unionized provider locally or nationally, and the L&EC shall timely provide assistance or

guidance in locating a unionized provider. Should non-union goods or services of \$750 or more ultimately be purchased, the purchaser shall report on its efforts to locate a unionized provider, any communications with the L&EC, and its reasons for selecting a non-union provider to the National Executive Committee [NEC] at its next regular meeting and provide a copy of that report to the L&EC if such does not have a representative on the NEC in an effort to facilitate future purchases from unionized providers.

SECTION 14 - RESPECTING CLASS VALUES - HONORING UNION LABOR

It is the policy of the NLG that no Guild entity shall hold an event at a facility where a strike, lockout, boycott or other bona fide labor dispute exists, nor shall any Guild member be required to cross a bona fide labor picket line to attend such an event.