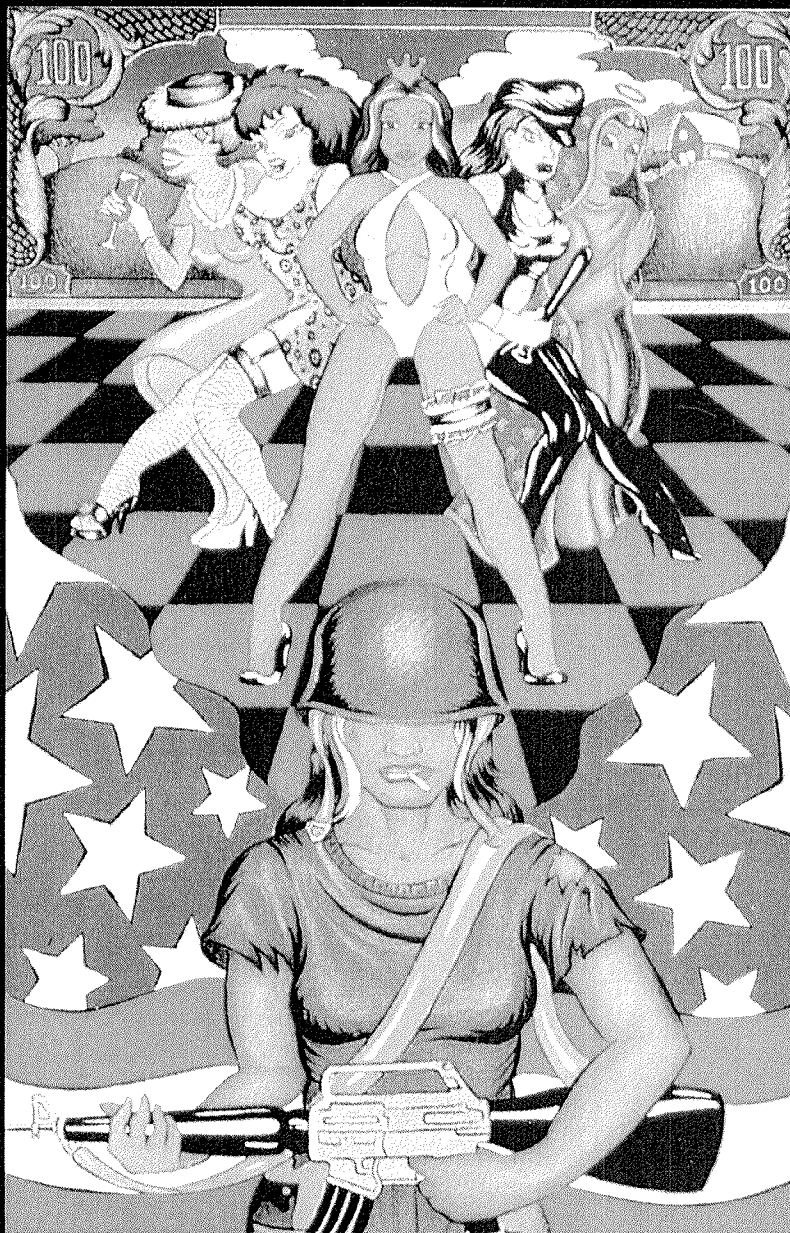


NO JUSTICE,



A Working Girl's Guide to Labor Organizing in the Sex Industry

By the hell-raisin'
hussies who organized
the Exotic Dancers Union
at San Francisco's
Lusty Lady Theater

NO PIECE!

A STRIPPERS' UNION?

HAVE YOU HAD IT WITH PAYCUTS AND SKYROCKETING HOUSE FEES?
DOES YOUR BOSS FINE YOU FOR BEING LATE OR CALLING IN SICK?
ARE GOOD SPOTS ON THE SCHEDULE ONLY FOR MANAGEMENT FAVORITES?

ARE YOU SICK OF GETTING HIT ON BY YOUR BOSS?

DO YOU WISH YOU AND YOUR CO-WORKERS HAD SOME JOB SECURITY,
AND SOME CONTROL OVER YOUR WORKING CONDITIONS?

IF THE WORKERS AT YOUR CLUB WANT THE POWER TO CREATE REAL CHANGES, A UNION IS THE ANSWER.
AS INDIVIDUALS, WE'RE POWERLESS, BUT WHEN WE ORGANIZE AS A UNION, WE SPEAK IN ONE STRONG VOICE.

THERE ARE ONLY A FEW MANAGERS, BUT THERE ARE A LOT OF DANCERS. THE COMPANIES MAKE
THE PROFITS, BUT WE DO THE WORK, AND WHEN WE ACT COLLECTIVELY, WE HAVE A LOT
MORE POWER TO IMPROVE WORKING CONDITIONS THAN WE DO ALONE.

WITHOUT A UNION, YOUR BOSS CAN CHANGE THE RULES, INCREASE HOUSE FEES,
AND CUT OR ELIMINATE YOUR PAY. WITHOUT A UNION, THE BOSS CAN GET AWAY WITH
BLOWING OFF THE FEW LAWS THERE ARE TO PROTECT US.

BUT IF THE EMPLOYEES AT YOUR CLUB FORM A UNION, YOUR BOSS WILL HAVE TO LISTEN TO THE
WORKERS. IT'S EASY TO GET RID OF ONE PERSON WHO SPEAKS OUT,
BUT A LOT HARDER TO TAKE ON THE ENTIRE WORKFORCE.

IF YOU UNIONIZE, THE COMPANY WILL HAVE TO NEGOTIATE A LEGALLY BINDING UNION
CONTRACT WITH YOU THAT SPELLS OUT YOUR RIGHTS, BENEFITS AND WORKING CONDITIONS. IF
YOU HAVE A CONTRACT, THE BOSS WON'T HAVE THE LAST WORD ANYMORE.

A UNION ISN'T ABOUT UNION REPS AND LAWYERS TAKING CARE OF YOUR PROBLEMS FOR YOU. A
UNION IS ABOUT YOU AND YOUR CO-WORKERS GETTING TOGETHER AND TAKING CARE OF YOURSELVES.

THIS MANUAL WILL SHOW YOU HOW TO START A UNION WHERE YOU WORK, BUT BEWARE,
YOU'RE IN FOR A LONG, HARD BATTLE. IT'S NOT A QUICK FIX --THINGS WILL PROBABLY
GET WORSE BEFORE THEY GET BETTER. A UNION IS A DIRECT CHALLENGE
TO YOUR BOSS'S STRANGLEHOLD ON THE POWER, AND MOST BOSSES DON'T TAKE KINDLY
TO THE PROSPECT OF SHARING THAT POWER WITH THEIR WORKERS.

STICK TOGETHER LADIES!
YOUR UNITY IS ALL YOU HAVE...AND ALL YOU NEED!

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NO JUSTICE, NO PIECE!

Chapter 1

Labor Organizing in the Skin Trade

Tales of a Peepshow Prole

By Miss Mary Ann

"TWO, FOUR, SIX, EIGHT, DON'T COME HERE TO MASTURBATE!" sounds a little like something the Moral Majority might have chanted back in the '80s, but this catchy slogan was actually a battle cry for fair treatment on the job. A few confused bystanders assumed my co-workers and I were anti-porn zealots protesting our favorite sleaze merchant. Not exactly—the sex business was our bread and butter. We were strippers picketing for better working conditions at the nude theater that employed us, organizing what would later become the only strippers' union in the country. Our boss had just fired a dancer. The company claimed she was fired for "disrupting other employees," but we knew the real reason was her union activism. The dancer, "Summer," was a single mom with a three-year-old to support.

Relations with management had been rocky ever since we started talking union, but Summer's termination sparked an all-out war. It was a Saturday, the union office was closed, and we couldn't get a hold of our union rep. We were on our own. Less than 24 hours after Summer was fired, and dozens of phone calls later, close to half the staff of dancers, cashiers and janitors showed up at work on their day off to protest. With picket signs and leaflets in hand, we poured into the manager's office and demanded Summer's job back. The manager told us to get out. Our picket line went up immediately.

* * *

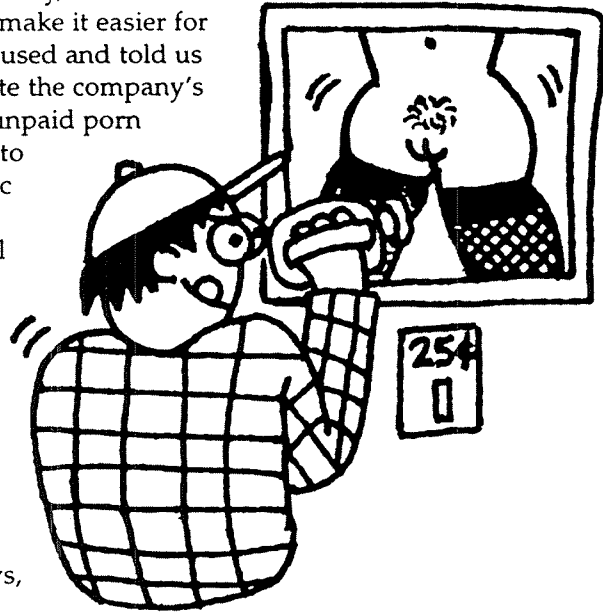
I dance at the Lusty Lady in San Francisco. The place isn't a strip club with a stage and a staff of lapdancers working the audience. It's a peepshow—a mirrored box of naked women, writhing and undulating behind glass for masturbating voyeurs. The customers are separated from one another in individual, broom closet-sized booths, and watch the dancers through crotch-level windows. A quarter buys a customer a 15-second glimpse of female flesh before the window's shutter closes; most manage to ejaculate before they've spent five bucks. Budget masturbators can complete the task at hand for as little as 75 cents by jerking away in the dark, only depositing another quarter when their mental snapshot of us has completely dissipated.

The reporters flocking to cover our organizing drive often had a difficult time understanding what we do as "work," but the job has always been defined in *my* mind by the repetitive manual labor it demands. Punch a time clock, spot an open window, make eye contact, pout, wink, swivel your hips a little, put a stiletto-clad foot up on the window sill to reveal an eye-full of your two most marketable orifices, fondle your tits, smack your ass, stroke whatever pubic hair you haven't shaven off, repeat these ten steps until the customer comes, then move on to the next window, repeat the process until your shift's over, punch out. Some call it the fast food of the sex industry: we produce assembly-line orgasms.

Three of the peepshow's 13 windows were made of one-way glass; the customers could see us, but we couldn't see them. For years, the Lusty Lady attracted amateur pornographers who'd set up shop behind the one-way windows. They videotaped and photographed us with alarming

regularity, usually without our knowledge, and always without our consent or compensation. We only discovered how widespread the problem was because absent-minded cameramen would occasionally forget to cover the telltale, red "on" light before they started filming. Whenever a dancer looked down and noticed a red light in the window she was dancing for, her impulse was usually to break through the glass and destroy the film. But she'd always resist, fighting the wave of fury and nausea that would inevitably hit her, and call security instead. More often than not though, it would be too late, the guy would get away. Where would that stolen image resurface? Who would see it? How many others were making money off it?

We complained to theater management repeatedly, and asked the company to remove the one-way glass to make it easier for us to spot the videocameras. Management refused and told us to "get another job" if we didn't like it. Despite the company's no camera policy, management insisted that unpaid porn stardom was an occupational hazard we had to accept. We disagreed, and turned to the Exotic Dancers Alliance (EDA), a San Francisco sex worker advocacy group set up by the original plaintiffs in the class action lawsuit against the Mitchell Brothers' O'Farrell Theater. The EDA put us in touch with Local 790 of the Service Employees International Union (SEIU), and convinced the local's initially reluctant organizing staff to take a risk on us, despite disapproval from union higher-ups.



As soon as we announced our plans to unionize, management removed the one-ways, but also refused to recognize the union, and hired a law firm infamous for busting unions.

Though the one-ways were gone, other problems at work were still festering: management played favorites, the company's disciplinary policy was unwritten and inconsistently applied, dancers had their pay permanently cut in half for missing a staff meeting or calling in sick, were suspended for not "having fun" and were fired for even more ambiguous reasons. The female managers who enforced these draconian policies always did so with a smile, insisting we worked at "the best" strip joint in town because we got free hot chocolate and weren't required to suck the boss' dick in exchange for our employment. The company's "sex positive, dancer-friendly" reputation was, for the most part, a hollow marketing ploy. We had virtually no recourse if we were treated unfairly, and anyone who complained was quickly labeled "disruptive" or "disrespectful." We knew a union contract could temper these injustices and hold the company accountable for its actions.

In the summer of 1996 we decided to go through with a National Labor Relations Board union election. If we won the election, the company would be legally obligated to negotiate a contract with us. Management prepared for the vote by running an anti-union propaganda campaign. Managers held a series of mandatory group meetings, excluded the organizers, and told workers the union would impose exorbitant dues (in reality, about \$4 a week), union officials would "force" us to strike (workers always *vote* on whether to strike), or fine us for

"disagreeing" with them (one of many straight out lies). The company told us a union would destroy the Lusty Lady "family" (fine with us—in that family, we were the kids and management the parents), and union reps would "bargain away" the rights and benefits we did have during contract negotiations (in reality, other *dancers* were at the bargaining table negotiating the contract with management, and the workers all *vote* on the final agreement—Jimmy Hoffa-style secret, back-room deals between union reps and management may happen in the movies, but not in a worker-driven contract campaign like ours). Management put another organizer and me on "final warning" for bogus infractions, and spread rumors that we were "harassing" and "intimidating" other dancers. Despite the lies, deceptive leaflets, threats, harassment of union activists and scripted, tear-filled pleas to give the company a "second chance," we stuck it out and won the election 57 to 15. We named our SEIU chapter the Exotic Dancers Union.

We spent the months following the election attempting to negotiate a contract with the company. But instead of working out an agreement with us, company lawyers spent most of the bargaining sessions engaged in performance art that easily rivaled our own in caliber and affectation. Like a stripper who waits until the end of the song to wiggle out of her panties, the lawyers kept their client paying by teasing us with lengthy diatribes, each bargaining session's invective more scathing than the last, the union's planned demise just around the corner. They were paid by the hour, and their time-wasting strategies were impressive. For example, they spent days insisting that dancers were "sexually harassing" each other by using the "scurrilous, offensive and derogatory term *pussy*" in the workplace. (Despite the word's "scurrilous" qualities, one lawyer in particular delighted in repeating this term as often as possible.) Never mind that our workplace is a smut palace, the lawyers repeatedly ignored our efforts to discuss things like sick pay and grievance rights, and flooded us with contract proposals outlawing foul-mouthed hussies instead.

Although the lawyers turned out to be far better whores than we could ever aspire to be, attorney-*customer* comparisons were also inevitable and hard to avoid. At the end of one particularly tedious bargaining session, the star of the company's legal team even copped to the similarity. "An attorney is but a condom," he bragged, "protecting the prick who's screwing someone else." That line was the first and last piece of honesty we got from this guy. After getting paid to watch middle-aged men in power suits masturbate to us every day at work, our tolerance for all the rhetorical circle jerking we had to endure *for free* at the bargaining table quickly began to wane. As the lawyers' bargaining session rants wore on, we'd begin to imagine them with their ties flung over their shoulders, the way we were accustomed to seeing their peers in the peep booths at work. (This fashion trend guards against the embarrassing possibility of returning to the office with a semen-splattered tie.)

No sooner had we resolved the "pussy" issue than had company lawyers begun insisting management needed the right to fire any dancer who'd been with the company for more than a year and a half. Since customers need "variety," they reasoned, termination of long-term dancers was a "legitimate business need." In this industry, seniority is a liability; strip joints WANT a high turnover. This was a temporary job, a short-term assignment, the duration of which was determined by a byzantine and arcane set of constantly-changing criteria that managers would use to justify firing dancers who got too "old" or too uppity. One dancer's "sultry stare" was another's "scornful glare." One month our run-of-the-mill pelvic grinding would be "interactive" and "fun," the managers would tell us, but the next month they'd call it "repetitive" and "boring." Countless trees died needlessly to sustain the Lusty Lady's almost

fetishistic obsession with documenting our “job performance” in an extensive collection of personnel files they maintained on us. It was a damn PEEPSHOW for chrissakes, not a psychotropic drug study, or a Broadway production for that matter! Management knew we’d never agree to contract language that would codify the company’s “right” to fire us at will— “legitimate business need” or not— but they were trying to wear us down, and make us give up.

We didn’t give up, and a few months into this routine, we staged a job action to protest the slow pace at the bargaining table. The Lusty Lady is the only place in town any 18-year-old kid (or 40-year-old executive) can watch live, gyrating, three-dimensional, *Hustler*-style beaver shots, inches from his face, for half the price of a donut. (No, we don’t hustle “peeps” for quarters; we’re paid by the hour to perform for whoever’s watching.) The two-bit pussy show is the Lusty Lady’s signature commodity, and on “No Pink” day the goods weren’t for sale. We continued to dance nude, but kept our legs demurely closed. The marquis outside still said XXX, but the show we put on was probably somewhere between PG-13 and R. Almost every dancer who worked that day took part in the action, and frantic managers responded to our new-found modesty by firing Summer.

The attempt to intimidate and divide us backfired. We retaliated by picketing the theater for the next two days and management fired back with a lock-out. They closed the show, and the dancers scheduled to work lost two days’ pay, but we stuck together and kept the picket line going. Most customers steered clear of the commotion, some were supportive, a few mistook us for anti-porn Christians, but only a handful braved a tongue-lashing from the crowd and crossed our picket line. Apparently deluded by their legal counsel into thinking the union was “all talk,” managers were stunned that we actually had the balls (and the solidarity) to walk the walk. After a two-day stalemate, the company caved in, rehired Summer, and finally began to cooperate at the bargaining table. Management quit talking about the “need” to fire long-term dancers, and offered us a raise instead.

Ultimately management didn’t agree to all of our demands, and there was talk of a strike, but we eventually ratified a first contract in April 1997, and a second in April 1998. There’s still a sizable gap between profits for the company and wages for the workers, but we won rights, job security, sick pay, automatic raises, and a guarantee the one-way windows won’t return from a company that probably never intended on reaching a contract at all, in an industry infamous for regarding its workforce as disposable.

Although the Lusty Lady is currently the only unionized nude theater in the country, our success sparked similar organizing campaigns at clubs and theaters in Alaska, Philadelphia and another in San Francisco. Dressing rooms across the nation are full of disgruntled strippers who want to do more than gripe about their plight. They want to kick some ass! In response to their demand for information and assistance, we’ve pooled our experiences, and recounted our victories and mistakes in the following pages. Read on to learn how to pull off a do-it-yourself union organizing campaign at your own neighborhood girlie show!

Excerpts of this chapter also appear in Tempslave #12.

Chapter 2

Getting Started

Keep union activity under wraps during the early stages of the campaign. As long as management's in the dark about your plans, you can communicate with people unimpeded by the harassment, lies and manipulation that will inevitably follow once the company discovers the workers are talking union. Don't distribute any flyers at work until *after* management finds out that you're organizing. During the initial phase of the campaign, you should focus on looking for other workers to help you organize, collecting employee names and phone numbers (see Chapter 8), looking for a union (see Chapter 3), putting together a list of issues to highlight during the campaign (see below), and figuring out how to answer people's questions about the union. The meetings you have at the beginning of the campaign will probably be among the best attended of all; people are excited about the possibilities, and haven't yet been exposed to all the crap management will do and say during their "vote no" campaign (see Chapter 9).

THE ORGANIZING COMMITTEE

The workers on the Organizing Committee (aka "the organizers") are the people who will run the campaign. This group has to be truly committed, willing to risk losing their jobs or getting blacklisted from other clubs, and be able to drop everything else in their lives to deal with a crisis in the campaign if necessary. The organizers are the ones who write, xerox and distribute leaflets (see Chapter 8), circulate union cards (see Chapter 4), know the details about the organizing process, answer people's questions, set the record straight when the company puts out misinformation, speak up to management, organize job actions (see Chapter 7), talk to the media (see Chapter 6) and do everything else that needs to get done to make sure the workers stay unified and vote yes. Your Organizing Committee may attract peripheral organizers, whose commitment is sporadic, who are behind you intellectually, but won't do any of the dirty work, or who flake out for weeks at a time, but then complain about a decision you made at a meeting they didn't show up for. Resist the temptation to get frustrated with these people. Take all the help you can get, and realize that not everyone is in a position to devote as much time and energy to the campaign as the core organizers are.

THE ISSUES

Why do you want a union? Which company policies, practices or rules are most intolerable or unfair; what are your ***grievances***? Does your boss refuse to pay you wages, or cut them to punish you? Do you have to pay outrageous house fees or fines? Are dancers required to sell a

A STRIPPERS' UNION? QUESTIONS & ANSWERS

Q. Why not form our own union; why should we join the Hotel Employees, Restaurant Employees (HERE) Union?

A. Forming our own organization might be ideal -- but logistically and financially unfeasible. This would mean we'd have to raise money to pay the costs of the union ourselves. If we hook up with the HERE, we'd have access to the union's lawyers, organizers, experienced negotiators, office space and staff, telephones, xerox and fax machines. The union staff is familiar with labor laws, and can back us up if/when our rights are violated.

Q. If I join the union, won't I just have to answer to another "boss" at the union hall?

A. The "union" is not the union office, staff, organizers or lawyers -- WE are the union. The union staff may give us advice, but they can't tell us what to do. Ultimately WE make the decisions that affect us. Showboat dancers will be at the bargaining table, negotiating a union contract with management, and every worker will have the right to vote on whether or not to accept it. Union reps can't force us to strike or follow rules we haven't agreed to in our contract.

Q. What are the steps to unionizing?

A. The first step is for workers to sign union cards. The more cards we sign, the more power we have. When at least a majority signs cards, we announce our intent to unionize to management. At this point Jim & Terry can recognize the union, and we can immediately start negotiating a contract. If management refuses to recognize the union, we'll petition the National Labor Relations Board to hold a union election. If a majority votes for the union, the company is required by law to recognize us as a union and negotiate a contract with us.

Q. Will we have to strike?

A. Striking is not the first step to unionizing -- it's a last resort. Strikes are what make the news, what you don't hear about are all the organizing campaigns that succeed without a strike. Union "leaders" cannot "call" a strike or "order" a walkout. We vote on whether or not we want to strike. It's unwise to take such a drastic measure unless worker support is near-unanimous.

Q. Things aren't that bad at here, compared to clubs in other cities, our stage fees aren't THAT high -- why do we need a union here?

A. So things don't get worse, and to deal with the problems that do exist. Stage fees at other clubs have climbed to \$150 or more. Dancers didn't always have to pay to work; in fact most clubs used pay dancers an hourly wage until a few years ago. Right now, some dancers get great schedules, but others don't. Some are treated fairly by management, but others aren't. With a union contract, we could limit or eliminate stage fees, and make sure everyone is treated equally.

THE SHOWBOAT ORGANIZING COMMITTEE--EXOTIC DANCERS UNION--HERE, LOCAL 878

minimum quota of drinks or dances? What happens if you get sick and can't come to work? Are dancers pressured for dates by the boss or the bouncers? Are dancers fired or suspended for arbitrary reasons? Are there too many dancers on the schedule competing for shifts or customers?

Put together a list of grievances the workers would like to address in a union contract. Don't bite off more than you can chew. You're not making laundry list of problems that will *automatically* disappear when you unionize. You're picking your battles, you're identifying the changes you're prepared to *fight for* in a union contract. Choose a couple issues most people can relate to. The issue that united us at the Lusty Lady was the peepshow's one-way windows. (Dancers were outraged that customers were continually filming us through the one-ways, and incensed with management's lack of response to the problem.) First contracts aren't lavish; don't dream about paid vacations or dental insurance if your main goal is just to eliminate the high fees you have to pay the club every shift. Fight for basic rights and protections in your first contract, and try for material improvements in your second one.

THE NUTS AND BOLTS

Once the campaign gets off the ground, organizers can expect to devote nearly as many hours per week to organizing as they spend at work earning money. The organizers should talk to each other at least once daily (by phone is ok) to make sure everyone knows what's going on. The organizers will need voicemail or answering machines they can check away from home, pagers would be even better, 3-way calling and speaker phones make it easier to meet "electronically" and make group decisions quickly, and email makes it fast and easy to send each other drafts of leaflets. There will be computers at the union office, but it would be ideal if at least one of the organizers had one at home. You may need to make flyers in the middle of the night after the union office is closed. (Kinkos is open 24/7.) The organizers will need fast, reliable transportation. No time to wait for busses or look for parking, our rag-tag army of Lusty Lady organizers would race through downtown traffic jams on bicycles.

WHY DO WE NEED A UNION AT THE REGAL?

- Under the new commission system, dancers are now averaging less than \$40 per shift! We used to make \$75 to \$120 plus the hourly wage before! UNDER A UNION CONTRACT, MANAGEMENT WOULD NEVER BE ABLE TO MAKE CHANGES LIKE THIS WITHOUT NEGOTIATING THEM WITH US FIRST!
- Right now we're required to be at work 15 minutes early without pay, and we're also required to attend mandatory meetings without pay! This is illegal! If management breaks the law like this after we unionize, we'll be able to do something about it.
- Now we're forced to work nude in the dome, for much less money than we used to make. We have no way of knowing how much money customers are spending there, and no way of checking whether or not our "cut" is accurate. Work rules are constantly changing. With a union contract, management would not be able to change the rules, or impose unfair new rules like this. All working conditions would be agreed to in a contract, and all dancers would have the right to vote on the contract.
- Right now we're forced to take abuse from the customers, and if they're not "satisfied" their refunds come out of our paychecks or pockets. This is illegal. We don't have to take abuse from the customers or management. Insults, intimidation, and yelling at us while we're naked is sexual harassment, and it's against the law! With a union contract, we'd be able to prevent this sort of behavior, or at least put a stop to it once it happens. Dancers at the Lusty Lady have a union and a sexual harassment policy in their contract. SO COULD WE -- IF WE STICK TOGETHER AND VOTE FOR THE UNION!

THE REGAL ORGANIZING COMMITTEE
EXOTIC DANCERS UNION/SEIU LOCAL 790

The AEDU
Let us balance the scale!



One dancer (you) pays the
Showboat:

\$120.00.....nightly
\$1920.00.....monthly
\$23,040.00.....yearly

This is what most people make in a year!!
(These figures are approximate and based on a base rate salary only.)

HOW WOULD YOU LIKE TO...

- Pay less than \$50 in house fees per shift?
 - Keep half the money you generate in drink sales?
 - Not have to worry about whether you'll have a job tomorrow?
 - Have a say in how many girls are on the floor at a time?
 - Have some health insurance for you and your kids?
- IMPROVEMENTS LIKE THESE ARE POSSIBLE IF WE
STICK TOGETHER AND VOTE UNION YES!

Showboat Organizing Committee
Alaska Exotic Dancers union/H.E.R.E. Local 878

Chapter 3

Finding a Union

Don't get too preoccupied with finding a "good" union with "good" lawyers or organizing staff. The *workers* are the union—not the paid staff or officials—and if you and your co-workers aren't willing to take an active role in organizing the union and keeping it alive, you'll lose it and any of the improvements you manage to get. You can't just say "yeah, we support the union," and expect the "professionals" to take care of everything else. Worker participation is especially critical in your case because the union staff you end up working with have probably never worked with strippers before. They'll learn as much from you as you learn from them. Don't be afraid to disagree with a suggestion if your instincts tell you it won't fly with your workforce.

THE AFL-CIO: INTERNATIONALS, LOCALS & CHAPTERS

The American Federation of Labor—Congress of Industrial Organizations (AFL-CIO) is the umbrella organization that almost every labor union is affiliated with. Within the AFL-CIO are a number of "international" (or "national") unions that represent various industries throughout the United States, e.g. the Service Employees International Union (SEIU), the International Brotherhood of Teamsters, the International Longshoremen's and Warehousemen's Union (ILWU), the Hotel Employees and Restaurant Employees (HERE), the United Auto Workers (UAW). Within each "international" union are individual "locals" which represent specific geographic regions. For example, Lusty Lady workers belong to SEIU, Local 790. This local represents service workers in the San Francisco Bay Area. Within each local are separate "chapters" assigned to each worksite. For instance, Lusty Lady workers belong to the Exotic Dancers Union, a chapter of SEIU, Local 790.

JOINING A UNION VS. FORMING YOUR OWN

There are both advantages and disadvantages to hooking up with a pre-existing union rather than starting one on your own. The main advantage is financial support. If you affiliate with a union that already exists, you won't have to pay the costs of running an organizing campaign out-of-pocket; you'll have access to the union's xerox machines, telephones, fax machines, organizing staff and legal counsel. The disadvantage of affiliating with a big union is that you may be asked to compromise some of your autonomy. Although our union allows us to run our chapter and make decisions however we want, other unions do not always give their chapters this much independence. For example, you may want to make decisions collectively, but the union you affiliate with may require your chapter to elect officers, and set up a hierarchy. Or worse, your union may not let you participate in the decision-making process at all, and forbid any workers from attending the contract bargaining sessions, for example. Ask any unions that agree to represent you what their policies and bylaws are. See "Questions to Ask Potential Unions" below.

IF YOU HAVE TROUBLE FINDING A UNION...

You may have trouble finding a union to represent you. SEIU was initially reluctant to represent Lusty Lady workers, and only eventually agreed to after an internal battle, spurred in part by the Exotic Dancers Alliance, a San Francisco non-profit that advocates for the rights of strippers. (Their contact info is on page 61). Unfortunately the Labor Movement is tainted by the same bigoted prejudices that plague society at large: strippers aren't "real" workers, and don't make an "honest" living, therefore do not deserve fair working conditions. If any unions cop this attitude, slap 'em with some history. Remind them that unions used to exclude all women (not just sex workers), but labor activists finally realized this kind of discrimination was only benefiting the bosses. Why reverse history now? "United we stand, divided we fall" isn't just a cliché — it's true, and the Labor Movement will not succeed until it understands this. Everyone whose labor is exploited for profit is a whore; being a sex worker doesn't make you more of one. A reality of Capitalism is that we all have to sell ourselves to survive. Why is it any less "honorable" to sell your body in a strip joint than it is to sell your soul in a factory?

QUESTIONS TO ASK POTENTIAL UNIONS

Ask any potential union if interested workers will be allowed to participate in the contract bargaining process, make decisions and physically be present at the bargaining table. Be wary of any union that says no. Remember, you and your co-workers are the union—not the union reps or the union's elected officials. Think twice about joining any union that wants to charge you money up front. Most unions don't require you to pay **dues** until after you have a contract, and dues should be around one to two percent of your income. Be skeptical of any union that makes promises. Union staff can't guarantee anything specific, only that a union will give workers a voice in determining their working conditions. Whether or not you get all the changes you want will depend on how unified the workers stay.

UNIONS TO CHECK OUT AND UNIONS TO AVOID

- **A word of caution: AVOID THE TEAMSTERS.** This union agreed to represent — but then subsequently dumped — exotic dancers trying to organize in Anchorage and Philadelphia. Neither group was given any explanation, and dancers suspect club owners may have been conspiring with union higher-ups.
- **Hotel Employees & Restaurant Employees Union (HERE).** This union is currently organizing workers at the Showboat in Anchorage, and is willing to organize all interested strippers. Call The Alaska Exotic Dancers Union/HERE, local 878 (numbers listed on page 61) to find out where the nearest local is.
- **The Service Employees International Union (SEIU).** Although Local 790 of the SEIU represents Lusty Lady employees, the international is pretty pissed off at our local for cavorting with hussies. It's probably a waste of time to call other SEIU locals for help, but give it a shot. You may by chance come across another renegade local like ours.
- **Industrial Workers of the World (IWW, "Wobblies").** The Wobblies are by far one of the oldest and most militant unions around. Although their heyday was in the early part of the century,

they're still active, and have enjoyed a recent revival in some cities. Philosophically opposed to the top-down hierarchy of many AFL-CIO unions, the Wobblies are all about grassroots activism, and organizing from the bottom up. They're an independent union, and aren't affiliated with the AFL-CIO. And since they don't get any AFL-CIO money, most Wobbly offices run on a shoe-string budget, so they may lack key amenities like xerox machines and labor lawyers, and may not have the wherewithal to run an organizing campaign. But what they lack in office equipment and legal counsel, they more than make up for in passion and commitment. The Wobblies won't give you any shit for being a sex worker like the big AFL-CIO unions might. Although a few Wobbly offices may have the resources to run full-scale organizing drives and contract campaigns, most cities' IWW chapters will probably be best equipped to help you out with leafletting and demonstrations. The Wobblies kick ass in direct action, and may be able to supply bodies for a picket line (see "Have Non-workers Picket FOR You" in Chapter 7). Call the Wobbly office in Ypsilanti, MI at 313-483-3548, or Berkeley, CA at 510-845-0540, and ask if there's an IWW branch near you.



INDUSTRIAL WORKERS OF THE WORLD

P.O. Box 40485, San Francisco, CA 94140
3124 Shattuck Ave., Berkeley, CA 94705
3326 Denton Way, San Jose, CA 95121
21449 Shainsky Rd., Sonoma, CA 95476

(415) 863-9627
(510) 845-0540
(408) 274-2166
(707) 996-4386

RESOLUTION

WHEREAS, the IWW has been on record in support of the rights of workers in the sex industry since 1990; and

WHEREAS, workers in this industry are among the most economically exploited, socially stigmatized and marginalized toilers in society, and have been historically neglected by the union movement and thus remain almost universally unorganized; and

WHEREAS, sex workers are mostly women, reflecting capitalist society's pervasive sexism; and

WHEREAS, these workers deserve the same respect, dignity and fair treatment as any other group of workers; and

WHEREAS, the women and men of The Lusty Lady, a San Francisco strip club, have begun organizing themselves as an "Exotic Dancers Union" and have engaged the assistance of SEIU Local 790 to gain union recognition; and

WHEREAS, this organizing drive is historic in its significance as a first attempt to organize within the sex industry, and sex workers around the country and internationally are waiting with renewed hope for the success of this campaign; and

WHEREAS, these workers and the SEIU are organizing along industrial lines, on a wall-to-wall basis at The Lusty Lady, where everyone employed at the club will be eligible for union membership and the rights, the benefits and the collective power to create a more democratic workplace that that entails; **THEREFORE BE IT**

RESOLVED, that the San Francisco Bay Area General Membership Branch of the Industrial Workers of the World, at its monthly business meeting on Saturday, 17th August 1996, hereby endorses SEIU Local 790's organizing campaign at The Lusty Lady; **AND BE IT FURTHER**

RESOLVED, that we Wobblies stand shoulder to shoulder in solidarity with The Lusty Lady's workers and the SEIU in this effort, and commit ourselves to mobilizing our membership to come out in support of the said campaign when called upon by the organizers.

Chapter 4

The Steps to Unionization

Once you get together an Organizing Committee and get in contact with a union, organizing staff will give you more details about the steps it takes to unionize, but here's a brief chronology so you can get a sense of how the process works.

1. UNION CARDS

Union cards authorize the union you're working with to help you and your co-workers negotiate a union contract (see Chapter 12) with the company. You need at least a majority of workers to sign cards in order to qualify for a union election. Many unions ask for 70 or 80 percent to show that you're really committed. Get as many workers as possible to sign cards; the stronger your majority, the more power you'll have. Do this secretly. The longer you keep management ignorant of your plans to unionize, the less time they'll have to try to stop you. If any workers fear retaliation, remind them that management will never know who signed a union card—only the union organizing staff and the National Labor Relations Board (see Chapter 5) will ever see the cards. Point out that the more people who sign cards, the harder it will be for the company to target individuals for retaliation. As workers sign cards, warn them that management will probably try to fight the union, and "inoculate" them in advance against the anti-union tactics discussed in Chapter 9.

The image shows two documents. The top document is a union card for SEIU Local 790. It contains fields for personal information: First Name, Last Name, Social Security #, Home Address, Home Phone, Work Phone, FAX (very important!), email, and Work Address / Site. There is a section for a signature and date. A small logo with the text 'In Unity, Strength' is also present. The bottom document is a flyer titled 'ALERT!' in bold. It describes an incident where management attempted to install a one-way glass in a booth, which was protested by staff. The flyer mentions that 80% of the staff signed a petition demanding the removal of the glass and that the union, SEIU Local 790, is taking action. It urges workers to sign the attached document to support the union's efforts.

2. IDENTIFICATION OF THE ORGANIZING COMMITTEE

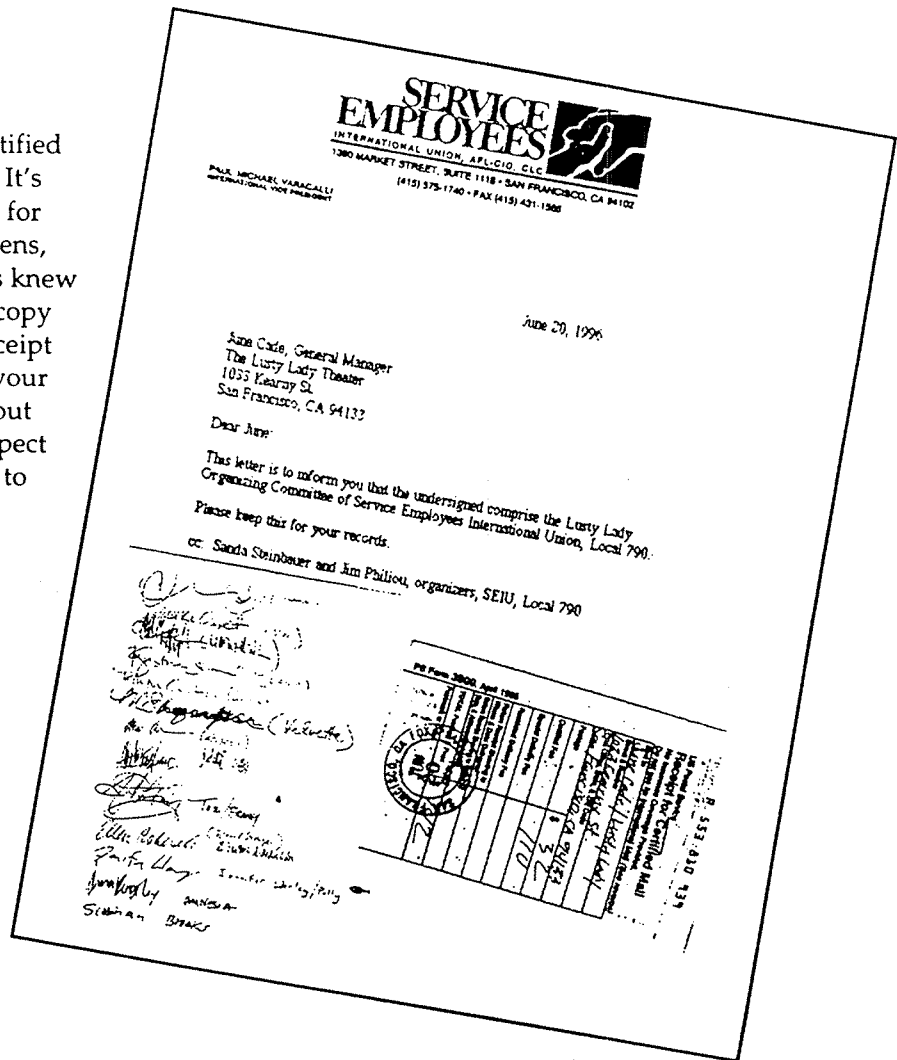
The organizers may want to *consider* identifying themselves to management for their own protection. Do this by sending a letter on union stationary signed by everyone on the

Organizing Committee, by certified mail, return receipt requested. It's illegal to fire or harass anyone for union activity, but if this happens, you'll have to prove your boss knew you were an organizer, and a copy of this letter along with the receipt will do the trick. However, if your employer is not concerned about breaking the law, and you suspect he may be particularly hostile to the union, this protective measure may backfire. When workers at the Showboat in Anchorage sent their boss a letter identifying the Organizing Committee, everyone who signed the letter was immediately fired. Some were rehired after they filed unfair labor practice charges (see Chapter 5).

3. ASK FOR VOLUNTARY RECOGNITION

Once you have enough cards signed, union organizing staff may try to contact the owners of your club and ask them to voluntarily recognize the union, or you and your co-workers may decide to ask your boss for recognition yourselves. We announced our plans to unionize and asked for recognition at a staff meeting management called to discuss something else. Most employers (including ours) refuse to talk to union organizers and refuse to recognize the union. But in the rare instance that they do, you can skip the election and go straight to the bargaining table and start negotiating a contract.

Or, you may want to consider running a **recognition campaign**, in which you pressure your boss to recognize your union without going through a National Labor Relations Board (NLRB) election. If you chose to run a recognition campaign, you'd skip the steps below, and use the pressure tactics discussed in Chapters 5-7 (legal action, bad press, pickets, job actions and/or a strike) to force the company to recognize your union. This strategy avoids the legal delays associated with NLRB elections (see below), and relies heavily on community support and direct action. If the workers at your club are willing to hit the streets, and you live in a pro-labor town or you have a lot of customer support, a recognition campaign may be your best bet.



4. PETITION FOR A UNION ELECTION

If you decide to go the election route, union staff organizers will ask the NLRB to set an election date by filing a "Representation Certification Petition."

5. PRE-ELECTION NLRB HEARINGS

Once you petition for an election, the NLRB will not set an election date until management's lawyers have exhausted every possible stalling tactic. In our case, we petitioned for an election in mid-June, but our election wasn't held until the end of August. While company lawyers were wasting time stalling in pre-election hearings (they literally spent days arguing that *our union was not a union*), our managers were busy spreading anti-union propaganda at work and recruiting a huge batch of new dancers in an obvious effort to destroy our majority. Consider using the pressure tactics discussed in Chapters 5-7 to get a stubborn employer to quit stalling.

Unit Clarification hearings are the most common type of NLRB pre-election hearings. These proceedings are to determine which workers will be eligible to vote in the election. Before such hearings, you'll need to decide who you want in the **bargaining unit**, just the dancers, or DJs, cashiers, bouncers, waitresses, bartenders, and janitors too? You'll obviously want to try to include as many "yes" votes as possible, and your boss will try to include as many "no" votes as possible. For example, if management finds out union support is weak among the janitors, company lawyers will try to make sure the janitors are included in the bargaining unit, then blame the union for "dragging them into" something they didn't want to get involved with, and encourage them to vote "no." If your boss owns more than one club in town, his lawyers may argue that the workers at all of his clubs should be in the bargaining unit. This would increase his opportunities to play one group of workers

A MESSAGE FROM MANAGEMENT

THE FACTS

The management team has yet to respond in an official way to any of the notices which have been placed in the dressing room and break area. We felt that the decision of individuals in this company regarding the union should be based on facts and we were willing to let the dialogue proceed on its own. Now we feel compelled to respond to some of the blatantly false rumors that are apparently being spread around the theater. We feel that the facts are important, no matter what position they lead you too.

THE JULY 3rd NATIONAL LABOR RELATIONS BOARD HEARING
Management was surprised at the low turnout from employees and encouraged all of you to attend any future hearings so that you can see the events for yourself rather than hearing about them funneled through others. The meeting notes which were written by union organizers said that our lawyers "spent four hours pursuing the bogus argument."

The company raised the issue of whether or not SEIU Local 790 was authorized to organize private sector employees. This issue arose when we discovered that SEIU Local 790 had not filed with the Federal Government any of the legally required financial documents and the union constitution which all private-sector unions must file. According to Federal Regulations, a union that represents private companies must keep its financial documents on public record. SEIU Local 790 has failed to do so. One can only conclude that A) it did not do so because it is not legally able to represent private companies or B) that it is representing private companies, that it is doing so without having filed the appropriate documents. The Labor Board official called the "threshold argument," implying that if SEIU Local 790 was not legally able to represent the Lusty Lady employees then further discussion was irrelevant.

THANKS FOR READING!

A MESSAGE FROM MANAGEMENT

The union representative at first said that he would bring the documents, then said that he would not, and then said that his lawyer recommended that he not bring them, and then said that he would bring them back after a short recess and then finally refused to submit the documents that are required by Federal law to have already been filed. Why? Our lawyers have subpoenaed these documents; if they are submitted to the court and can show that they are legally able to represent private sector employees, the proceedings will continue.

SEIU Local 790 has undergone a scandal in the past in regards to misuse of union finances. After the accusers were freed by the union President, this scandal was brushed aside. It seems that after such a scandal, a reputable union would gladly submit its required financial documents freely to prove that such misuse has stopped. SEIU Local 790 has refused to submit the financial documents that should be on file if, in fact, it is legally able to represent private sector employees.

We cannot imagine that anyone would consider the fact that SEIU Local 790 is not living up to Federal standards to be a "bogus argument." We cannot imagine that anyone would consider the fact SEIU Local 790 is not letting its represented employees know how their money is being spent to be a "bogus argument." Why is this important detail being treated as trivial by the people trying to get you to vote "Yes" to the union?

Instead of focusing on their own noncompliance with the law, the union representative tried to divert the focus of Lusty Lady employees to the hourly cost of management's legal representation and he tried to make a Federal regulation (a regulation enacted because of infamous illegal union usage of funds) seem petty.

THANKS FOR READING!

A MESSAGE FROM MANAGEMENT

While many issues remain unresolved, the Hearing did make some things very clear. The low turnout showed management that many people are not investigating the risks and benefits of the union for themselves but are trusting others to give them the information they need, which is why we have chosen to take an active role in the dialogue. SEIU Local 790 also demonstrated that they must feel that they are above the law to blatantly disregard the rules and regulations of the Federal law. The very laws that were made to protect employees from union misconduct are not being followed by the union that our employees are considering joining. Apparently, the union organizers do not care about the privacy of the employees, something the Lusty Lady has always felt strongly about, if it felt so free to consent to the giving of personal information to the Federal government.

While the union did finally agree to having an on-site election, why would they have originally supported having a mail-in election, renowned for low turnouts? Perhaps the union is less concerned with the wishes of all the employees and is more concerned with having the vote swing in its favor.

Remember this is an organization that is claiming that it has your best interests in mind and is promising to "protect you." These promises seem hollow coming from an organization which doesn't even follow its own rules or the rules of the US Government and tries to make you think that this fact is unimportant or "bogus."

THANKS FOR READING!

against another and mean you'd have to run two or more campaigns simultaneously. At the Lusty Lady unit clarification hearing, the NLRB determined that all non-supervisory employees—dancers, cashiers, and janitors—who worked an average of at least four (4) hours per week, and all workers who had been on leave for up to six (6) months were eligible to vote. This set an industry precedent, and may well be the same criteria potential voters at your club will need to meet.

6. ELECTION DATE SET & UNION GETS LIST OF WORKERS

After the pre-election hearings, the NLRB will set an election date and require the company to provide the union with a list of names and addresses of all employees eligible to vote (see Chapter 8 for details about the list). The NLRB will also set a cut-off date (usually about two weeks before the election). Anyone hired after this date is ineligible to vote.

7. MANAGEMENT "VOTE NO" CAMPAIGN

In the weeks preceding the election, the company will hire consultants or lawyers to run an anti-union propaganda campaign. See Chapter 9 for details.

8. WIN THE ELECTION

If a majority votes yes, your employer is legally obligated to recognize the union and **negotiate a contract**. See Chapter 10 for details about the election, and Chapter 12 for information on negotiating a contract.

NEWS FROM THE 7/3 LABOR BOARD HEARING

- Despite her proclaimed aversion to lawyers, June pulled no punches by hiring one of San Francisco's most notorious union-busting firms.
- The terms of the election will have to be determined at yet another hearing because June's lawyers spent four hours pursuing the bogus argument that our union is not a union before they would address the issues at hand—where and when the election would be, and who would vote.
- By using stalling tactics like these, June's attorneys have pushed the election date further away, and bought more time to come up with ways to weaken union support.

The Lusty Lady Organizing Committee—SEIU, Local 790

Chapter 5

Legal Action

The tactics below may be useful during the organizing drive as well as the contract campaign. Think of these legal claims as bargaining chips, and be willing to drop them in exchange for something from management such as a specific contract demand, union recognition, or an agreement to rehire someone who was illegally fired. But be careful not to tip your hand prematurely; don't let management find out these claims are expendable. Be sure to alert the media about pending charges (see "The Media" in Chapter 6). Whether or not you actually win, lose or withdraw the claims isn't as important as the bad press you'll generate for the company by exposing pending allegations, and the financial setbacks the club owners will suffer when they have to fork over huge sums of money to their lawyers to get them out of hot water. Each allegation can cost the company thousands of dollars in legal fees—even if they *win*. And if your employer refuses to bargain over the claims, dancers who file may at least get some money for damages in the end, and may inspire others to take action too.

BEWARE OF THE BUREAUCRATS

Keep in mind that the people who work for the agencies listed below can be dour bureaucrats who couldn't care less about you, and a trip to their offices can be more frustrating than a visit to the DMV. Some of these governmental agencies used to be staffed by labor activists back in the '60s when everyone was standing up to the The Man, but '80s-style corporate greed put an end to that trend. Most of the agencies you'll be dealing with have yet to recover from the Reagan and Bush Regimes, and will generally be more interested in protecting the employers they're supposed to prosecute than in protecting the workers they're supposed to defend. They may blow you off at first, but this doesn't mean you don't have a case. It just means you have to be persistent. If a state agency won't investigate your claim, for example, take it to its federal equivalent, or vice versa. Remind anyone who gives you flak that their office is *legally obligated* to investigate all complaints. Show them the sample form on page 22 so they'll see that the bureaucracies they work for (DFEH and EEOC, in particular) have already processed similar complaints in San Francisco.

NATIONAL LABOR RELATIONS BOARD & NATIONAL LABOR RELATIONS ACT

The National Labor Relations Act of 1934 (aka "NLRA" or "the Act") guarantees American workers the right to organize unions and bargain with their employers collectively, and outlaws a number of management practices that interfere with this right. Often mythologized as "ground-breaking" pro-labor legislation, this law is really the handiwork of greedy industrialists who were alarmed that labor-management disputes were threatening their power and profit. They lobbied Congress to limit workers' growing economic strength with a bunch of bureaucratic regulations that now govern the unionization process. Back in the day, the workers would just shut the factory down when the bosses tried to screw them over, but the passage of the NLRA helped replace effective "wildcat strikes" like these with paperwork and hearings and lawyers and bureaucratic delays. The federal agency charged with enforcing the NLRA is the National Labor Relations Board (aka "NLRB" or "Labor Board"), and it probably won't be an ally. A lot of the people who run the NLRB were appointed during the Reagan and Bush administrations and they're often hostile to workers' rights.

UNFAIR LABOR PRACTICES (ULPs)

An unfair labor practice (ULP) is a violation of the NLRA. Although the punishment for employers who violate the law is usually too little, too late, always file ULP charges with the NLRB nonetheless. The charges will give you some leverage, and although the process can take months, the people who get illegally fired for union activity will likely get their jobs back and be awarded back-pay. Dancers at the Showboat in Anchorage eventually collected \$40,000 in damages for unlawful terminations and an illegal house fee hike during their organizing campaign.

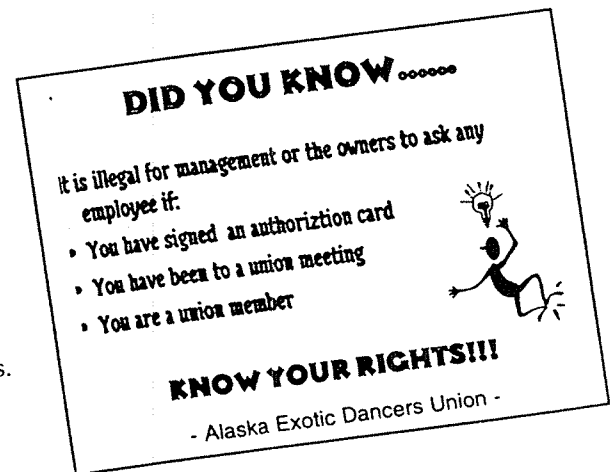


Just because you file a ULP charge, however, doesn't always mean the NLRB will automatically agree that your boss did indeed break the law. Your boss will hire slimy lawyers who specialize in defending companies against allegations that they've broken labor laws. (Showboat dancers had to wait out a lengthy and litigious NLRB investigation before collecting their settlement.) Workers who witness management commit ULPs will have to testify to the NLRB in order for the claims to get investigated, and people should be informed that management will eventually find out who made statements.

Tax Returns and the IRS: If you haven't been filing tax returns, you're going to have a difficult time proving how much income you've lost if you get illegally fired or locked out. This sucks because many strippers under-report their earnings or don't file at all. Tax evaders should be especially meticulous about holding on to stage fee receipts or any other papers that can help document their earnings. Unfortunately, you can only claim you lost as much income as you reported on your last tax return. Don't lie, either: the NLRB is friends with the IRS. They'll check your figures.

POTENTIAL ULPs TO WATCH FOR

You can simply xerox the following list as is and post or distribute at work, or tailor it to fit your situation — mainly the examples in #13. However, don't post this list unless you notice widespread fear and confusion among the workers. Early on in your campaign, your managers will probably unwittingly commit several ULPs because their lawyers haven't prepped them yet. Unless their blather is indeed intimidating people, don't bother enlightening ignorant employers about the law right away. Let them rack up ULP charges, it never hurts to have a few in your arsenal to use as bargaining chips later.



This flyer announces an illegal change in working conditions imposed by Showboat management after dancers there started organizing.

KNOW YOUR RIGHTS! IT MAY BE AN **UNFAIR LABOR PRACTICE** FOR YOUR EMPLOYER TO DO THE FOLLOWING...

1. It is ILLEGAL for your employer to promise employees a pay increase, promotion, new benefits or special favors if they oppose or vote against the union.
2. It is ILLEGAL for your boss to threaten — or actually follow through with — layoffs, closure of the club, paycuts or reduction of benefits or privileges to discourage you from voting for the union.
3. It is ILLEGAL for your employers to threaten to or actually fire, suspend, discipline, fine, cut shifts, intimidate (physically, verbally, sexually), or otherwise harass anyone for union activity — even if they claim it's for a different reason.
4. It is ILLEGAL for your boss to ask or encourage a third party, such as his friends, relatives or customers or other employees to make such threats.
5. It is ILLEGAL for your employer to spy on union meetings, attend union meetings, observe which employees go to union meetings, ask who attends union meetings, ask what was discussed, or discourage any worker from attending. It is also ILLEGAL for your boss to suggest he is watching and keeping track of who is involved in union activity.
6. It is ILLEGAL for your employer to discriminate in any way against workers involved in union activity. For example, it is illegal to enforce certain rules for union activists only, but let other workers slide; to put union activists on undesirable shifts, or to keep activists separated from each other.
7. It is ILLEGAL for your boss to ask how you're going to vote in a union election, whether you've signed a union card, what your opinions about the union or union activists are, or whether you've ever belonged to a union before.
8. It is ILLEGAL for your employers to say they will not deal with the union, or that they have no intention of negotiating a contract. By law, your boss must recognize the union and negotiate a contract if the union wins an election.
9. It is ILLEGAL for your boss to ask or encourage workers to persuade others from voting for the union.
10. It is ILLEGAL for your boss to interfere in any way with any union activity conducted during breaks, or in the dressing room before or after your shifts. "Union activity" includes distributing leaflets or other information, stickers, buttons, etc., talking about the union, posting union information on bulletin boards.
11. It is ILLEGAL for your boss to discriminate against union speech, whether spoken or written. For example, if dancers are allowed to wear garters of their choice, it would be illegal to prohibit anyone from wearing a garter with a union slogan or logo printed on it. If dancers are allowed or encouraged to chat with customers about other topics, it would be illegal for an employer to prohibit dancers from discussing the union with customers. If you are permitted to post non-union information on company bulletin boards (apartment for rent notices, lingerie or gym advertisements, notices seeking childcare, etc.), then it would be illegal for your employer to prohibit you from posting or distributing union notices.
12. It is ILLEGAL for your employer to hire an unusually high number of new dancers in an effort to weaken union support. This practice is known as "unit packing" or "sandbagging" the bargaining unit.
13. It is ILLEGAL for your employer to change any rules or working conditions, start enforcing old rules that were rarely enforced, or delete any rules that were beneficial to you during a union organizing campaign. For example, it would be illegal for your employer to reduce or eliminate phone privileges, increase or impose new penalties for being late/leaving early/calling in sick, increase or impose new "house fees," "stage fees," or "tip out," increase the quota of lap/table dances or drinks each dancer is required to sell, prohibit dancers from voluntarily tipping out DJs, waitresses, bouncers, etc., start making such tip-outs mandatory, make some structural change to the stage to make it more difficult to receive tips (i.e. add a barrier between stage and customers, remove tip rail, etc.), change the rules about customer contact or dancer costuming, thereby forcing dancers to do "nastier" dances for the same or less money, or discontinue security measures such as bouncer escorts to dancers' cars.

If you observe your employer doing or saying any of these things, contact your union organizers and they can help you file an UNFAIR LABOR PRACTICE CHARGE with the Labor Board. You can be awarded back-pay and rehired if you were illegally fired or suspended.

EXOTIC DANCERS UNION — SEIU LOCAL 790 — SAN FRANCISCO

“INDEPENDENT CONTRACTORS”

As you're probably aware, exotic dancers across the country have been filing class-action law suits and individual Wage and Hour claims against their employers for illegally classifying them as “independent contractors,” charging “stage fees” or “tip outs,” and denying them the rights and benefits — like wages and workers' compensation insurance — they are legally entitled to as employees. Many courts have ruled that dancers are entitled to back wages and stage fee reimbursements. When you get in touch with union organizers they'll help you file these lawsuits strategically. Just because your boss calls you “independent contractors” or forces you to sign “rental agreements” doesn't mean shit legally, and doesn't mean you can't organize.

WAGE AND HOUR CLAIMS

Your club is in violation of state wage and hour laws if your employer does any of the following:

- Fails to pay dancers minimum wage for each hour worked. In other words, you must walk out with at least minimum wage per hour, even if it was a slow shift and you only made the quota.
- Requires dancers to pay a “stage fee” or “tip out” in order to work. It's illegal to force dancers to tip out workers who *do not* deal directly with customers—e.g. DJs, house moms.
- Requires dancers to pay out-of-pocket when they fail to meet dance or drink sales quotas/commission.
- Requires dancers to be at work without pay, for example, before shifts start, or for mandatory meetings.
- Calls dancers in to work, or puts them on the schedule, but then sends them home without pay after they show up. Most state laws require employers who do this to pay workers at least two hours “report-in pay.” Check with the state labor commission to find out the law in your state.
- Requires dancers to refund “unsatisfied” customers out-of-pocket.
- Fines dancers for missing shifts, being late, or breaking rules. Fining dancers for any reason is against the law.

If your club is guilty of any of these practices, ask everyone who signs a union card to fill out a Wage and Hour Claim Form. Dancers who fill out these forms will eventually get any back pay or stage fee/fine reimbursements the club owes them. You can get these from the state Labor Commission, Department of Industrial Relations, Wage and Hour Division (listed in the “state” government section in the front of the phone book). If you work in California, you can just xerox the form on pages 23 and 24. You can use these forms as bargaining chips, but even if you assume you'll probably withdraw them later, those who sign should be prepared to go through with an investigatory hearing. Although your boss will never see who signed a union card, he will find out who filed a Wage and Hour claim. If dancers are nervous about the prospect of a hearing, reassure them that someone on the Organizing Committee will go with them. It's illegal to fire workers for filing Wage and Hour Claims, but there are no guarantees your boss won't break the law. Remember the more people who file, the harder it will be for your boss to start picking off the “trouble makers.”

SEXUAL HARASSMENT CLAIMS

Sexual harassment is any customer, manager or co-worker behavior that creates a "hostile work environment" for female employees. Sexual harassment is against the law—even in the sex industry. The following are examples of sexual harassment in a strip club:

- If a boss or male co-workers requires you to perform sexual services in exchange for employment, you have grounds to file a sexual harassment claim.
- If abusive customers are allowed to stay in the club after they've insulted or assaulted a dancer, you have grounds for a sexual harassment claim. It is NOT part of your job to listen to men call you bitch/slut/whore/ugly or touch you without permission or payment. The company is liable for customers who are permitted to sexually harass the dancers.
- If your boss yells at you or intimidates you while you're naked or in your costume, you have grounds for a sexual harassment claim.
- If a DJ pressures you for dates, and then screws up your music during your set if you refuse his advances, you have grounds for a claim.

You can file sexual harassment claims with the state Department of Fair Employment and Housing (DFEH) or the federal Equal Employment Opportunity Commission (EEOC). DFEH is listed in the "state" government pages in the front of the phone book; EEOC is listed in the "federal" government pages. Once you file with one agency, your claim will be concurrently filed with the other. To file a claim, you'll have to call DFEH or EEOC for an appointment. All EEOC and DFEH claims must be filed within a year of the last incident of harassment or discrimination. It's usually possible to arrange for all the dancers who want to file claims to go to an appointment together with a union staff organizer. Dancers who file claims should understand that these claims are bargaining chips, and they may be asked to withdraw them later in exchange for something from management (a specific contract demand, etc.).

* * * EMPLOYMENT * * *

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # FE93-94 82-0111-21-3
EEOC # N/A

If justified with EEOC, this form may be affected by the Privacy Act of 1974, and covered by CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING AND EEOC.

COMPLAINANT'S NAME (Print or Type) IRMA J. BAKER, JOHANNA MAGILL TELEPHONE NUMBER (Include Area Code) (415) 399-1111
ADDRESS 1017 Market St. CITY San Francisco, CA COUNTY San Francisco ZIP 94103
NAME OF THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME Mike (LNU) (as an individual) TELEPHONE NUMBER (Include Area Code) (415) 961-2727
NAME Mike (LNU) (as an individual) ADDRESS 1017 Market St. CITY San Francisco, CA COUNTY San Francisco ZIP 94103
CAUSE OF DISCRIMINATION (Check or check appropriate box(es))
☒ RACE ☒ SEX ☐ DISABILITY ☐ RELIGION ☐ NATIONAL DISCRIMINATION
☐ AGE ☐ MARITAL STATUS ☐ OTHER (Specify) _____
DATE OF DISCRIMINATION July 80, 1993 RESPONSE 73
THE PARTICULARS ARE:
I. During the course of my employment as a Dancer, I was sexually harassed by Manager Mike (LNU). The last incident occurred in July, 1993. I also did not receive any wages since August, 1990.
II. No reason was given by Mr. Habib Carouba or James Carouba, owners for the non-payment of wages.
III. I believe that I was sexually harassed which is discrimination on the basis of sex, (female) and also believe that I was not paid any wages due to my sex, (female). My belief is based on the following:
A. During the course of my employment with the last incident occurring in July, 1993, I was sexually harassed by Manager, Mike (LNU). The harassment was of a verbal and physical nature and occurred several times. The harassment created a hostile working environment.
B. Male dancers at Habib Carouba and James Carouba theaters are paid wages, while females dancers are not.

TYPED AND MAILED ON 7/28/93

I declare under penalty of perjury that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

City San Francisco Date Filed 06/02/93 STATE OF CALIFORNIA

This is a sample EEOC sexual harassment complaint form filed against the Market Street Cinema in SF.

RACE DISCRIMINATION CLAIMS

If your company treats dancers differently according to race, you have grounds to file a race discrimination claim with DFEH or EEOC (see above). For example, if black dancers are always scheduled for undesirable shifts, or during a limited number of shifts, the affected dancers have grounds to file a claim. Filing such claims may pressure your employer to change a discriminatory policy or practice and codify that change in a union contract. This strategy worked in our case. The Lusty Lady used to have a bizarre and legally dubious shift trading policy that required any dancer who wanted to trade a shift to find another dancer with the same race, breast size and hair color to trade with. The company also used to refuse to schedule more than one black dancer per shift, thus limiting the total number of shifts available to black dancers. We filed race discrimination claims and management stopped categorizing dancers by race and dropped the racial component of the shift trading policy. (Although discrimination on the basis of breast size is arguably legal, discrimination on the basis of race is not.)

STATE OF CALIFORNIA — DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
STATE LABOR COMMISSIONER

INITIAL REPORT OR
CLAIM

PLEASE PRINT ALL INFORMATION

FOR OFFICE USE ONLY						
TAKEN BY		PROCEEDING NUMBER			ACTION	
DATE TAKEN	PROGRAM		SOURCE			IND. CODE
	DO	BOPE	1	2	3	
FIELD INVESTIGATION REFERRAL						
REFERRING OFFICE					DATE	

YOUR NAME		SOCIAL SECURITY NO.		NO. TAX EXEMPTIONS	
YOUR ADDRESS — NUMBER AND STREET, APARTMENT OR SPACE NO., CITY, ZIP CODE				HOME PHONE NO. ()	
KIND OF WORK DONE (OCCUPATION)		DATE OF HIRE		CALIFORNIA DRIVER'S LICENSE NO.	
WORK DONE AT — NUMBER AND STREET, CITY, COUNTY, ZIP CODE				DATE OF BIRTH	
PUBLIC WORKS PROJECT?				WAS YOUR JOB UNION?	
<input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO	

AGAINST

NAME OF BUSINESS		EMPLOYER'S NAME		<input type="checkbox"/> BANKRUPTCY <input type="checkbox"/> BUSINESS SOLD <input type="checkbox"/> INSOLVENCY	
ADDRESS OF BUSINESS (INCLUDE ZIP CODE)				TELEPHONE NUMBER ()	
NAME OF PERSON IN CHARGE		TYPE OF BUSINESS		ESTIMATED NO. OF EMPLOYEES:	
				MINORS EMPLOYED? <input type="checkbox"/> YES <input type="checkbox"/> NO	

WAGES — CONDITIONS OF EMPLOYMENT

RATE OF PAY — PER HOUR, DAY, WEEK OR MONTH (SPECIFY) \$		PAID BY PIECE RATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID YOU WORK SPLIT SHIFTS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
TOTAL HOURS WORKED PER DAY: PER WEEK:		PAID OVERTIME? <input type="checkbox"/> YES <input type="checkbox"/> NO		4 DAY / 16 HOUR WORKWEEK? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, WRITTEN AGREEMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF QUIT, DID YOU GIVE 72 HOURS NOTICE? <input type="checkbox"/> YES <input type="checkbox"/> NO		WERE YOU PAID AT TIME OF DISCHARGE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ARE YOU STILL WORKING FOR THIS EMPLOYER? <input type="checkbox"/> YES <input type="checkbox"/> NO		QUIT ON WHAT DATE? <input type="checkbox"/> DISCHARGED		RECORD OF HOURS WORKED KEPT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
HAVE YOU ASKED FOR YOUR WAGES? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, ON WHAT DATE?		CHARGED FOR SHORTAGES? <input type="checkbox"/> YES <input type="checkbox"/> NO	
HOW WERE YOU PAID? <input type="checkbox"/> BY CHECK <input type="checkbox"/> IN CASH		GIVEN A DEDUCTION STATEMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		UNIFORM / TOOLS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MEAL PERIOD: <input type="checkbox"/> ON DUTY <input type="checkbox"/> OFF DUTY		MEALS FURNISHED? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, FURNISHED BY EMPLOYER? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MEALS FURNISHED: <input type="checkbox"/> BREAKFAST <input type="checkbox"/> LUNCH <input type="checkbox"/> DINNER		RENTAL VALUE OF APT. TO PUBLIC \$		CASH ADVANCES (IF ANY) \$	

GROSS WAGES CLAIMED (Do Not Deduct Payroll Taxes)

FROM (DATE) 19		TO (DATE) 19		NUMBER OF HOURS, DAYS, WEEKS OR MONTHS CLAIMED (SPECIFY)	
AT THE RATE OF — PER HOUR, DAY, WEEK OR MONTH (SPECIFY) \$				SUB-TOTAL → \$	
BRIEF EXPLANATION OF ISSUES (Use Additional Sheet If Necessary)				MINUS TOTAL OF CASH OR CREDITS RECEIVED → \$	
				AMOUNT DUE OR BALANCE CLAIMED → \$	

I HEREBY CERTIFY that this is a true statement to the best of my knowledge and belief.

MY NAME MAY BE USED IN ANY INVESTIGATION. ☐ YES ☐ NO

(Signed) Date

Address



[illegible][illegible]

OCCUPATIONAL SAFETY AND HEALTH (OSHA) COMPLAINTS

If your club has any health or safety violations, you can use Occupational Safety and Health Administration (OSHA) complaints to pressure club owners into meeting your demands. You can also report health and safety violations to the county Department of Public Health. The OSHA phone number is listed under Department of Industrial Relations in the "state" section of the government pages in the front of the phone book. The Department of Public Health is listed in the "county" section. Possible OSHA violations in a strip club might include:

- Faulty wiring or lighting in old dressing rooms
- Failure to provide a dressing room
- Roach, mice or rat infestation
- Dirty carpets or performance surfaces that give dancers rashes
- Nails or splinters in the stage
- Loose stage stairs
- Bodily fluids in/on booths, couches, floors, walls, poles
- Fewer than one toilet and sink for each 15 workers; 2 for each 16 to 36 workers; 3 for each 37 to 55
- Exposing workers to paint fumes, sawdust, construction debris, pepper spray or other toxic chemicals
- Extreme temperatures, either too hot or too cold
- Failure to post that big OSHA poster that says who to contact in an emergency.

CRIMINAL COMPLAINTS, POLICE REPORTS & POLICE COMMISSIONS

It's probably not a good idea to file police complaints against owners who condone or encourage prostitution because the cops may end up arresting the dancers. However, non-vice-related crimes are a different matter. You do not have to put your name on a police report if you fear retaliation. (However, if you do insist on anonymity, your allegations may carry less weight.) Dancers who are physically assaulted by managers or customers should file police complaints, and press criminal charges. Dancers who are physically not allowed to leave the building without paying "stage fees" or "tip out" should call the police. This is kidnapping, and it's illegal. If any workers are physically threatened because of their union activity, file a police report, and seek a restraining order if the behavior persists. If you aren't getting anywhere with the police, most big cities have a Police Commission, whose job is to make sure the cops are doing their job. Depending on local politics, this body can be an ally, an adversary, or totally inconsequential. If there are any pro-labor types on the Police Commission, contact them for help. Stay away from the right-wing, Christian types who'd like to see the sex clubs shut down. Check with local workers' organizations to find out who potential allies and enemies on the Police Commission are.

Chapter 6

Community Support & Public Pressure

It's difficult to win a union election with little or no outside support. When influential community groups, outspoken and respected local figures, and the customers you dance for say they're behind you, that support can help pressure your employer to agree to a union demand.

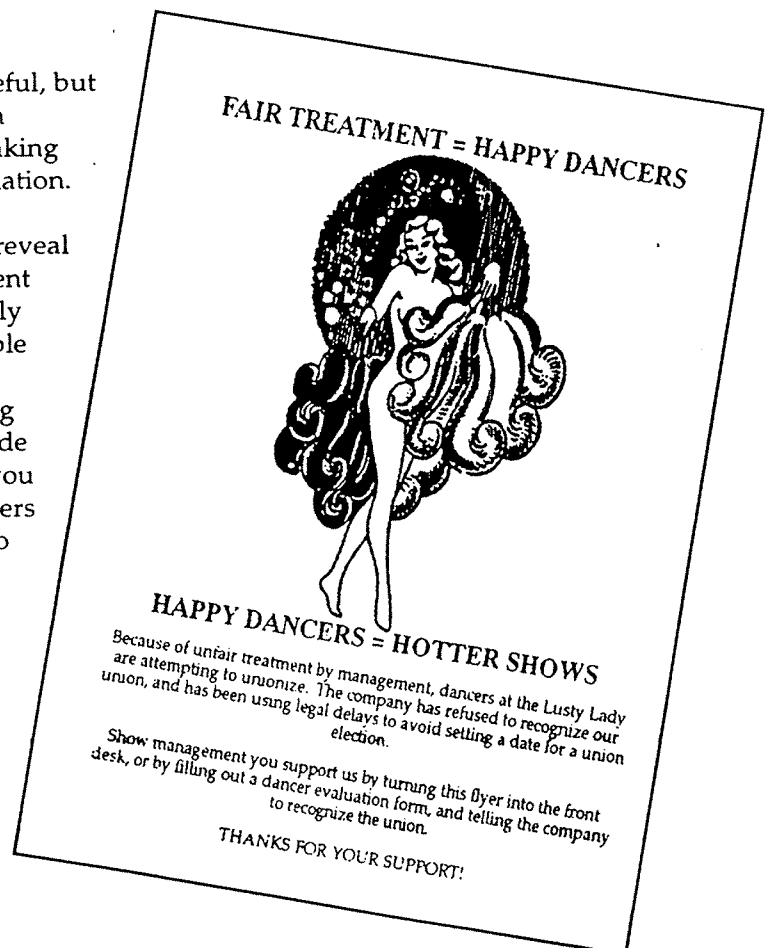
CITY COMMISSIONS & COMMUNITY GROUPS

If you live in a big city, your municipal government might have commissions like the Human Rights Commission, and the Commission on the Status of Women, and task forces set up by the Mayor's office or the Board of Supervisors to investigate local issues. Find out if your city has any community non-profit groups that advocate for workers' and women's rights. Ask these commissions and organizations to support your efforts to organize by making public statements and writing letters to club owners encouraging them to recognize your union. In San Francisco, the Gay and Lesbian Community has a lot of political clout, and gay and lesbian political groups were willing to support us.

CUSTOMERS

Customers may become strategically useful, but should never be allowed to attend union meetings, to be part of your decision-making process, or trusted with sensitive information. If they are spying on management and reporting back to you, be careful not to reveal any information to them that management could use against you. Don't immediately rule out the possibility that they're double agents. Be careful with the obsessive, controlling wanna-be "knights in shining armor" in particular. You'll have to decide whether or not the help they're giving you is outweighed by their hassle. If customers want to get involved, encourage them to write or talk to management about how they support the union and think it's good for business.

Although you may encounter genuine customer support, altruism is generally not one of their strongest qualities. Because many customers actually believe that we pay



attention to them because we "like" them, rather than because they are paying us to, it can be a challenge for them to see us as actual workers rather than the objects of their delusional masturbatory fantasies. Don't waste time trying to enlighten them; appeal to their self-interest instead. If you leaflet the customers for example, your flyers should emphasize how a union would benefit *them*.

THE MEDIA

The media can be a double-edged sword. Sex sells, so you won't have any trouble attracting media attention, but it's not so easy to control that attention and use it to your advantage. Most of the mistakes we made during our campaign were due to our inexperience in dealing with the media. The purpose of publicizing your struggle in the media is to attract community support, inspire other strippers to organize their clubs, pressure your boss to agree to union demands, and sometimes to legitimize the battle to workers who are reluctant to support the union; unfortunately some workers won't take the campaign seriously until they read about it in the papers. You'll probably get swamped with media inquiries; keep your objectives in mind while deciding which calls to field and which to ignore, and consider the tips below.

- **Stay away from TV news crews and TV talk shows.**

Their interest is generally salacious, sensationalist and ratings-driven. Stick with newspaper and radio journalists; they tend to be more interested in accurately reporting the story, and respectful of boundaries. If you do any public demonstrations, or picket in front of your club, be sure to warn dancers to bring disguises (wigs, scarves, sunglasses) if they want their identities protected because TV cameras will probably show up, even if you don't invite them.

- **Give a sound bite and no more.** The more you say, the less control you'll have over how your words get edited, and reporters may focus on a minor detail you mentioned off-handedly, instead of what you wanted to emphasize. Before any media event, choose one or two organizers to be "media contacts," and decide in advance which two or three points you want to stress in your interviews. If you only say one or two sentences, they'll have no choice but to use those sentences. If they pressure you to say more, just restate what you've already said.

TIRED OF THE HUSTLE? WISH YOUR DANCER WASN'T SO RUSHED?

DID YOU KNOW...

Each dancer is required to sell 5 "ladies' drinks" per shift, or she has to pay for them herself.

She also has to pay club-owners \$50 more per shift just for the right to work.

Wouldn't you have a better time here if there wasn't so much pressure to meet these quotas?

With a UNION CONTRACT we could limit or end the quotas, make sure we're treated fairly, and make it easier for you to relax!

SUPPORT THE SHOWBOAT DANCERS' EFFORTS TO UNIONIZE!

SHOWBOAT ORGANIZING COMMITTEE
H.E.R.E., LOCAL 878

WHY WERE "MANY MOONS" AND "KITTEN" FIRED?

Two Star Garden dancers were recently fired, and given no explanation. Both had been circulating union cards. Firing workers for union organizing is against the law. The fired dancers have filed complaints against the company with the Labor Board.

Dancers who were fired for union activism in San Francisco, Philadelphia, Anchorage and San Diego got their jobs back because their terminations were ILLEGAL.

A UNION CONTRACT would outlaw this sort of arbitrary discipline, and make sure your favorite dancer doesn't get fired just because management doesn't like her!

SUPPORT THE STAR GARDEN DANCERS' FIGHT FOR FAIR TREATMENT ON THE JOB!

STAR GARDEN ORGANIZING COMMITTEE/AGVA

This one was written, but never used, during a brief and unsuccessful attempt to organize the Star Garden in north Hollywood.

- **A lot of reporters may have a hard time taking you seriously as a worker with legitimate grievances.** They may get preoccupied with the "novelty" of the struggle, or suggest you "deserve" the abuses you suffer because you make a "dishonest" living. Although media coverage for us and for dancers in Anchorage was more or less favorable (though details were often inaccurate), we learned to expect these assumptions. Think about how you'll respond to them before you're put on the spot.
- **The media will probably pressure you to give your real names.** Reporters might even bluff that they won't run the story if you don't. (And it *will* be a bluff—this story is "hot," and they need you more than you need them.) You don't have to give your real names, or even your "real" stage names. They may make an issue of it, and ask if the "shameful" nature of your work is the reason you're protecting your identity. If you don't want to give your name, tell them you fear management retaliation or getting blacklisted from other clubs—not public "shame"—if you reveal who you are.
- **Don't focus on money in the media.** The stereotypes are that strippers are money-hungry gold-diggers who can't make an "honest" dollar, and that union workers are lazy and overpaid. If dancers at your club generally make a couple hundred bucks a shift, don't mention numbers like this to reporters. Instead focus on high quotas and stage fees, health and safety issues and lack of job security. If they press you for figures, say something like "it can vary, some nights it's hard to even make the stage fee."
- Give out a **voicemail** number for the media to call, and check it frequently. This way, you won't have to give out home numbers, and the media won't have to go through union reps or organizing staff to get comments directly from the dancers involved.
- Hold **press conferences** at the union office so reporters won't harass dancers at the club who are unwilling to give interviews. Announce press conferences by faxing **press releases** to newspapers and radio stations; even if journalists don't show up for the press conference, they may run short stories based on the information in the release, and may call the voicemail number for a quote from one of the organizers.

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO LOCAL 790

Representing over 10,000 public and private sector employees in Northern California

PAUL VABACALLI
Executive Director
100 Oak Street
Oakland, CA 94612-4046
Phone (510) 465-0120
Fax (510) 461-0928
1390 Market Street, Suite 1118
San Francisco, CA 94102-3822
Phone (415) 575-1748
Fax (415) 431-4341

"Bad Girls" Negotiate Good Contract Strippers win only existing union contract

What: Press conference by Exotic Dancers Union
When: 3:00 PM Wednesday, April 9, 1997
Where: SEIU 790 1390 Market, suite 1118
Contact: EDU, 510 465-0122, ext. 461

The recently unionized dancers, cashiers and janitors of the Lusty Lady, an adult entertainment theater, voted to accept the contract they negotiated over the last five months.

This contract is the only one covering strippers in existence in the USA. Not only momentous for the sex industry, it also secures rights absent in most union contracts. For instance, in an industry which doesn't guarantee work, the EDU contract has guarantees for work shifts and a grievance procedure, protection against arbitrary discipline and termination (no longer will dancers have their wages halved for missing a staff meeting, or their raise delayed for being one minute late), automatic dollar per hour wage increases, and a sick day. Cashiers and Janitors won increased wages and improved health benefits.

Dancers at the Lusty Lady began organizing one year ago, concerned with the routine and clandestine videotaping of dancers by customers through the peep show's one-way mirrors. Management dismissed worker's concerns, saying "if you don't like it, get another job," and hired the infamous and costly union-busting law firm Littler Mendelson. The workers were not impressed by Littler Mendelson's tactics and overwhelmingly voted in the union in August. For the first three months of negotiation, management and their Littler Mendelson representation seemed reluctant, spending much of their time insulting the dancers with contentions such as a young woman becomes "less of an attraction" after dancing for a year and a half; they argued for the right to fire dancers after that period for no other reason. This confirmed dancers' suspicions that management wanted to continue their practice of fazing out dancers who reach top wage in favor of underpaid new-hires.

After workers showed their displeasure with the pace of negotiations with a unified action, management used a typical Littler Mendelson tactic and fired one dancer ("Summer"—a single mother) in an effort to scare the rest of the workers. Their plans backfired. The next morning, and over the next three days, the majority of the workers dropped everything to protest in front of the theater. Management locked out the dancers, causing a loss of wages for 2 and a half days, but the workers stayed unified and continued to protest and organize. Management relented, re-hired Summer, and negotiations started in earnest.

In an industry infamous for exploiting workers, the Exotic Dancers Union is leading the way, showing that unified workers can create good working conditions, even in the sex industry.

OFFICERS
MARSHALL WALKER II President
JAMES BRYANT Vice-President
JOHN MAHER Vice-Secretary
EAREN L. BISHOP Treasurer
NANCY BRYANT Secretary
ROLAND T. ANGLIN Editor
VERNON DUNCAN Editor
DOROTHY L. MAYMES Editor
ED ENCHALEY Editor
STEVE BRIDON Editor
MYNETTE THEARD Editor

A-2
SF Examiner
DICK MEISTER

Strippers have rights, too

YOU'D BE hard pressed to find a more exploited group of American workers.

They're hired, fired and promoted strictly at the whim of their employers. They're guaranteed nothing — not even how many hours of work they'll get. They have no voice in determining their pay and working conditions, no sick leave, no health insurance — no fringe benefits of any kind.

There is not the most savory or respectable of occupations, but they do provide a legitimate service that some members of the public find valuable and that brings profit — often great profit — to those who employ them. They are, to put it plainly, strippers — the thousands of women who dance in the nude for the entertainment of men in clubs all over the United States.

The dancers need the protection of a union badly. And women at The City's leading strip club are waging a unionization drive that could spread throughout the country.

"The industry is ripe for organizing," says Sandra Steinbauer, a representative of the Service Employees International Union, which has signed up a majority of the 60 women working at the Lusty Lady Theatre on Kearny Street. "There's a growing recognition among sex workers that they deserve the same protections and benefits as other working people. There's a new spirit taking hold."

Steinbauer says the union initially had doubts about representing the women, but, "We just couldn't refuse them — they were too determined to organize."

The strippers' determination is understandable. By all accounts,

Examiner contributor Dick Meister, a free-lance columnist in San Francisco, has covered labor and political issues for three decades.

dancers at the Lusty Lady are treated better than those at most other clubs. But they, too, have no say in their pay and working conditions, no benefits and don't get much more than \$225 for a week of bumping and grinding in front of men sitting in enclosed "peep booths" that encircle a dance stage.

The unionization drive got under way after Lusty Lady dancers discovered that customers were videotaping them through the one-way glass that fronted the "peep booths."

"Polly," a leader in the organizing drive who didn't want her real name used, told The Examiner's Eric Brazil that "they were making these films without our knowledge. They were involving us in marketable pornography without pay."

The strippers were particularly concerned that the films were being shown on the Internet for viewing by millions of

computer users, including friends and relatives they might not want to see them.

They demanded that the one-way glass be removed from the "peep booths." It was — but only after the Lusty Lady dancers began talking union. By then it was too late, noted club dancer "Velvet":

"We'd spent a lot of time educating ourselves on labor law and history, and we all agreed we had a right to organize."

The strippers are seeking, through the Service Employees local they have joined, much more than just removal of one-way glass. They want higher pay, job security, guaranteed hours, elimination of favoritism in promotions, sick leave, employer-paid health insurance and other rights and benefits.

Their occupation is looked down upon in polite society, but that's no reason they should endure abuse and abysmal working conditions. They deserve no less than they are seeking, no less than others who work for a living.



DICK MEISTER

Strippers Union, Local 790

SF Examiner
San Francisco
P-C-16

RATIFICATION of a union contract for Lusty Lady's strippers gives new meaning, as they say, to one of organized labor's favorite songs: "There once was a union maid, who never was afraid..."

On National Public Radio, a news announcer speculated about where the entertainers could pin the hard-won buttons of Local 790, Service Employees International Union.

All they could do was grin and bare it as puns and snickers last week diverted attention from the unprecedented coupling of two historic San Francisco movements — labor and, er, the pelvis.

The Lusty Lady is situated on Kearny Street near Pacific Avenue in a neighborhood dominated by upscale restaurants, interior decorators and architects. Before 1917 it was the Barbary Coast, an interna-

tionally famed milieu of dives, dance halls and brothels. But in comparison with the notorious "pretty waiter girls" like the Galloping Cow, Lady Jane Grey and Little Lost Chicken of the 1880s, it applies the principles of safe sex to burlesque: A pane of glass separates patrons — who pay to peep from booths — from the naked women who cavort with simulated sexual arousal.

Kaiser nurses, city employees and Watsonville strawberry workers, among other unions, are engaged in contract struggles that get too little attention in a city whose credentials as a labor town go back more than a century. But there's something amazing about a labor union for strippers.

It's one of the most improbable footnotes to Frisco's reputation since the late Sally Stanford closed her Nob Hill bagnio, retired as a madam, entered Sausalito politics and, in time, was named mayor.

A-2 Saturday, August 31, 1996

SF Examiner

SAN FRANCISCO

Nude dancers unionize at North Beach theater

By Katherine Seligman
OF THE EXAMINER STAFF

Casting their lot with the workers of the world on this Labor Day weekend, employees of the Lusty Lady Theater in San Francisco's North Beach have become the only nude dancers in the nation to unionize.

In balloting Thursday and Friday, the dancers voted 57-15 to sign up with the Service Employees International Union, Local 790.

The employees at the club at 1033 Kearny St., which offers customers a view of gyrating nude women for 25 cents a peep, have already drawn up a list of demands regarding job security, guaranteed hours, elimination of favoritism, sick leave and health insurance.

Sandra Steinbauer, an SEIU organizer, called the vote a victory for all women who worked in the sex industry.

"This means the world to them," she said. "It's important

not just to workers here, but to workers the world over."

About a dozen dancers and their supporters celebrated outside the club early Saturday as mystified patrons looked on.

June Cade, general manager of the Lusty Lady, has said unionizing would be bad for management and workers and insisted, "This is a good place to work." She declined to comment after the vote was tallied.

The impetus for joining with a union came when some dancers learned they were being videotaped by customers through one-way mirrors. Management has since eliminated the mirrors, but workers have said other issues need to be resolved through collective bargaining.

The women are paid \$11 to \$24 an hour to dance in a trapezoidal-shaped room surrounded by 13 mirrors. Some said the club had a "nice girl" image and was a cut above similar establishments.

Exotic dancers vote to unionize

Nude performers at the Lusty Lady Theater in North Beach have joined the Service Employees International Union. The workers, who voted Thursday and Friday to unionize, have already drawn up a list of demands. (A-2)

North Beach Strippers Unite

Dancers could be first in the country to unionize

By Glen Martin
Chronicle Staff Writer

8/14/92



Jane, Sybil and Velvet, who prefer not to be identified, say they are fighting for job security, other basic benefits

The Lusty Lady may seem a strange place to find the fractious spirit of Joe Hill.

But the ghost of the legendary labor leader is haunting the peek booths of this North Beach strip club. You can almost hear the stirring strains of "Solidarity Forever" between the beats of the bump-and-grind music.

The strippers have had it with lousy working conditions and unfair pay, they say — and they're going to do something about it.

A majority of the club's 60 exotic dancers have signed petitions with the Service Employees International Union, Local 790. On August 29 and 30, the dancers will vote on union representation in a National Labor Relations Board election.

If enough dancers vote yes, the Lusty Lady will become the first unionized strip club in the country. And more San Francisco sex clubs will follow, the stripper-labor activists pledge.

"The sex industry is ripe for organizing," said Sandra Steinbauer, a representative of the union.

"There's growing recognition among sex workers that they deserve the same protections and benefits as other working people," said Steinbauer. "There's a new spirit taking hold in this city."

Steinbauer said the union had some initial doubts about representing the dancers.

"They approached us on the recommendation of the Exotic Dancers Alliance (an advocacy group for sex workers)," she said. "We gave them a set of criteria to meet, and they met every one. After that, we couldn't refuse them — they were just too determined to organize."

If a majority of the dancers vote for the union, Local 790 will begin contract negotiations with the Lusty Lady's management. Targeted issues include job security, guaranteed shifts, working conditions, sick leave, health insurance and the elimination of

favoritism in promotions.

"The Lusty Lady is one of the best strip joints in town — but that isn't saying much," said a dancer who calls herself Jane. "On the plus side, we work on a stage separated from the customers. But we're not guaranteed hours, raises are based strictly on management's whims, and we work below market value. We're just fighting for the basic protections most working people take for granted."

Velvet, another dancer, said the Lusty Lady's troupe decided to organize after images of some of the dancers showed up on the Internet.

"People in the one-ways (booths that feature one-way glass) were taking videos of us without us knowing it," said Velvet. "Those images were going out without our consent. We weren't receiving compensation, and many of us didn't want our friends and relatives viewing them."

Velvet said the dancers asked for the removal of the one-way booths, but management temporized until the strippers approached the union.

"Then they took them out — but by then it was too late," said

STRIPPERS: Page A18 Col. 3

"There's growing recognition among sex workers that they deserve the same protections and benefits as other working people"
— UNION REPRESENTATIVE SANDRA STEINBAUER

STRIPPERS: Bid to Unionize

From Page A15

Velvet. "We had spent a lot of time educating ourselves on labor law and history, and we all agreed we had a right to organize."

Jane Cade, the Lusty Lady's general manager, said she is perplexed by her dancers' militancy.

"We had some communications problems, but I didn't realize how upset they were," said Cade. "I feel hurt, because I've probably done more for (female exotic dancers) than anyone on the West Coast. I had a meeting about it, with the dancers, and I ended up in tears."

Cade recognized the larger agenda behind the organizing. "I think they plan to go to all the oth-

er clubs," she said. "This is probably just the beginning."

Dancer Jane said the fight over unionizing at the Lusty Lady is likely to intensify, citing management's decision to retain a large San Francisco law firm. "They're also targeting union organizers," she said. "Some of us have arbitrarily received final dismissal warnings, so we've filed a suit under the Unfair Labor Practices Act with the National Labor Relations Board."

Jane said the sex trade's culture accepts that dancers endure varying degrees of abuse and poor working conditions. "Maybe organizing will finally change that," she said.

San Francisco Chronicle

THE VOICE OF THE WEST

8.14.92

EDITORIALS

Unionizing Lusty Ladies

UNHAPPY WITH their paychecks and working conditions, most of the 60 exotic dancers at San Francisco's Lusty Lady strip club have signed up to join the Service Employees International Union, Local 790.

If a majority of the ecadysts vote to go union in an August 29-30 National Labor Relations Board election, the North Beach club will become the first unionized strip joint in America, and more strip and sex clubs are sure to follow, according to union organizers.

"The industry is ripe for organizing,"

says union rep Sandra Steinbauer, who says the Lusty Lady dancers and sex industry workers in general need the protections and benefits of a union.

The dancers perform their erotic choreography on a stage separated from their mostly male fans, who enjoy the show from enclosed "peep booths" with glass windows.

"The Lusty Lady is one of the best strip joints in town, but that isn't saying much," says one dancer. "We're just fighting for the basic protections most working people take for granted."

Fair play for strippers; put it to a vote.

Lucky Ladies, Local 790

SF Chronicle
Sat 9/12/92 p. A-20

COMPARISONS with coal mining and truck driving may not be apt, but life on stage at the Lusty Lady strip joint in North Beach has its hardships. So more than a year after a union drive began, some of San Francisco's leading attractions have won a one-year contract with management.

On the table were lunch bucket issues: a pay scale ranging from \$12 to \$25 per hour, job security and holidays off. One industrial feature of the new contract obliged management to remove one-way mirrors, a feature that allowed customers to take photos and videos for home use.

At a time when union protections and rank-and-file numbers are receding nationally, it is refreshing to see a labor revival. Poor working conditions exist wherever you find them. A peep show in tourist dead-fall should treat its workers fairly, if not its customers.

The new members of Service Employees International Union, Local 790, have achieved a breakthrough. They have called attention to a line of work that needs vigilant oversight and fair treatment of its employees. Just don't ask to see the union label.

4-20-77

Word for Word / A Strippers' Union Contract *Ny Times*

Dancers of a Tawdry World, United: Organized Labor's Red-Light Beacon

THE strippers of the Lusty Lady peep show in San Francisco — women with stage names like Decadence, Velvet and Amnesia — may not rank up there in the pantheon of organized labor with Joe Hill. But they have achieved a milestone: a union contract believed to be the only one in the nation covering workers in the sex trade.

On April 4, the Lusty Lady's roughly 75 nude dancers as well as its approximately 25 bouncers, cashiers and other workers ratified a one-year agreement with club management providing raises of over 10 percent and greater job security.

Last year the workers voted to join Local 790 of the Service Employees International Union. They were galvanized in part by a dispute over the club's use of one-way glass in some peep booths.

At the Lusty Lady — not a bar, but a 24-hour live and video peep arcade in the city's North Beach district — customers enter booths to peer through windows at "exotic dancers" on a stage. The one-way glass allowed customers to clandestinely make videos or pictures for porn flicks or snail sent out over the Internet. Dancers objected, some no doubt because they were trying to keep their line of work secret from friends and family.

Under the new contract the one-way glass is out and collective bargaining mainstays like holiday and sick pay are in — not to mention a higher pay scale for the "Private Pleasures" booth.

The contract has attracted the interest of nude dancers across the country, says Stephanie Batey, chief negotiator for Local 790. It is sure to hearten some women's rights advocates and anger others. Excerpts follow. **TOM KUNTZ**

AGREEMENT

THIS AGREEMENT is made and entered into by and between MULTIVUE, INC. d/b/a THE LUSTY LADY (hereinafter called the "Employer" or the "Company") and Local 790, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union" or "Local 790").

PREAMBLE

Both parties recognize that it is to their mutual advantage to have efficient and uninterrupted operation of the Employer's business. It is further recognized and agreed that The Lusty Lady has a commitment to its customers to provide quality live adult entertainment, and that employment at The Lusty Lady is on a temporary, part-time basis, for all dancers. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible. It is also the mutual intent of the parties that all Lusty Lady employees, managers and Union Representatives treat each other with dignity, respect, courtesy and trust, and that the provisions of this Agreement further those goals.

Ms. Batey, the union negotiator, said the contract's provision on discrimination takes account of the San Francisco area's diverse labor pool:

The Employer and the Union agree that they shall not discriminate based on race, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, medical condition, physical or mental impairment, Union activity, political affiliation, or any other protected classification, to the extent prohibited by state or Federal law.

Odd as it may seem in a place where customers often leer at dancers and couple them, the contract forbids sexual harassment. Ms. Batey said that because performers are separated from customers by walls and glass, the anti-harass-

ment provision is aimed mainly at bouncers and other employees:

The Employer maintains a strict policy prohibiting harassment of employees or applicants for employment which disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment. . . . The Employer, Union and employees shall abide by said policy. The Employer will make available to employees its Sexual Harassment Policy within the employee's new hire orientation material. . . .

One provision requires management to provide written performance evaluations of dancers. Another sets forth guidelines for dismissals:

Because of the unique nature of the Company's operations, "just cause" includes, by way of example and not by way of limitation, the Employer's opinion regarding employee sexiness while performing, customer interaction and/or customer satisfaction. . . .



Outside the Lusty Lady, a demonstrator displays not the union label but a button reading, "Bad girls like good contracts." (Denny Padilla for The New York Times)

*At a San Francisco club,
the nation's only
organized nude dancers
get greater job security, a
time clock and extra pay
for working the "Private
Pleasures" booth.*

The contract also embraces Federal family-leave legislation and allows personal leaves:

In recognition of the importance of variety, and to foster and encourage variety as far as the Lusty Lady customers are concerned, dancers for up to six months, under the following conditions (1) the Employer approves the leave of absence, based on scheduling considerations; (2) the employee states, in writing, at the time of her request for leave, when she expects to return from the leave; (3) the dancer's appearance has not changed materially since she started her leave (for example, but not limited to, the employee has no additional tattoo or piercing, the employee has no significant weight gain or loss); and (4) the employee returns within one week of her stated return date. . . .

The contract includes a pay scale for dancers ranging from \$12 an hour for new hires to \$21 an hour for those at the club 31 weeks. (The dancers also get tips.) There is extra pay for working the Private Pleasures or "talk" booth, in which, for negotiated amounts, a performer dances and talks dirty to the customer's specifications.

Talk booth pay will be 50% of the gross receipts received by the performers in the talk booth on the first \$50 received per hour and 60% of the receipts over \$50 received per hour. The minimum pay the employee will earn in the talk booth is the new hire rate of pay.

Dancers who are assigned to train a New Hire Dancer for the Private Pleasures booth shall be paid seventy percent (70%) of the gross receipts from the Private Pleasures booth during the New Hire Dancer's first booth shift. Notwithstanding any other language in this Article, the New Hire Dancer shall receive the remaining thirty percent (30%) of the gross receipts from the Private Pleasures booth during the New Hire Dancer's first booth shift.

There is this provision for breaks and lunches:

Support staff [bouncers and others] receive two (2) fifteen-minute paid breaks, and one thirty (30) minute unpaid lunch period. Support staff shall not take a break if needed to escort a dancer or dancers to and/or from the Private Pleasures booth. A janitor before taking a lunch break shall sweep out the live show booths. Janitors may not break between 1:40 and 2:00 A.M.

Dancers will receive a ten (10) minute break every forty to fifty minutes, from the time they leave the stage until they return. Dancers may not take a break or lunch period while another dancer is on rest break or lunch period, during the first thirty (30) minutes of the first show and during the last thirty (30) minutes of the closing show. Dancers' lunches must be taken before 12:00 midnight, Sunday through Thursday, and before 1:00 A.M. Friday and Saturday. . . .

Dancers may take fifteen (15) minutes, at their regular wage rate, to prepare for their shift. Dancers must punch in before preparing for their shift and punch in again before performing. . . .

Ms. Batey said dancers at the Lusty Lady prefer to perform to music they themselves have selected. But programming the Lusty Lady's CD jukebox is a time-consuming task. Another provision covers it.

Any performer who volunteers and is subsequently assigned to program the jukebox shall be paid the New Hire Dancer Rate (\$12.00 per hour) for selecting, purchasing and programming music. The total aggregate hours for all services provided with respect to the jukebox (i.e. total of services of all employees doing such work) cannot exceed an average of ten (10) hours per week. This includes employees who make play lists that are submitted to the Jukebox Committee. No more than four (4) people will be paid jukebox hours in any one pay period. Nothing in this section is intended to abridge the Employer's right to alter or reject the selection made by the staff. . . .

And while management forswears the one-way windows, the contract leaves open the possibility of bringing them back:

The Employer agrees not to reinstate the "One-way" windows, unless and until a majority of dancers present a written, signed petition requesting a secret ballot vote to reinstate the One-Way windows. Such vote will be conducted by an outside neutral third party, and two thirds of the affected employees shall be required to make the change. . . .

Exotic dancers ready to unionize

Lusty Lady women would be pioneers in their profession

By Eric Brazil
OF THE EXAMINER STAFF

Nude dancers at the Lusty Lady Theatre, San Francisco's premier peep show, are poised to write labor history as the first of their craft to unionize.

A majority of the 60 dancers at the North Beach club, a hot spot on The City's sex industry scene since 1982, have signed up with the Service Employees International Union, Local 790.

They'll vote on union representation Aug. 29 and 30 in a National Labor Relations Board election.

"This is going to be precedent-setting in the industry," said Johanna Breyer of San Francisco, a co-founder of the Exotic Dancers Alliance, an advocacy organization affiliated with Local 790.

Seeds of unionization were planted when some dancers at the club at 1033 Kearny St. realized they were being videotaped through one-way mirrors.

"They were making these films against our will and without our knowledge," said "Polly," a leader in the dancers' organizing campaign who did not want to be identified by her real name. "They were involving us in marketable pornography without pay."

Faced with the prospect of a

[See DANCERS, A-5]

◆ DANCERS from A-1

S.F. exotic dancers ready to unionize

unionized work force, management at the 25-cent-a-peep club did away with the one-way mirrors. But the dancers had by then put together an expanded list of demands: job security, guaranteed hours, elimination of favoritism, sick leave, health insurance.

June Cade, general manager of the Lusty Lady, said: "We don't feel that a union would be a good thing here. We have a very flexible arrangement, and unions aren't famous for their flexibility. This is a good place to work. ... I don't think they (the dancers) realize that if there's a collective bargaining agreement, everything is on the table."

Four members of the prospective union's steering committee — interviewed on condition that only their stage names be used — acknowledged that the Lusty Lady was in many ways a top-of-the-line employer in the industry.

It has a "nice girl" image, said

"Jane," who said many of the dancers, including herself, had attended college.

For one thing, male customers can't touch the dancers, who perform — three to five at a time — in a trapezoidal-shaped room surrounded by 13 windows. Customers who drop a quarter in the slot get about 25 seconds to watch a nude woman gyrating at crotch level a few feet away.

Pay ranges from \$11 an hour for beginning dancers to \$24, the hours are flexible, and management is a cut above the industry standard. Dancers are employees, not independent contractors, as in most sex enterprises, and they don't have to pony up "stage fees" to club operators. A dancer who performs three four- to six-hour shifts a week can make about \$230 a week.

The Lusty Lady is such a popular tourist attraction that advertisements on the premises are printed in five languages, and the dancers swear that it's a magnet for Financial District workers.

"It's not so much an entertainment thing as it is like fast food," Jane said. "We perform a real service. If we shut down, you're going to see a lot of tension going on."

Dancers want union election

By HELEN JUNG
Daily News reporter

At work, wearing next to nothing, writhing around a stage and glistening with oil, Tora Brawley doesn't quite fit the image of a traditional labor organizer.

But Brawley, an Anchorage stripper, is proudly adopting the role, down to sporting a button — when she's clothed — that says "Bad Girls like Good Contracts." Brawley, who goes by the stage name "Megan," has been leading the charge since June to unionize dancers, waitresses and other employees of the Showboat Show Club.

The dancers are working with the Hotel & Restaurant Employees Union, Local 878. They have filed a petition with the National Labor Relations Board asking for an election to unionize at the Showboat. Some dancers also

"What we do is legal, and we have just as much right to representation as anyone else."

— Nina Rose, dancer

have filed complaints with the board over claims of unfair labor practices. The labor board is investigating the claims and whether an election is warranted, said John Cunningham, field examiner.

In the meantime, Brawley, fellow dancer Nina Rose and a woman who identified herself only as "Vanity" are unveiling their campaign to the public, cap-

ping it off with plans for a Friday night protest in front of the Showboat.

Their beef is the traditional one in labor relations. They claim management exploits workers and fails to provide adequate working conditions and benefits.

The company's owners rebut the claims and say the dancers are free to work elsewhere if they're unsatisfied with their jobs at the Showboat.

The trio and a security guard have either quit or been fired — the company and the dancers give different descriptions. Some, including Brawley and Vanity, have since gotten work at Sands North Showclub, a small strip club.

Dancers, who generally make most of their money from tips,

Please see Page F-4 UNION

UNION: Local dancers want to organize

Continued from Page F-1

pay club owners a daily rate. For example, dancers at Sands North essentially pay the club \$7 an hour to perform — \$56 for an eight-hour shift.

At the Showboat, dancers pay \$50 a day and must get customers to buy at least \$50 or \$60 in drinks, depending on the day. If the dancers don't sell enough drinks, they must make up the difference.

The dancers don't object to paying to perform, Brawley said. But they said that the burden on dancers has shot up since earlier this year when they paid \$35 a day on weekdays with a requirement to sell \$40 in drinks.

Other demands include health insurance and safer working conditions.

"It can be a very hazardous job," Brawley said, noting that she once suffered a 2-inch splinter from a wood

floor in her knee. Add 5-inch heels and a floor greased by previous dancers, and you have the makings of a potential disaster, she said.

But the Showboat's owners said they have spent thousands of dollars trying to make the clubs in Anchorage and Fairbanks safe and comfortable for dancers and customers alike. In addition, the company agreed it raised the rates it charges dancers but noted that it was the first increase since 1994.

The dancers' payments and nonalcoholic drinks sales are the only way that the club stays in business, said Jim Goard, a co-owner and president of the Showboat.

Goard said he doesn't oppose a union but disputes that anything unfair is happening to the dancers.

The dancers initially had worked with another union but were later "dropped like a

hot rock," Brawley said. So the "girls," as they call themselves, went to the Hotel & Restaurant Employees Union, which understands "what it means to live on tips."

This time, the dancers had found a partner in step with them.

"We're willing to represent anyone who works for a living," said Rose Connor, business representative for the union.

Customers largely have been supportive of their unionization efforts, Vanity said. And as for others, the public shouldn't get distracted from the legitimacy of their claims by the nature of their business, Brawley said.

"This is not a sex issue," she said. "This is a labor issue."

"What we do is legal, and we have just as much right to representation as anyone else," Rose said.

Chapter 7

Direct Action

Though legal pressure and community support may give you some leverage, ultimately direct action like on-the-job protests, pickets and strikes will avenge injustice with far more speed and efficiency than any union lawyer, NLRB official or act of Congress. For the most part, legal protection is bought and sold, so try to rely on your solidarity—not the law—to protect you. Your boss may be able to stall through NLRB hearings, stonewall the DFEH, or turn the customers against you, but he's totally powerless if the "product" he's trying to sell is outside the club carrying signs instead of inside bumping and grinding.

PICKETS

A picket is when the workers and/or supporters walk around in front of your club holding signs and passing out leaflets, either while other workers are on shift inside, or during a strike or lock-out (see below) while nobody is working. The objective of a picket is to draw attention to workplace injustices, demonstrate how unified you are to management, and prevent customers from going in the club, thereby hurting your employer financially. Pickets can be risky because they will also hurt the dancers on shift financially, and may alienate them from the union. A picket will only be effective if it's supported by *most* of the workers. The more people who participate, the harder it will be for your boss to fire the "ring leaders."

BOYCOTT SHOWBOAT

- ✓ They have fired every union activist.
- ✓ They continue to charge the dancers \$110.00 to work every night.
- ✓ They keep increasing the door and drink prices.
- ✓ There are charges being filed against them for tax evasion, wage and hour violations, racial discrimination, and sexual harassment.

Please join our picket line on Friday, Nov. 7, at 10:00 pm.

SPONSORED BY THE ALABAMA EXOTIC DANCERS UNION LOCAL 1

• **What the law says:** Picketing is legal as long as your picket line is moving, and you aren't physically preventing people from crossing it. It's illegal for your employer to fire or **lock out** workers (close the club) for picketing. If this happens, see Chapter 14. Your bosses may stand outside and try to intimidate you or threaten to call the cops, but ultimately, there is legally nothing they can do to stop you. If picketing continues, management may seek a restraining order to limit the number of picketers, but this is a slow-moving legal process, and isn't something that can be implemented right away.

PICKET LINE TACTICS

If you can't picket all the time, picket at peak business times, in staggered shifts, if possible. Make sure your signs and handbills indicate that the picketers are club employees and not '70s-style anti-porn Christians or feminists. The public generally associates the latter group with strip club picket lines. The tactics below were used successfully on picket lines in front of the Lusty Lady in San Francisco



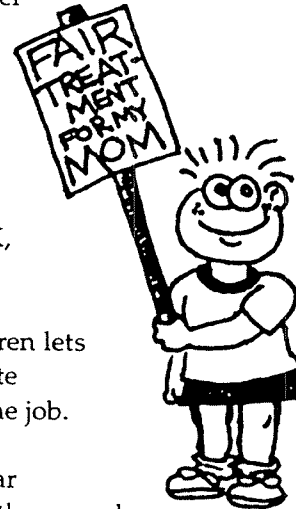
and the Showboat in Anchorage. Only five customers crossed the Lusty Lady picket line, and more than half wouldn't cross the picket line in front of the Showboat. (See "Customers" in Chapter 6.)

- **Videocameras.** The potential customers who aren't deterred by the commotion will probably be deterred by the videocameras you should point at them as they start to cross your picket line. It's totally legal to film anyone in public, outside the club, without their consent. It doesn't matter if the cameras are actually on or not; the prospect of being filmed walking into a strip club is usually deterrent enough for all but the most devoted porn addicts. On the other hand, avoid filming dancers who cross the picket line to report to work. This will probably alienate them from the union.

- **Chants & Signs.** During our picket we carried signs that said "NO JUSTICE, NO PIECE!" "SINGLE MOM FIRED FOR UNION ACTIVISM" and chanted "2,4,6,8 DON'T COME HERE TO MASTURBATE!" and "STRIPPERS' RIGHTS ARE UNDER ATTACK, WHAT DO WE DO? GET DRESSED, FIGHT BACK!"

- **Kids.** Always bring your kids to a picket line. The presence of children lets the public know strippers are not the conniving floozies of inaccurate stereotypes, but hard-working moms who deserve a fair shake on the job.

- **Have Non-workers Picket FOR You.** This is a tricky call. If you fear management retaliation against workers who picket, you can ask other people to picket for you. Call community groups and activists, and other chapters in your union for help supplying people to picket. Although the show of support may inspire the workers, it also may alienate them (especially if it cuts into their income), and make them feel like some "outside" group is really running the show. And it may make management think that the workers themselves don't really support the union. Consider these possibilities before you ask others to picket for you.



JOB ACTIONS

A job action is anything workers do collectively at work to pressure management to agree to a union demand, rehire a fired activist, recognize the union, etc. The goal of a job action is usually to show management the workers are unified, and unified enough to hurt the company financially. Job actions are also a way to determine which workers are willing to back up their union support with action. By staging a low-key job action, and observing who does and doesn't take part, you'll be able to better assess how many people will participate in something riskier like a picket. And so will management, so be pretty confident that a majority will participate in any job actions you stage. Don't distribute flyers that call for action either; management will see the leaflets, and if participation is minimal, they'll assume the union is losing support.

What the law says: As long as you don't technically break any rules, it's illegal to fire workers for engaging in job actions. "Concerted, collective activity" is protected by the NLRA. If you

actively break rules, or withhold "production" such activity may be legally considered a strike or partial strike (see next section).

If anyone gets fired for engaging in a job action: File an unfair labor practice charge, and if you have the support, consider staging a picket to protest the termination. (See Chapter 14.) This is what happened in our case: Almost every dancer who worked on "No Pink" day (see below) took part in the action, and management responded by firing one of the participants. The crackdown backfired. We retaliated by picketing the theater for the next two days and management one-upped us with a lock-out. The company ultimately caved in, rehired the fired dancer, and finally began to see things our way at the bargaining table.

EXAMPLE JOB ACTIONS

- Distribute union t-shirts, buttons and stickers for people to wear at work. You can order this stuff from the Exotic Dancers Union (510-465-0122 X461). If you design your own, make sure they look cool. Although you may think aesthetics are of minimal importance, it's amazing what a bitchin' t-shirt can do for morale. Don't pass out the generic AFL-CIO stuff your union may have in stock—even union supporters won't wear it if it looks lame. We wore garters attached with buttons that said "BAD GIRLS LIKE GOOD CONTRACTS."
- If you get to pick your music, ask every pro-union dancer on shift to do her set to "fight-the-power" type songs. There's also a compilation CD out that features old Wobbly (IWW) songs from union campaigns of bygone days.
- If you have enough people, you can confront the manager as a group, unannounced, in his/her office. If a significant percentage of the workforce participates (you don't need a majority, but try for a quarter or a third of the employees), this can be very intimidating for your boss, and a powerful show of strength. We did this after one of the activists was fired shortly after our election, and the boss backed down on the spot (after an hour-long discussion/argument) and rehired her.
- Circulate a petition signed by everyone who's going to vote yes. Get all the organizers and solid pro-union workers to sign first, then ask fence-sitters. Explain that you won't post it unless and until 70 or 80 percent of the workers sign it. Post and distribute it at work the week of the election.
- At the Lusty Lady we staged a "Pink Out": All dancers on shift withheld the explicit pussy shows our peepshow is renowned for (but that no work rule mandates we supply), and told limp-dicked customers to urge management to cooperate at the bargaining table.

STRIKES, PARTIAL STRIKES AND SLOWDOWNS

Generally, a strike is when workers refuse to go to work, actively withhold their labor, and instead stand outside the club picketing. A slowdown or partial strike is when you continue to go to work, but modify or withhold "production," i.e., stop selling dances, leave your clothes on, etc., and usually

involves some active violation of work rules. Workers must vote on whether or not to strike. And strikes are usually only considered when workers and management cannot come to an agreement on a contract, or to pressure management to recognize the union without an NLRB election, and the associated legal delays (see "recognition campaigns" in Chapter 4). You shouldn't consider striking until you've exhausted every other possible option and unless there is a lot of support. Strikes are particularly risky in this business because there is probably no shortage of replacement workers (a.k.a. **scabs**) out there prettier, younger and more desperate than you are, who don't have any moral qualms about crossing a picket line.

What the law says: It is legal to fire striking workers unless the company has been found guilty of an unfair labor practice by the NLRB. Unfortunately, it's rare for the NLRB to process ULP charges before a strike is planned. Usually, when workers vote to strike, they're pretty confident the NLRB will rule in their favor after investigating pending ULP charges, and that any resultant terminations will be determined unlawful. Keep in mind, however, that your boss can always legally fire any worker for any reason anyway if you aren't protected by a union contract. If your boss has been found guilty of committing ULPs, and still fires striking workers, those workers will probably eventually get their jobs back with back pay months later after the NLRB completes an investigation.

Also realize that the difference between a job action and a partial strike is subject to legal debate. For example, the Lusty Lady's lawyers tried to argue that it was legal to fire one of the "No Pink" participants because what we were doing was actually a "partial strike"—by withholding pussy shows we were "slowing production"—and since the company had not yet been found guilty of any ULPs, the lawyers insisted the termination was legal. The NLRB ultimately decides whether or not a job action is indeed a job action or a partial strike, and also decides whether or not an employer's decision to terminate the participants is legal or not.

**If you were involved in the work slowdown
on Tuesday, January 14th
or were asked to do so. . .
please read this!**

A partial strike is a concerted attempt by employees, while remaining at work, to bring economic pressure to force their employer to accede to their demands. Employees who refuse to work overtime or to perform certain tasks while accepting others are engaging in a partial strike. Such conduct is denied the Act's protection. Another form of partial strike is a slowdown, that is, a concerted slowing down of production by employees. This conduct is not protected, and the employer's right to punish by discipline including discharge has been sustained (1). The intermittent work stoppage is also unprotected.

1) . . . employer is free to discharge participants in deliberate slowdowns and employee walkouts designed to exert bargaining pressure. . . employer not only was free to discharge employees but also was under no obligation to bargain with union while concerted slowdown was occurring during course of negotiations for new contract.

FOR THE RECORD...

The only "tasks" we refused to perform during the "no pink" job action were pussy shows, and both management and the Performer Standards have made it clear to us that pussy shows are not required job duties. The Performer Standards state that we're "not expected to perform on stage or in PP in any manner inappropriate to (our) personal standards," and during the job action, pussy shows were "inappropriate to the personal standards" of the dancers involved.

Management's recent prohibitions against "materially altering our performance" and "altering our dance routines" are "rules" invented by their lawyers AFTER our "no pink" action to justify firing Summer and Kasia. Not only has management never prohibited us from "altering our dance routines" in the past, but they have disciplined dancers for NOT "altering their dance routines" ENOUGH.

**THE LL BARGAINING COMMITTEE--
EXOTIC DANCERS UNION--SEIU LOCAL 790**

CONFUSED? THEN JUST FORGET ABOUT IT AND DON'T GET HUNG UP ON THE LEGAL TECHNICALITIES HERE! THE POINT IS THAT THE LAW WILL ALWAYS BE ON MANAGEMENT'S SIDE.

If the workers are unified enough, and are able to exert enough pressure on the company, what the law or the NLRB says is irrelevant. This was the bottom line in our case. Our picket gave management such a headache that it wasn't worth the additional legal expense and hassle, negative press, and profit loss for them to litigate the dispute through the NLRB, so they agreed to our demand before we had to file ULP charges.

Re: Negotiations
Tuesday, January 21st
and Wednesday January 22nd 1997.

In an overwhelming demonstration of good faith bargaining, management agreed to suspend with "last-chance" agreement rather than terminate two employees. A 10-point resolution proposal (see copy attached) was prepared by employer's counsel and accepted without amendment by union representative Stephanie Batey and the employee bargaining team.

Although management could legally discharge the two employees, we agreed to the proposal in order to allow bargaining to continue and to reach a contract agreement as soon as possible. Issues of discipline or discharge are supposed to be handled exclusively through the grievance and arbitration procedure, which was agreed to by the union before contract negotiations started. The resolution reiterated the promise of the union to use only the grievance procedure to handle individual employees discipline or discharge issues.

The specific names and reasons for termination of employees is a legally protected confidential matter and management can not discuss the particulars with any other person(s) other than the employee(s) and their selected union representative. We will state that the recent bargaining committee flyer claiming "refusal to do pussy shows" is a misrepresentation of the facts.

We encourage you to attend the bargaining sessions.

THE REAL STORY...

Management's notice erroneously states that "discipline and discharge are supposed to be handled EXCLUSIVELY through the grievance procedure," and that the union "promises" to use "only" this procedure to handle discipline and discharge in the future. There are no laws or rules against engaging in job actions IN ADDITION to using the grievance procedure to protest unfair terminations, and we never "promised" not to do job actions again if we need to.

Sure, management could have fired all the workers involved in the action, and they could fire everyone tomorrow if they wanted to. And even though we'd argue that the terminations were illegal, the law isn't exactly on our side. It can't PREVENT employers from firing people, it can only undo the damage after the fact. The Labor Board and the courts and the arbitrators can't keep unfair bosses in line as well as our own collective strength!

Management's lawyers at Littler Mendelson no doubt advised them to fire Summer, and then to lock us out in an effort to divide us. Littler Mendelson specializes in BUSTING unions, NOT in reaching contracts with them. If management really wants to show "an overwhelming demonstration of good faith bargaining," why don't they ditch of this law firm, and find someone less hostile to workers' rights?

**THE LL BARGAINING COMMITTEE--
EXOTIC DANCERS UNION--SEIU LOCAL 790**

after work to get the information they need and to give the organizers any input. You don't have to call these things "meetings" when you advertise them either. Instead say something like "Come by the Dark Horse Cafe after work. The Organizing Committee will be there to answer questions about the election..."

- **Parties.** During our contract campaign we threw a well-attended union "party," with food and beer and bad stripper movies, passed out union flyers, talked about campaign issues and answered questions. Our informal coffee house chats and "parties" were far better attended than any union office meetings.

- **Management Meetings.** If management ever calls a meeting, hold a union meeting directly afterwards. Attendance will be higher since people are already there, eager to vent about something the company probably just announced that pissed them off.

THE EXCELSIOR LIST AND HOME VISITS

The list of eligible voters is known as the "Excelsior Underwear" list, named after the court case that established a union's right to this information. After the pre-election hearings, the NLRB will order the company to turn this list over to the union. Keep this list confidential; management will probably try to scare people by telling them the list is "public." It's not. Union staff may want to use the addresses on this list to visit potential voters *at home*. Although this strategy might work elsewhere, it could be disastrous if applied to your situation. Most strippers are pretty protective of their privacy and usually don't want the whole world to know what they do for a living, so *home visits* from union staff will probably be out of the question. Expect management propaganda that warns workers they may be "bothered" at home by union staff.

WE MAY HAVE A CONTRACT VERY SOON!
We will discuss management's latest contract offer at the following meetings:

WEDNESDAY, MARCH 19, 5PM
@ THE DARK HORSE CAFE
and

MONDAY, MARCH 17, 6:30PM
@ THE DARK HORSE CAFE

Now is the time to
THINK! ACT! SPEAK!
Before we seal the deal!

CRUCIAL DECISIONS WILL BE MADE!
We need EVERYONE'S input!

Can't attend either meeting, but
want your voice heard?

Contact someone on the Bargaining Committee:
Decadence, Tara, Jane, Velvete, Isis, Naomi,
Elise & Scott R.

WHERE DO YOU DRAW THE LINE?



A MESSAGE FROM MANAGEMENT

August 7

THE ELECTION & THE VOTING LIST

The Regional Director of the National Labor Relations Board has directed that an election take place at The Lusty Lady within the next several weeks to determine whether you wish to be represented by the United Public Employees, Local 790.

Now that an election has been directed, we are required by the NLRB to turn over a list of all employees who are eligible to vote. This list will have your full names and addresses, and will be given to the union by the NLRB. We have always respected our employees' right to privacy and would never have turned over this information if we weren't required to do so.

We want you to be aware of this because there have been past instances of Local 790 bothering people at home during election campaigns. While we are hopeful that the union will not do this to you, you can rest assured knowing that The Lusty Lady will not come to your home.

Another fact you should be aware of is that the list of names and addresses may be available to anyone who requests it under the Freedom of Information Act. Your legal names, addresses and connection with The Lusty Lady peepshow will now be a part of the public record.

Finally, we hope that all of you will vote in this election. It is a very important issue that will affect everyone who works here now and in the future. It will be an on-site, secret ballot election and will be conducted by the NLRB. We will let you know the details as soon as they are finalized.



THANKS FOR READING!

The Excelsior list is not "public." This Lusty Lady management flyer is misleading and a typical anti-union scare tactic.

Chapter 9

The Management "Vote No" Campaign

What would you change?

Once we've gotten official recognition for our Union chapter, we'll be able to bargain for better work conditions. So far, employees have suggested:

- keeping the **one way windows** out—let's not go back to being video-taped against our will!
- higher wages for **new dancers**—they're worth it!
- **guaranteed number of shifts** each week (if you want 4 shifts and give open availability, you should get 4 shifts, not 2)
- job security—you shouldn't have to worry about "**disappearing**" from the schedule for unknown reasons or being fired for speaking up.
- **set raise schedule**—, as long as you meet stated obligations, you should expect raises at regular intervals until you reach the top wage.
- a fairer **sick leave** policy—if you're coughing up phlegm, should you really have to get another busty blonde to cover your shift? If you can't, should you have to come to work and get everyone else sick?
- **health insurance** (our current Blue Cross access is the same deal Blue Cross offers to the general public)
- reinstatement of old **vacation** benefits (1 week/year)
- better **communication** — we need to be able to speak up about problems without fear of retaliation

Now's the time to start thinking about what issues you want to bring to the table. Please add your suggestions below and slip this into locker #1 (Polly's). Thanks!

A MESSAGE FROM MANAGEMENT

August 11

QUESTIONS AND ANSWERS ON COLLECTIVE BARGAINING

1. WHAT DOES COLLECTIVE BARGAINING MEAN?

If the SEIU won the election here, The Lusty Lady would be required to bargain with the union in good faith. This does not mean that there automatically would be a union contract here. There would be no automatic wage increases, changes in benefits or anything else.

2. WHAT HAPPENS AT BARGAINING?

Once bargaining starts, the union might ask one or two of you to help them with bargaining. You can probably guess which employees the union will ask, but the paid union business agent would really call the shots. Because we are not professional negotiators, our attorneys would deal with the union's professional negotiator. Our negotiator would then bargain in good faith with the union's negotiator over your wages, hours and working conditions and our business.

3. WHAT HAPPENS TO EMPLOYEES WHILE BARGAINING CONTINUES?

During negotiations with the union, federal law prohibits us from making any new changes, on our own, in wages and benefits. This means that your wages and benefits would in effect be frozen during this time.

4. WOULD THERE BE A CONTRACT?

The union can't guarantee this. Bargaining could continue for a long time. We think it's fair to say that bargaining could last at least several months and possibly a lot longer. In the end, the parties may never agree on a contract.

5. WHAT WOULD BE IN A CONTRACT?

This is tough to predict. It is possible that you could end up with lower wages and benefits than you have now, better wages and benefits, or the same wages and benefits. Everything will be on the bargaining table and there is no way to predict what will happen.

 **THANKS FOR READING!** 

Try not to let management constantly put you on the defensive. Combine responses to company lies and misinformation with positive reasons to vote for the union and the pressure tactics discussed in Chapters 5-7. The last flyer you distribute before the election shouldn't respond to a recent management lie or threat, but rather restate the reasons you decided to organize in the first place, and/or list improvements people would like to negotiate for in your first contract. Below are some standard anti-union campaign strategies to prepare for. Warn people about these tactics in advance, so they'll be less susceptible to management manipulation.

LIES AND DECEIT



Expect management to lie, tell half-truths, manipulate history and distort "the facts." If you work for unsavory sleazeballs, their behavior probably won't shock you. But if you're accustomed to a superficially cordial relationship with your employer, it may be hard to get used to the routine deceit. Ignorance is bliss. People don't like to think that they're being lied to, manipulated and deceived,

ELECTION QUESTION #1

Q--CAN SEIU PROMISES BE BELIEVED?

A--No! When you hear SEIU promises of better pay, working conditions, etc., just remember the SEIU never signs your paycheck--we do. The SEIU can't deliver or guarantee anything. The only thing this union can truthfully say is that some day there will be good-faith collective bargaining negotiations. No one can predict what will happen during those negotiations or when they will begin.

VOTE NO!

 **THANKS FOR READING!** 

especially when managers are doing their best to characterize the organizers as paranoid, hysterical lunatics. Go gently here, especially when you're talking to loyal management favorites, or new dancers unfamiliar with the dispute.

• **Some common management lies:**

The union will "make" you strike, the union will fine you, your names and addresses and association with the strip club are "public," dues will be high, and dancers will have to pay taxes. It is also common for managers to say they *want* to do something to improve your wages, benefits or working conditions, but they can't because federal labor law prohibits them from making any changes during a union organizing drive. This is a half-truth. The whole truth is that management is obligated to discuss any proposed changes with the union first before implementing them. If the union objects or isn't notified, and management implements them anyway, the changes constitute an unfair labor practice (see Chapter 5), but if the union agrees to the changes, they're completely legal. It's a lie for management to say the union is the reason they can't make improvements. Check out the union flyers to the right for suggestions on how to respond to company lies.

• **Management "anti-union cards."**

Sometimes managers distribute cards that workers who "made a mistake" can sign to "nullify" or "rescind" their union cards. These things are just props that mean absolutely nothing legally.

DIVIDE AND CONQUER

Try not to alienate new dancers who get hired during the campaign, or old dancers who are skeptical. Management will look

THE FOLLOWING LIES, MYTHS AND MISLEADING STATEMENTS MADE BY MANAGEMENT NEED TO BE ADDRESSED. PRO-UNION DANCERS ARE BEING SYSTEMATICALLY EXCLUDED FROM MOST OF THE MANDATORY SMALL GROUP MEETINGS WITH NEW DANCERS. YOU HAVE THE RIGHT TO CONFRONT MANAGEMENT WITH THE INFORMATION ON THIS FLYER DURING THE GROUP MEETINGS. YOU CAN ALSO ASK WHY PRO-UNION DANCERS WEREN'T INVITED TO PRESENT OUR SIDE OF THE STORY IN THESE MEETINGS.

1. "Once bargaining starts, the union might ask one or two of you to help them..." This is misleading. The workers who represent us at the bargaining table are called Shop Stewards and we will decide how many we want, and who they will be. Our SEIU negotiator will also be at the bargaining table. She and the shop stewards will make decisions collectively.
2. "During negotiations with the union, federal law prohibits us from making any new changes, on our own, in wages and benefits. This means that your wages and benefits would in effect be frozen during this time." The union filed an Unfair Labor Practice charge against management for threatening a wage freeze. During negotiations, federal labor law prohibits making changes without first negotiating them with the union. For us, regular (or irregular) raises are "business as usual," so it would actually be an illegal policy change for management to decide to freeze our wages.
3. "Would there be a contract? The union can't guarantee this. Bargaining could continue for a long time... In the end, the parties may never agree on a contract." We expect things to get worse before they get better. We expect contract negotiations to take a lot longer than the election process has because we expect management's attorneys to stall the process in an effort to try to force the dancers at the bargaining table to give up. We expect management to demand that we give up the things we have in order to waste time arguing. THE ONLY WAY WE WOULD COME AWAY FROM THE BARGAINING TABLE WITHOUT A CONTRACT WOULD BE IF WE GAVE UP AND LET MANAGEMENT DEMORALIZE US. The dancers on the Organizing Committee are in this for the long haul, and are prepared for a lengthy and tedious battle with management's attorneys.
4. "...The list of (employee) names and addresses may be available to anyone who requests it under the Freedom of Information Act. Your legal names, addresses and connection with the Lusty Lady Peepshow will now be part of the public record." The only people who have access to our names and addresses are the dancers on the Organizing Committee and our SEIU, Local 790 organizer Sandra Steinbauer. NOBODY ELSE IN THE UNION HAS ACCESS TO THE LIST, AND NEITHER DOES THE GENERAL PUBLIC. The only way for anyone to gain access to the list would be to subpoena it through grueling, slow-moving legal channels. If somebody was really out to dig up personal information about us, a company of the Lusty Lady is also public record. NEVER IN SEIU'S HISTORY, HAS ANYONE TRIED TO SUBPOENA A LIST OF POTENTIAL UNION MEMBERS.
5. Management has been encouraging us to see them as "nice" and "understanding" and "betrayed" by the dancers who support the union, and have been tacitly (and overtly in the small group meetings) characterizing members of the Organizing Committee as "overly aggressive," unjustifiably "angry," or lacking credibility. We realize that to new dancers who have no first-hand knowledge of the history of this struggle, pro-union dancers may sound alarmist or paranoid when compared to management, who have collectively been playing the part of the fallible human who deserves a second chance. The problem is, we've been outraged about the injustices that motivated us to unionize for a long time. Not only have we given management a second chance, but we've given them a third and fourth and tenth chance. They only started to listen to us seriously AFTER we got involved with the union. If some dancers weren't "aggressive" the one-ways would still be here and we'd still be getting videotaped without our knowledge or consent. Women have been demonized for being too "aggressive" for centuries. This stuff's getting old.
6. Management says all the problems we've been complaining about are the fault of show directors who are no longer here. This may be true, but if June allowed middle management to implement and enforce unfair policies in the past, what will prevent this from happening in the future? If we vote in the union, we will have a chance to negotiate set policy guidelines about calling in sick and disciplinary action, for example, into our contract. Each show director has her own approach, and a written policy would prevent individual managers from crafting their own subjective sets of unwritten rules.
7. The notion that unions are "male," while the Lusty Lady is run in a "feminine" manner is another misconception management has allowed to flourish. This company is operated by small group of managers accountable to a small group of male and female shareholders, and during the current union-busting campaign, it's being run by a powerful, male-dominated law firm. How is a top-down hierarchy a "feminine" way of running things? Because the service sector is dominated by female labor, SEIU membership is also mostly female—a far cry from the "drunk union guys" June claims to believe will harass us with late night phone calls.
8. "Can SEIU promises be believed? No! When you hear SEIU promises of better pay, working conditions, etc., just remember the SEIU never signs your paycheck—we do...Vote no!" The union has not made any promises about specifics; these will get hammered out at the bargaining table. The only thing the union has "promised" us is that this battle will be long, and that management's lawyers will be relentless in their efforts to sabotage our rights. But we think it's worth fighting to secure the one thing unionizing will guarantee us—a voice at the bargaining table, the opportunity to have a say about the way things are run at a business that profits from our labor.
9. Management says it's "possible" that you could end up with lower wages and benefits than you have now... Technically, we suppose, that's "possible." It's also "possible" that the LL will get fire-bombed by born-again Christians, and it's "possible" that we'll all win the lottery and quit our jobs here. But we all know these scenarios are extremely unlikely. One relevant "truth" management neglected to mention here is that all workers will vote on any proposed contract before it's adopted. IN OTHER WORDS, THE ONLY WAY WE WOULD END UP WITH LOWER WAGES WOULD BE IF WE VOTED FOR A CONTRACT WITH A PAY-CUT.
10. Management has been saying that if SEIU "calls" a strike, the union can fine workers who don't want to strike. Management has also been saying that the union can fine workers who criticize the union. These statements are both lies. SEIU never fines its members. Strikes are only used as a last resort, and only when management is being extremely uncooperative at the bargaining table. Strikes are not "called" by the union. The workers always vote on whether or not to strike. It would be very unwise to go through with a strike if support were weak, and even more unwise for a union to then penalize the dissenters. A strike under such circumstances would only further divide the workers. Strikes are only effective when they have unanimous or near-unanimous support from the workers. Nobody wants a strike, and if management intends to bargain in good faith, there's no reason to expect a strike will ever become necessary. We interpret management's recent focus on strikes as a scare tactic and a threat to bargain in bad faith.

THE LUSTY LADY ORGANIZING COMMITTEE—EXOTIC DANCERS UNION—SEIU, LOCAL 790

This was our only full page, 2-sided flier. We distributed this list of union retorts to company lies and threats right before a round of management anti-union "captive audience" meetings.

Why write this check?

2048

The Bank Of Union Dues

WEST AUGUST 16, 1996

Littler, Mendelson, Law Firm

SEIU Local 790

PAY TO THE ORDER OF

Twelve Thousand Nine Hundred Forty Two and 91/100 DOLLARS

ONE WEEK OF UNION-BUSTING MANAGEMENT

FOR ONE YEAR OF HARM DONE

Employees of The Lusty Lady

100 2100 661 770 984075 2121

If this election is about the Lusty Lady's Employees getting together to deal with management, why do you have to write this check to the SEIU? If the Union is voted in, we understand that each employee of the Lusty Lady can expect to pay 1.3% of their monthly income to the Union.

If you multiply these yearly dues by the average monthly income of the employees who might be forced to join the Union, the total is almost THIRTEEN THOUSAND DOLLARS!!!

With collective bargaining there are no guarantees except that you'll probably have to pay Union dues if you want to continue to work here -- but after a contract is signed wages could be higher, lower or the same. Why pay another bill if the Union can't guarantee that your income under a Union contract will cover it?

Vote No!

Union supporters "corrected" this anti-union management leaflet and posted it next to the original.

NOTICE TO ALL EMPLOYEES

WE HAVE RECEIVED COMPLAINTS THAT EMPLOYEES ARE INTERFERING WITH OTHER EMPLOYEES JOBS TO ASK OPINIONS ABOUT THE PROPOSED UNION. CERTAIN COMPLAINTS HAVE ALSO BEEN RECEIVED STATING THAT HARASSMENT AND INTIMIDATION HAVE OCCURRED. ANY CONDUCT OF THIS NATURE MUST STOP IMMEDIATELY.

THE SHOWBOAT MUST BE A SAFE, HARASSMENT FREE PLACE TO WORK.

WHETHER PRO OR CON, NO EMPLOYEE MAY INTERFERE OR INTERRUPT OTHER EMPLOYEES' WORK TO DISCUSS THE ISSUE.

ALL EMPLOYEES ARE EXPECTED TO CONDUCT THEMSELVES IN A PROFESSIONAL MANNER. ANY EMPLOYEES VIOLATING THESE GUIDELINES IS SUBJECT TO APPROPRIATE DISCIPLINE.

This Showboat management flyer is typical of any management Vote No campaign. Dancer-organizers at the Showboat and Lusty Lady were all accused of "coercing" and "harassing" other employees. The "complaints" were no doubt fictional or exaggerated.

for ways to divide you, and they don't need your help. As tempting as it sometimes gets, don't burn bridges with fence-sitters. In our case, most of them got wise to management's game, and by election time they ended up voting yes. The high dancer turnover typical in most strip joints is going to be a challenge. When management tries to divide you, they'll most likely try to set the new dancers against the old ones, the dancers who do "nasty" shows or prostitution against those who don't, the dancers against the other club workers, and/or one race or ethnicity against another. Lusty Lady management would tell new hires that the "old" dancers were just "spreading rumors" about problems that didn't exist anymore.

"CAPTIVE AUDIENCE" MEETINGS

During our campaign, management held a series of paid, mandatory staff meetings, excluded the organizers, told horror stories about what a unionized workplace would look like, and asked probing questions in an effort to figure out how people were going to vote. Never let management have the last word. Make every effort to "deprogram" workers who get subject to any of these

GOOD MORNING AND BEWARE...

When employees try to unionize, employers often use forums such as the mandatory meeting you are attending today to attempt to dissuade workers from unionizing. The "stick-and-carrot" approach is perhaps the most common union-busting technique.

THE CARROT (AKA CONCESSIONS)

Management may make more concessions in an effort to buy us off. Management's first concession was to remove the one-ways. Complaining as individuals got us nowhere. Action was taken only after we brought in the union and spoke collectively.

In an eerie, Orwellian attempt to revise history, management is denying some recent changes are concessions, and instead insist the changes aren't changes at all, but actually the way things have always been. For example, a show director recently told a new hire "you may hear some rumors that you aren't allowed to call in sick--of course you're allowed to call in sick." Rumors? Until now, it's been company policy that we replace our own shifts, and if we were unable to find anyone, we were required to come to work sick, or suffer a pay-cut for a no-show.

THE STICK (AKA THREATS AND SCARE TACTICS)

It is also very common during a union-busting campaign for employers to invent horror stories about what a unionized workplace would be like. We've already heard some of these stories. When pressed at what a unionized workplace would be like, the first response June came up with was that the last meeting to explain why she opposed the union, the first response June came up with was that she feared we would be harassed by midnight phone calls from drunk guys at the union hall. This has yet to happen. We also may hear management tell us the union is really some kind of self-interested outside force, eager to infiltrate our happy, little family to create tension, destroy worker-management communication, make promises it can't keep, and then rob us of 13 bucks a month in dues to finance all kinds of nasty scandals.

The reality is WE came to the union for help; it did not come to us. And if we decide to vote the union in, WE become the union. The union is not some third party, unfamiliar with our issues; the union is US.

Although management would like to blame the tense climate at work on the union, this atmosphere could have been avoided altogether had June recognized the union at the last meeting. Or, barring that, she could have allowed an election date to be set as soon as we petitioned for one. Instead, she hired a notorious union-busting law firm to delay the process, encouraged workers to turn against each other by asking workers from Seattle to advocate against the union, printed flyers that discourage workers from trusting each other (one warns us not to rely on dancers who attended NLRB hearings for accurate information), and singled out three members of the Organizing Committee with nearly spotless personnel records for disciplinary action. It is clearly behavior like this that is responsible for creating tension at work.

The union has not promised us a rose garden. On the contrary, our organizers have warned us about every single union-busting tactic management has used so far, and have assured us this struggle won't be quick and won't be easy. After the election, we fully expect June and her lawyers to be as stubborn and uncooperative during contract negotiations as they've been during the election process. The only thing the union has promised us is a voice in the way things are run at a business that profits from our labor.

THE LL ORGANIZING COMMITTEE--EXOTIC DANCERS
UNION--SEIU LOCAL 790

brainwashing sessions. Distribute flyers right before, or during these meetings that prepare people for what to expect. Tell people they can still vote yes even if they said they were voting no in one of these meetings.

UNIT PACKING

In our case, management went on a hiring frenzy, and during the election campaign hired a new dancer every two or three days in an effort to destroy our majority. This management tactic is known as "unit packing" or "sandbagging the bargaining unit," and it's an unfair labor practice. They were as saccharin-sweet to the new girls as they were capricious and iron-fisted with the old guard. To counter the damaging effects of a unit packing strategy, try the tips below.

- **Plant "yes" votes.** Since it's usually common for dancers to switch clubs or float in and out of the industry, you may be in a position to plant "yes" votes to cancel any "no" votes management may have recruited. If you know dancers who support the union, but don't currently work with you, ask them to to dance at your club one or two shifts a week so they can vote yes in your election. Make sure to plant yes votes before the NLRB cut-off date; anyone hired after this date is not eligible to vote. Obviously these "plants" should keep quiet about their association with any of the organizers.
- **Communicate with new dancers.** Write a letter or flyer to give to new dancers as they're hired or as they audition that explains why you want a union, and fills newcomers in on the history. Our managers were constantly erasing and revising history in conversations with new hires, and we were constantly setting the record straight. If your boss made any initial **concessions** to try to get you to call off the union, credit the organizing effort — *not the company* — for the improvements. Make sure new people don't fall through the cracks; talk to them right away. Remember, management will probably be giving new hires the royal treatment, so be friendly and approachable. Don't throw bad vibes. And get over your prejudices against new girls. Chat to new hires about non-union

DEAR NEW DANCERS:

Welcome to the Exotic Dancer Union, a chapter of the Service Employees International Union, Local 790. As you may already be aware, you now work for the only unionized strip joint in the country.

We started organizing in April of this year after we discovered that customers were routinely and clandestinely filming us without our consent or compensation through the one-way windows that used to be in booths 2, 7 and 12. We had no control over where these stolen images would resurface (the internet? porn videos?), and if we wanted careers as porn stars, we wouldn't have been working in a peepshow for a fraction of the pay. We complained to management about the problem for months, and asked them to remove the one-ways. But we were told by LL general manager June Cade to "get another job" if we didn't like it because the one-ways were staying. June eventually did remove them, but not until we announced to her at a staff meeting last summer that 30 percent of us had signed union cards. She also refused to recognize the union.

Although the one-way problem had been solved temporarily — June called their removal an "experiment" — the power inequity it symbolized was still festering. Our labor makes this business profitable, but we had little or no say in how it was run. We could be fired at any time for any reason. The company's disciplinary policy was essentially unwritten and erratically interpreted and applied; favoritism was the norm. We were required to work while we were sick or injured if we couldn't find a "suitable" replacement. Illness was not an excuse for a missed shift, and if we did miss a shift, our wages were cut by any amount for ambiguous or unspecified reasons. The company discriminated against black dancers by refusing to schedule them for potentially more lucrative Private Pleasures shifts, and after dancers complained, discontinued the practice, but only as another temporary "experiment." New dancers still provide the cheapest labor (\$11 is well below market value for this type of work), but are among the company's biggest money-makers. Because novelty and variety are so marketable in this business, a new pussy on stage is a relative gold mine for the company, but peanuts for the dancer it belongs to. Before the union election, however, management changed some of these policies (for example, we can now call in sick), and then told us they never existed, they were "rumors," or they were wrongly imposed by show directors who aren't here anymore, in hopes that such concessions would dissuade us from voting for the union.

Because June refused to listen to us seriously until we got involved with a union, we suspected that any future complaints would likely be futile, if not hazardous, without the backing of a union. Without a union, our jobs were not legally protected, and without a union contract we had no recourse if the company decided to keep or implement unfair policies and practices, despite our protest. If we won a union election, management would be legally obligated to negotiate a contract with us, and we'd finally have some control over our work environment.

In a union election on August 29-30 we (LL dancers and support staff) voted 57 to 15 for union representation, despite management's expensive and legally questionable campaign to discourage us. A few of their most noteworthy exploits include threatening to fire some of the organizers (and eventually firing and rehiring one after the election), threatening to freeze our wages if we voted in the union, falsifying the history of the struggle to new dancers hired in the middle of it, and personalizing the conflict with well-scripted cries of "betrayal," and pathetic, tear-filled pleas to "give us a second chance," by voting no. June treated the organizers like her ungrateful daughters; aggressive, hysterical and "disrespectful" traitors to the Multivue family. Management held a series of mandatory small group meetings in the weeks preceding the election. The organizers were systematically excluded from these meetings (and grouped together in a separate meeting) so management could preach its gospel unchallenged, but June never discussed the real and obvious reason she didn't want a union: A union would pose a direct threat to her stranglehold on the power around here.

You're no doubt less than thrilled to discover your latest career move happens to coincide with a messy and tumultuous labor dispute. But alas, the "woman friendly" strippers' paradise you saw advertised is unfortunately little more than a clever marketing ploy. The unsavory characters who run the other clubs in town are generally pigs, but at least they're up front about it. The Lusty Lady management, on the other hand, insist they're a cut above the competition. Although June publicly distances herself from sleazy guys like the Mitchell Brothers, she had no problem hiring the same law firm they hired when their dancers brought them to court—a law firm that specializes in busting unions and sabotaging workers' rights.

We have been negotiating a union contract with management and their lawyers since October. This contract is your contract too, so if there are issues you would like to see addressed in our proposals, if you were treated unfairly by management, or if you have questions about the union or what's happening at the bargaining table, talk to someone on the Bargaining Committee. The Lusty Lady management, on the other hand, insist they're a cut above the competition. Although June publicly distances herself from sleazy guys like the Mitchell Brothers, she had no problem hiring the same law firm they hired when their dancers brought them to court—a law firm that specializes in busting unions and sabotaging workers' rights.

Thanks for your support!

THE LL BARGAINING COMMITTEE—EXOTIC DANCERS UNION—SEIU, LOCAL 790

THE LUSTY LADY MADE \$50 OFF YOUR LABOR TONIGHT AND ALL YOU GOT WAS THAT LOUSY T-SHIRT!

Customers get off on the notion that dancers who audition on "Amateur Night" are "new" or "virgins" to the industry, and this is how the company advertises and promotes you. Each customer who watches your audition is spending about \$1 per minute; if one guy watches your show, the company makes \$15 off your labor, if two guys watch you, \$30, if four guys watch your show, the company makes \$60, and you make nothing.

Unfortunately this lack of fairness is not limited to Amateur Night. This business profits from our labor, and until recently we had little say about how it was run. But things are beginning to change. The Lusty Lady dancers and support staff unionized last summer, and we're currently negotiating a union contract with management. We're asking for health insurance, sick leave, and higher pay for new dancers (right now, among the lowest paid in town). We've already won legal recourse if we're treated unfairly, and an automatic raise schedule (right now, dancers can wait two years or more to reach top wage).

If you decide to work here, the contract we're negotiating now will be your contract too. But the improvements we foresee won't come easy. We've had to stick together and fight for everything we've won so far. We're known for our militancy and willingness to stand up for strippers' rights. When one of our dancers was fired for union activism last month, we picketed for two days to get her job back.

We look forward to your support and invite you to join our struggle for fair treatment on the job!

THE LUSTY LADY BARGAINING COMMITTEE —
EXOTIC DANCERS UNION/SEIU LOCAL 790

stuff first, and give them a hand getting the hang of the new routine. If they like and trust you when they first meet you, they'll be more receptive to what you have to say about the union later.

THREATS AND HARASSMENT

Expect management to break the law and make threats. In our case, they threatened to (and eventually did) fire some of the organizers—not for union organizing of course, but for fictional, “legitimate” reasons their lawyers invented. (We all got our jobs back.) Dancer organizers in Alaska and Philly were fired right off the bat, but most got their jobs back after they filed ULP charges. The Showboat management in Alaska tied up the union's resources in court by filing bogus “libel” suits over statements made in union flyers. Other typical threats include threatening to close the club, threatening to report dancers to the IRS or welfare office for tax evasion or unreported income, and threatening to report undocumented workers to the INS. Check out the flyers in this section for ways to respond. The law firm your employer hires will probably specialize in disguising illegal threats as mandates of federal labor laws. Sounds crazy, but it's a sick and profitable art. Watch your back and keep your nose clean. The organizers should be model employees; don't give management any ammunition to use against you when they're looking for excuses to terminate. Sure, errant employers may eventually have to pay a Labor Board fine, or give a fired activist back-pay, and their legal costs are no doubt running them several thousand dollars a week, but the way they see it, it's worth spending money to hold onto power.

BRUTAL TYRANT OR BENEVOLENT DICTATOR?

Organizing drives in Anchorage and Philadelphia were met with immediate and heavy-handed crackdowns, but this wasn't the case with our campaign. Lusty Lady management initially responded in more under-handed, psychologically manipulative ways, then graduated to the hardball tactics that became characteristic of subsequent strip joint organizing drives. Although the company eventually resorted to terminations and a

WHAT THE UNION REALLY WANTS.....

OUR GOALS INCLUDE:

- NO HOUSE!!!!!! Why should we have to pay to work? Secretaries and lawyers don't have to pay to work. Also, house is just going to keep going up if we don't do something now. It used to be only \$35.00 and three drinks, hmmm. De ja Vu girls pay 50% house. The dancers only get \$10 of a \$20 dance!
- HEALTH BENEFITS!!!! Why don't we have health insurance? Jim and Terry have already paid anti-union lawyers enough since we started organizing to pay for insurance for all of us for at least a year.
- JOB SECURITY!!!!!! Right now you can get fired at any time, for any reason. Read your handbook.
- PENSION PLAN!!!! What are we doing for our future? Jim and Terry's futures are well taken of because of our hard work!
- GRIEVANCE PROCEDURE!!!! Why is the stage in Fairbanks still full of splinters? No one listens to us unless we are united!

ALASKA EXOTIC DANCERS UNION

**In response to the flyer titled
“what the union really wants”**

**ALL DANCE AND DRINK TICKETS
BELONG TO THE HOUSE!**

**HAIRDRESSERS ARE NOT ALLOWED
TO KEEP THE \$\$\$ THEY MAKE FOR
H/C'S AND PERMS. SALES CLERKS
ARE NOT ALLOWED TO KEEP THE
MONEY FROM THERE SALES (EX:
CLOTHES)**

**YOU LADIES HAVE NO HEALTH INS.
BECAUSE YOU SPEND ALL YOUR
MONEY ON ALCOHOL, COCAINE, POT,
BROKE BOYFRIENDS AND
FINGERNAILS!**

**REGARDING JOB SECURITY... NENA
AND BUZZ ARE WELCOME BACK
AFTER DRUG TREATMENT...**

**TERRY AND JIMS FUTURE IS TAKEN
CARE OF BECAUSE OF THERE OWN
HARD WORK!!!**

**AS FOR YOU GREIVANCES....
FAIRBANKS HAS A BRAND NEW
STAGE!!! NOW WHAT ELSE DO YOU
LADIES WANT???**

*These pearls of wisdom come courtesy of
Showboat management in Alaska.*

two-day lock-out, a far more common management tactic was for female managers to hold meetings at which they would cry, lament our "betrayal," beg for our forgiveness, tell us the Lusty Lady was like a "family" that didn't need "outsiders" to get involved in our "misunderstandings," and promise things would change if we'd just get rid of the union. Entertaining at best, pathetic at worst, the emotional power games backfired, and they lost by a landslide. If you suspect your employer may take this approach, warn people in advance that such strategies are part of the union-busting script. Sure the club is like a family: management treats the dancers like children. If the bosses are really so concerned about taking care of the workers, then why have all the grievances that motivated your efforts to organize gone unaddressed for so long? Whether your club goes "tyrant" or "family," don't let anyone forget the company is always looking out for its own interests, not the workers'.

LITTLER MENDELSON



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WOMAN OWNED AND OPERATED?

Right now, neither the show directors, nor June Cade is running the Lusty Lady. Alan Levins and his associates at the law firm Littler Mendelson are calling the shots at the LL these days. June is paying each of these men over 200 bucks per hour to attempt to destroy our unity and break our spirit. This firm's specialty is union-busting (they prefer the euphemism "alternative dispute resolution"). According to a June 5 *San Francisco Chronicle* article, "one former associate at Littler who practices employment law in the Bay Area said he quit because the firm's hardball tactics tested his ethical standards." The same article quotes a CEO from Orange County who says "when I wonder how close I'm coming to breaking the law, I'll call (Littler) for guidance." This firm has apparently succeeded in convincing June that they're running the show around here. In a conversation with Amnesia on 8/16, June admitted that the anti-union flyer included with our paychecks was "lame," and admitted that her lawyers wrote it. June also admitted that her lawyer Alan Levins was a "prick." Was June just saying what she thought a pro-union dancer wanted to hear, or is she really allowing a bunch of legal thugs to run her company in a manner she herself finds questionable?

THE LL ORGANIZING COMMITTEE—EXOTIC DANCERS UNION—SEIU LOCAL 790

We distributed this one the week before the election. Be careful about printing something this scathing. If you don't have a lot of support, it could backfire, and cause people to sympathize with the boss.

ANTI-UNION THREATS #1-3 TAX EVASION, WELFARE FRAUD, DEPORTATION?

Q. Management is threatening to report undocumented workers to the INS, report dancers' "true" incomes to the IRS, and report dancers who are collecting AFDC to the welfare office if we support the union. Will management really do these things?

A. If management reports the workers for these violations, the company will have to admit to its own violations. The IRS is just as interested in tracking down a company that fails to pay employee taxes, as it is in tracking down a single individual. If management reports us to the INS, the company would be admitting to breaking the law by employing undocumented workers. If the company reports dancers' true income to AFDC, the company would have to cop to the fact that it hasn't been paying employee taxes.

MANAGEMENT KNOWS UNIONS MEAN BETTER PAY AND MORE JOB SECURITY FOR THE WORKERS, AND LESS CONTROL FOR THE BOSSES, SO THEY'RE TRYING TO SCARE US INTO VOTING NO WITH TYPICAL ANTI-UNION THREATS.

PROTECT YOURSELF & VOTE YES!

This flyer was never actually used. It's a "composite" of threats and responses from a few different campaigns.

ANTI-UNION THREAT #4 THE CLUB WILL CLOSE AND WE'LL ALL LOSE OUR JOBS?

The Showboat makes big money—Terry bragged just last week that he spent \$5000 on his kid's 5th birthday party! (The company could have paid for health insurance for every dancer for a month with that much money!) The club's labor costs are nothing, in fact WE pay THEM for the right to come to work! Even if we got to keep a little more of the money we made each shift, it's unlikely this place would go out of business. Why would a profitable company shut down?

DON'T BUY THE SCARE
TACTICS! VOTE YES!

The Showboat Organizing Committee
Alaska Exotic Dancers Union/H.E.R.E., Local 878

Chapter 10

The Election

VOTING LOGISTICS

The NLRB will decide the time and place of the election, monitor the ballot box, oversee the voting, check peoples' names off the Excelsior List (see Chapter 8) as they vote, and count the ballots. Our election was in the manager's office, during three different time blocks, over the course of two days. Managers, company lawyers, and union staff are not allowed to be anywhere near the polling place during the election, and both sides are forbidden from electioneering the last 24 hours before the vote. This means both sides have to remove all the flyers, and any other pro- or anti-union stuff from the work site.

ELECTION OBSERVERS

The union and the company may choose worker "observers" to sit next to the NLRB election officials during the election, and make sure the vote is "fair." Management will get one or more anti-union workers to be management observers. Union observers don't necessarily have to be people on the Organizing Committee, but should be people who support the union and are willing to challenge any fraudulent "no" votes management may try to slip by, like former employees or workers hired after the cut-off date.

GETTING OUT THE VOTE

After each voting block (time period the polls are open), observers should check off everyone who voted from the union's copy of the Excelsior List as soon as possible, while their memories are still fresh (they're not allowed to keep the election copy of the list with them when they leave the polling place). Then the organizers should call all the committed yes votes who haven't voted yet and make sure they have transportation, child care, etc. If possible, hang out at a nearby coffee shop or restaurant during the election, and tell dancers they can leave their kids with you while they vote.

ELECTION DAY UNION-BUSTING TACTICS

Management will probably schedule all the potential "no" votes to work during the election, to make it easy for them to vote, and avoid scheduling "yes" votes so they'll have to come in on their day off to vote. Company lawyers may instruct management observers to object to every vote to create delays, and force the NLRB to set aside the election while it "investigates" whether the challenged votes are legitimate. In flagrant violation of the law, our company put up an anti-union flyer right outside the polling place. Had we lost the vote, this violation would have been grounds for us to object to the election and ask for a rerun—but the damage would have been done.

MEDIA COVERAGE OF THE ELECTION

Our election was a media feeding frenzy. DO NOT PUT OUT A PRESS RELEASE BEFORE THE ELECTION; wait until afterwards to notify the media. Organizing staff at our union made this mistake, and all the TV cameras and reporters became a major headache. (See "The Media" in Chapter 6 for tips on dealing with journalists.) During our election, TV reporters accosted dancers on their way to vote and filmed workers without their consent. The organizers ended up spending the whole election intercepting TV camera crews and trying to keep them away from the theater. Our management blamed the union for the annoying and hostile media invasion, and accused the media of making a "fair" election impossible.

Chapter 11

If You Lose the Election...

An election loss can be devastating and demoralizing, but it doesn't mean your efforts were in vain. Consider your victories: the company may have made concessions. Always give the union credit for any improvements that came out of the campaign. Point to them the next time around, and loudly decry their disappearance when the boss takes them away. People who filed complaints with the Labor Commission, DFEH/EEOC and the NLRB may as well follow through with them, and at least get some money in the end. If they got fired there's nothing to lose. You've awakened a bunch of federal bureaucrats to the labor issues that affect sex workers. Your hard work has paved the way for other strippers who may not be as brave as you to file claims in the future. And most importantly, there's probably a new level of consciousness among the dancers at your club. Even if they voted no, people got exposed—maybe for the first time—to the notion that it's possible to fight back.

Don't sell yourself short for these accomplishments. Sometimes it takes more than one attempt for a group of workers to successfully unionize, especially when your employer's unfair labor practices were numerous or particularly heinous, and especially in an almost totally unorganized industry. Put things in perspective; look how long it took workers in other industries to win their first union elections and get their first contracts. Farm workers tried to organize for *100 years* before the United Farm Workers ever got a contract with a grower. Considering most of us are only in the business a few years, statistics like these can be depressing, but they can also be reassuring: With a first contract in place at one club, we're already ahead of the game. Ask yourselves why you lost, so you'll know how to do things differently when the boss inevitably slips back into his old ways, and folks start talking union again.

ELECTION OBJECTIONS AND RERUN ELECTIONS

If you lose the election, you can file "objections" with the NLRB, in which you claim there was no way the election could have been fair in light of all your employer's bribes, threats, harassment and lies. If after investigating, the NLRB determines that the election was indeed unfair, it may order a second election. Dancers at Pacers in San Diego lost their first election, but won the rerun. (This club organized in 1994, but the union there has since been busted.)

GISSELL BARGAINING ORDERS

A Gissell Bargaining Order (named "Gissell" after the court case that established the precedent) legally mandates a company to negotiate a contract with the union—even if the union lost the election, or even if no election was held. Gissell orders are rare these days, and the NLRB only awards them if it decides that a fair election was impossible (or would be, were one to be held) in light of the employer's egregious violations of the NLRA. There are risks in filing for a Gissell, however. If management was able to manipulate enough people into voting "no," then it may be unwise to go into contract negotiations with little worker support. It will be impossible to get a contract if nobody's willing to fight for it. Rather than file for a Gissell, you may decide to start a new organizing campaign instead.

Chapter 12

Negotiating a Contract

After you win the election, your employer must, by law, negotiate a contract in "good faith" with the union. The contract campaign is the final step to a unionized workplace, and typically lasts longer than the organizing drive. Wounds from the election campaign will still be raw, and your first contract will be more difficult to negotiate than subsequent ones. Rather than acknowledge defeat, stubborn employers see contract negotiations as their last chance to bust the union. And more often than not, they're successful: fewer than half of all union election victories ever result in a first contract at all. So don't bury the hatchet yet, the real fight's just getting started.



THE BARGAINING COMMITTEE

The Bargaining Committee usually consists of the same people who were on the Organizing Committee, but an election victory may inspire more people to get involved at this point. It also may inspire management to plant spies. If you're pretty confident any interested management ass-kissers would lose in an election, then hold one to determine who serves on the Bargaining Committee (each committee member needs to win at least a majority). Depending on your union's policy, you may be required to hold a bargaining committee election anyway. The Bargaining Committee's job is to find out the rights, protections, wages and working conditions workers would like to see in a contract, put together contract proposals with your union negotiator, attend bargaining sessions with management and their lawyers, participate in bargaining table discussions and arguments, organize job actions, talk to the media, and make sure the workers stick together and continue to support the union.

THE NO VOTES

Don't burn bridges with the people who voted no, or who didn't vote at all. Ask for their input during the bargaining process. Everyone who voted no in our election ended up joining the union after we ratified our contract and they witnessed the improvements first-hand.



THE LAWYERS

The bargaining table will probably be your first opportunity to interact with the attorneys your club hired to bust the union. These men are scum. As one of them bragged to us at the end of a particularly tedious bargaining session, "AN ATTORNEY IS BUT A CONDOM, PROTECTING THE PRICK WHO'S SCREWING SOMEONE ELSE." Your boss will pay these sleazebags around

\$300 an hour to try to wear you out in the bargaining sessions and make you give up. The longer they drag things out, the more money they make. By the time you start bargaining, your boss will have already paid his legal counsel thousands and thousands of dollars.

The lawyers also turned out to be the best organizers we could hope for. Even if strippers disagree about everything else, we're all pretty unified in our disdain for rude and selfish customers, and the attorneys played the part perfectly. Even dancers who voted no, ended up supporting the Bargaining Committee after they heard about the sophomoric and egocentric bargaining table antics we had to put up with from the company's legal team.

One of the Bargaining Committee's goals will be to divide management from their attorneys by exposing and exploiting the two parties' conflicting agendas. (See "Bargaining Updates" below.) Management wants to get rid of the union quickly and cheaply. The lawyers want to get rid of the union slowly to insure that they make as much money as possible in the process. Attorneys love answering your ULP charges because they get to waste lots of time—and makes lots of money—trying to convince the NLRB that whatever evil thing your employer did was actually legal. Eventually the legal fees will start to cut into profits, and the mounting costs will help pressure the company to quit lagging and agree to a contract. Lusty Lady owners paid their lawyers far more money than all our contract proposals put together would have cost the company.

POST-ELECTION MANAGEMENT TACTICS

There are a variety of union-busting strategies a stubborn boss can employ during the post-election phase, the most common of which is simply to stall (See "The Contract Bargaining Process" below). After our company stalled through the first three months of bargaining we started doing job actions to pressure them to move at the table (See Chapter 7). Below are some of the other tactics our company used.

- **Employer objections.** Management's lawyers can file groundless "objections" to the election (as opposed to the *legitimate* objections the union would file if you'd lost). Although management objections are almost always completely bogus, the NLRB still has to investigate them, and it may take weeks or months before the charges get dismissed, appealed and dismissed again, and you actually get to the bargaining table. In our case, we struck a deal and agreed to withdraw our pending ULP charges in exchange for the company's agreement to withdraw their objections and commence negotiations. If such a deal isn't in the cards for you, review Chapters 5-7 for strategies to pressure an uncooperative boss into dropping employer objections.
- **Illegal terminations.** If you managed to win the election with your jobs intact, management may fire one or more of the employees on the Bargaining Committee.
- **Bad Faith Bargaining.** Although it's an unfair labor practice for an employer to "bargain in bad faith," it's very difficult to win a bad faith bargaining charge because attorneys who specialize in busting unions know how to stay within inches of the law and the legal definition of bad faith is pretty vague. For example, it's illegal to "refuse to bargain," but not

necessarily illegal for your boss or his lawyers to cancel bargaining dates, rant for hours on end about superfluous topics, continually reject every union proposal and insult the Bargaining Committee.

- **Revisit election campaign anti-union tactics.** Review the “vote no” stuff from Chapter 9, and the ULPs in Chapter 5—they’re still illegal during contract negotiations.

THE CONTRACT BARGAINING PROCESS

The bargaining process for first contracts can be extremely slow and tedious, and bargaining table victories can be few and far between. The Bargaining Committee and your union negotiator will meet with management and their lawyers about once a week or once every other week for sessions that can last late into the night. Generally the Bargaining Committee and union negotiator meet before the sessions to put together the contract proposals you plan to submit to management, and go over strategy.

After you present the union’s proposals at the table, the two sides **caucus** (sometimes for several hours) in separate rooms. While management considers the union’s proposals in their caucus, you talk with the union negotiator about what the Bargaining Committee’s next move might be, etc. in your caucus. When the session reconvenes, management may totally reject the union’s proposal, or offer a counter-proposal. When management rejects your proposals and whines about how awful they are, this is called **stalling**, and when they offer a counter-proposal, it’s called **moving** or “making movement” at the table.

Management is under no legal obligation to “move” at the table, and will only eventually move because of the pressure you put on them (review the pressure tactics in Chapters 5-7). After management presents their rejection or counter-proposal, there’s another caucus, then the union proposes a counter-offer, and this back-and-forth continues—usually two steps forward, one step back—for months until both sides have moved as far as they’re willing to move. Coming to this point is called **reaching impasse** (see “Impasse and Federal Mediators” below). How far the union is willing to “move” will ultimately depend on what the workers are willing to strike over (or what the company *believes* the workers will strike over). If nobody’s willing to strike for dental insurance, for example, and the company doesn’t want to include it in the contract, then you don’t have much choice but to “move” at the table by dropping your dental insurance proposals.

BARGAINING TABLE STRATEGY

A skilled stripper is an asset to any bargaining committee. If you can get men to pay money for something they believe is rightfully theirs, you’re probably already an accomplished negotiator. You already know how to assess a customer, exploit his weaknesses and insecurities, and manipulate any exchange with him to your advantage. If he won’t give you what you want, or demands something that’s not for sale, you know whether to play the diplomat, the disciplinarian or the coy mistress while still maintaining control of the situation, or whether to cut your losses and move on. Bargaining table confrontations with

company lawyers are very similar to confrontations with difficult customers, and the survival skills you've learned in the sex industry will probably be more valuable to you here than a law degree could ever be.

Most bargaining sessions are calculated, tactical and long. Your union negotiator will probably always deliver the opening arguments when it's the union's turn to present a proposal or counter-proposal, and other members of the Bargaining Committee will then make supporting statements. You'll always discuss exactly what you're going to say, and what you're not going to say, and who's going to say what in a caucus before you're actually facing management at the bargaining table. Always present a united front; save internecine arguments for caucuses. If you disagree among yourselves in front of management, you'll make it easier for them to divide and conquer. Keep a poker face and don't blurt anything out, unless some kind of emotional outburst was planned in advance. Explain this to any rank and file observers, and tell them to pass you a note instead of asking questions or making statements aloud. In an effort to figure out who the weak links are, management's lawyers may try to provoke you into responding to an insult or leading question. They often do this by asking about your "feelings" and offering to "listen" to your complaints. If you take them up on their offer, the free-for-all rant session that might ensue would key them in to allegiances and priorities they could use against you. Don't take the bait.

IMPASSE AND FEDERAL MEDIATORS

When contract talks are about to reach impasse, and management is under enough pressure from job actions, media exposure, legal claims, ULP charges, and/or huge legal bills to actually *want* to reach an agreement, the parties may decide to call in a federal mediator to help the two sides agree on a contract.

- ***The Federal Mediation and Conciliation Service (FMCS)***. Federal mediators are supplied by the FMCS at no cost to the union or the company. The federal government offers this service for free because it believes it's in the "national interest" to settle labor disputes that may interrupt "interstate commerce." (Although they probably had railroads and auto plants in mind, a halt to the skin trade could indeed have a profound ripple effect on other industries if production were to suffer at the hands of a bunch of sexually frustrated working stiff.)
- ***How Mediators Work***: Mediators help the two sides reach a contract by talking to each side separately. When mediators talk to the union, they'll play up management's strengths, point out your weaknesses, stress how likely it would be for you to lose a strike, for example. Then when they talk to management, they'll emphasize the union's strengths, tell them you're prepared to strike, and point out how much of a setback a strike could be, for instance. Mediators claim to be "objective" and to have no loyalties to either side. And this is why they seem so spineless and slippery and hard to pin down. Although mediators may help put pressure on management, they'll also put pressure the Bargaining Committee.

"I LIKE TO THINK OF MYSELF AS A PROPHYLACTIC. AN ATTORNEY IS BUT A CONDOM PROTECTING THE PRICK WHO'S SCREWING SOMEONE ELSE." - Management's lawyer Mr. Bymes

Finally, some honesty. Management's lawyer summed up Monday's (11/11) bargaining session with this metaphor after a long day at the table: guy b v 7 He started off by spending the first hour and a half of the session ranting about the "scumious remarks" we made about him in the flyer we printed about the last session, railing against us for telling everyone at work he was a dominating control freak (as if we needed further illustration), and complaining about them directly about problems at work instead of talking to HIM about them. "What about all that pre-election babble about "direct communication"? What happened to "woman president Colleen Baldwin and company controller Darrell Davis—the "pricks," screwing us over—that they almost decided not to show up at the bargaining session. Then Mr. Byrnes using table (bargain in bad faith) if we continued to print flyers that detail his bargaining session over our flyers? If Mr. Byrnes had spent this long jerking off in booth instead of at the table at least 100 bucks, but most of us charge a lot more to play the submissive or wear a gag. We would have been able to do it for free at the table. Mr. Byrnes' attempt to intimidate us into docile compliance was a time-consuming failure, so we took a break and he changed his strategy.

A KINDER, GENTLER BYRNES
Some instructions

- Some instructions from Colleen and Darrell during a caucus seemed to magically transform him from a demanding booth customer into a downright sensitive new-age guy. Finally, we got a chance to submit our contract proposals. The new and improved Byrnes told us the company really "ears us" on a lot of issues. He thought many of our proposals were "fabulous," but they weren't ripe to formally agree on anything. We did reach a tentative agreement on setting up a joint labor/management committee to revise to standards. Check out the purple binder for all the contract proposals we submitted. Although management claims to have "philosophical problems" with our proposals that would require the company to pay us more money, they don't seem to have "philosophical problems" paying hundreds of dollars an hour to their lawyers. The company's "philosophical" position, according to Mr. Byrnes, is that we don't deserve benefits because we're paid "above market value." We explained that there's nowhere in town women do shows as sexually explicit as ours are for \$11 an hour.

BACK TO BOOTH

Mr. Byrnes got very attentive during this part of the discussion. For Private Pleasures we proposed a 70/30 split, reducing the 55 show time to 2 minutes and 15 seconds, reinstating PP training, and paying PP trainers a \$50 training fee on top of their commission. Mr. Byrnes was eager to talk about what we do in Private Pleasures, and even asked us to write down a list of the types of shows available and what the prices are. (No problem here, would you like it laminated?) We said a price list was something best discussed later, at labor/management committee meeting, but Byrnes insisted on the information as soon as possible. Even Byrnes' usually quiet sidekick Mr. Brown (AKA "Smuthers") quit staring at Velvetine long enough to ask a question about double troubles. After we mentioned that one of the reasons we want PP training shifts reinstated is so that new dancers can be shown how to deal with abusive customers, Byrnes asked if any customers were nice. Velvetine told him some of them need more discipline than others.

THE NEGOTIATORS: Our union rep Stephanie Batery, Isis, Decadence, Scott R., Jane, Velvetine, Naomi and Elise. Cinnamon and Ramona were present as observers. Talk to these people for more details, or if you'd like to be an observer. Mr. Byrnes' show is highly recommended by all in attendance, a real five-star mindfuck.

WORDS OF THE DAY: SCOTT R. (AKA "Scotty")

WORDS OF THE DAY: SCURRILOUS—adj. obscenely abusive, coarsely jocular, **FABULOUS**, and **NEW PUSSY**—Mr. Byrnes delighted in repeating this term as often as possible, despite how offensive he claimed it was. In his opening salvo, he accused us of sexually harassing ourselves (??) by writing in a letter to new dancers that a “new pussy” on stage is especially profitable for the company. Management seems to be in denial about what’s for sale here—it’s not new elbows that bring in the big bucks.

THE COST: We estimate this session cost the company \$100,000.

THE COST: We estimate this session cost the company at least \$2400 in legal fees.

THE LL BARGAINING COMMITTEE-EXOTIC DANCERS UNION-SEIU, LOCAL 790

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voluntary, so it's possible for management to convince new hires not to join the union, and weaken support. In an **agency shop**, every employee has to join the union and pay dues, or just pay dues. In a **union shop** everyone has to join the union as a condition of employment.

- **Work Rules.** It's hard to get an employer to agree at the bargaining table to negotiate any future changes in work rules with the union. As long as the proposed rules don't violate the contract, your boss can impose them. However, it's usually possible to get him to agree to meet and confer with the shop stewards about any proposed new rules, and you may be able to prevent undesirable rules from getting implemented by raising hell in the "meet and confer" meetings. If an actual list of rules is included in the contract, they can't be changed, added to or deleted, except by mutual agreement. It's to your advantage to keep this list out of the contract; it will take forever to argue about it with your boss's lawyers there, and if it's not part of the contract, you've at least got a shot at needling your managers to get rid of the rules you don't like later, away from the bargaining table and company attorneys.
- **Grievance and Arbitration.** This is the tool you'll have to enforce the contract. If management violates the contract, this section gives you the right to "grieve" whatever management did, and ask them to undo their mistake. If you can't resolve the dispute in a grievance meeting, you'll have the right to take the grievance to arbitration. An "arbitrator" is an outside, third party "judge" who resolves union/management disputes.
- **Shop Stewards.** This section specifies how many shop stewards management will recognize as representatives of the union, but not *who* they are—this is for the workers themselves to decide. The shop stewards will probably be many of the same people on the Bargaining Committee. Their job is to make sure the company adheres to the contract, and to file grievances when it doesn't. Other shop steward responsibilities include talking to new hires about the union and asking them to join, answering questions about the contract and employee rights on the job and representing co-workers in individual grievance and disciplinary meetings with management. If a worker gets called into the boss's office because she's "in trouble," her **Weingarten Rights** guarantee her the right to bring a shop steward with her to advocate on her behalf.
- **Just Cause.** This is the section that guarantees workers some **job security**. Managers can't fire people for any reason they want; they need to show "just cause" for termination or disciplinary action. Just cause is the standard arbitrators use to determine whether or not a termination was "fair." In order to establish just cause, your employers will have to prove the fired employee had "sufficient warning" that whatever she did would result in termination, that whatever she did was in violation of a "legitimate work rule," that management conducted an "investigation," that the company had "sufficient evidence" to document the fired employee's guilt, that the punishment was applied even-handedly, without favoritism, and that the punishment fit the offense (the employee wasn't fired for a minor infraction). If you take an unfair termination to arbitration, the shop steward and union rep will try to prove that your boss did not have just cause to terminate. Although this clause is standard in every union contract, we had to fight like hell to get it in ours. In the company's original just cause proposal, they reserved the right to fire any dancer who had worked for the company longer than two years, and any other dancers because of "appearance, sexiness, variety when compared to other dancers, availability, newness, attitude, seductiveness, flirtatiousness, customer interaction, customer satisfaction and taste, burnout and attendance." Only in this industry does a worker get less valuable the longer she's been with a company. After our job action and picket (see Chapter 7), the company finally submitted a less offensive just cause proposal.

- **Wages and Benefits.** This stuff may appear in more than one section, but what's generally covered are wages, commission splits, holiday and sick pay, and health insurance. If you're trying to eliminate or limit "tip out" or "stage fees," this is the section that will address that issue. If you didn't have any benefits like sick pay or health insurance before you organized, it's unrealistic to expect material improvements like these in your first contract. Focus on securing rights and protections in the first contract; fight for benefits the second time around. The only "benefits" of this sort we managed to get for dancers in our first contract was one paid sick day and time and one-tenth to work New Year's Eve, and that was after a major battle. The company wouldn't agree to any more benefits for dancers because we're all part time, but they did agree to health insurance, holiday pay and paid personal leave hours for the cashiers and janitors who work full time. In our second contract we won time and one-half on New Years and up to four paid sick days.
- **Management Rights.** This is the part where management gets to say "it's mine! it's mine! it's mine! it's mine!" This section lists all the things management gets to do like hire, fire, promote, buy new furniture, remodel the stage, change the lighting, etc. Management will want this section to be as long and specific as possible, and you'll want it to be short and vague. We tried to get the Lusty Lady to agree to a sentence at the end that said "Management rights will not be exercised in a capricious or arbitrary manner, and shall be reasonably applied" but they rejected that proposal. This part is more bark than bite, and other parts of your contract might limit some of the things the management's rights clause says they can do.
- **Strikes and Lockouts.** This section says that in exchange for the right to file grievances and take disputes to arbitration, the workers have to give up their right to strike, picket and do job actions. This is not a fair trade; justice was swift after our picket, but would have taken months if we'd had to file a grievance. We wasted hours and hours arguing about this section of our contract because management's first proposal included a media black-out and prohibitions on talking or writing about the union. They eventually backed off the gag order. If you need to picket after you ratify your contract, you can ask other people to picket for you so nobody gets fired for violating this clause (see "Have Others Picket FOR You" in Chapter 7). This section also prohibits management from locking you out, although they'll still retain the right to close for "economic" reasons, which is what employers usually claim they're doing during a lock-out (see Chapter 14 for more about lock-outs).
- **Legal Protections.** Even though state and federal laws already cover things like race and sex discrimination, sexual harassment, OSHA regulations, overtime pay, medical and family leave, pregnancy leave, and pregnancy discrimination, it doesn't hurt to reiterate—and try to strengthen—legal protections like these in your contract.
- **Preamble.** This part is at the beginning and it may seem kind of superfluous. It will probably say something gushy like "the parties agree to treat each other with mutual respect, courtesy and trust," and make it sound like you and your boss are going to ride off into the sunset together. When management does something that's clearly fucked, but that doesn't really violate any specific clause in the contract, you'll file a grievance that alleges they violated "the spirit of the preamble."

THE LAST, BEST AND FINAL OFFER: RATIFY OR STRIKE

After each side has moved as much as it's willing to, management will submit a "Last, Best and Final" contract proposal. Accept it and you've got a first contract, reject it and you've got a strike. This is the offer that you'll take back to the workers for everyone to vote on. We held a

series of coffee shop meetings (see "Meetings" in Chapter 8) to discuss the Last, Best and Final offer—its benefits and shortcomings—with as many workers as possible, and wrote up a summary of the proposed contract for people to read at work.

Sometimes bargaining committees recommend that the workers ratify the Last, Best and Final. Other times they recommend that the workers vote to strike. Our Bargaining Committee didn't make any formal recommendation, and left the final decision up to the rest of the workers. Our final offer gave us many of the rights and protections we'd been fighting for, but had a very strict late and no-show policy. Before the contract, we had our pay cut (by half sometimes) for lates and no-shows, and although the contract outlawed the pay-cuts, it did allow the company to fire us for being late or no-showing more than a couple times. Management's Last, Best and Final offer also didn't include the union security clause we'd been struggling to get. We wanted an Agency Shop clause, which would have required all workers to pay union dues, and prevent "free riders" from reaping the benefits of our new contract, but not supporting the union. But management's offer included an "Open Shop" clause, which meant workers could choose not to join the union. We feared management would discourage new hires from joining. In our rank and file meetings, we talked about what a strike would mean (see "Strikes" in Chapter 7). If we lost a strike, everything would be off the table, and we'd risk losing the union. After a lot of discussion, the workers voted to ratify the offer, despite some reservations.

• **Contract vote logistics:**

You can hold the vote at a coffee shop or bar near the club. People on the Bargaining Committee should be there to answer last-minute questions, but someone who wasn't on the Bargaining Committee should monitor the ballot box and count the ballots. The contract vote is an internal union vote, it's not run by the NLRB like the election was. The choices on the ballots should say "Yes, I vote to accept the contract" and "No, I vote to strike." The contract goes into effect the minute the workers ratify it.

HERE'S WHAT WE'RE VOTING ON—THE CHOICE IS TO ACCEPT THIS OFFER OR STRIKE
The contract vote is on Thurs 4/3 & Fri 4/4

AUTOMATIC RAISES for dancers, every 4 weeks (or faster in the beginning) until \$21; top dance wage \$25. Most dancers will get raises; if you've been working here over 7 and 3/4 months, you'll be at \$21. **NO MORE RAISE DELAYS OR PAYCUTS FOR ANY REASON, EVER.** Automatic raises for support staff too; ss top wage \$13.50; most will get raises.

JUST CAUSE. We can't be subject to disciplinary action or fired without a reason and without warning, and management will have to be able to prove they have a good reason in arbitration (see below). We are no longer "at will" employees.

GRIEVANCE & ARBITRATION. This is the weapon we have to enforce the contract. If we are treated unfairly, or if management violates the contract, we have the right to file a grievance. If our grievances aren't resolved, we have the right to take them to arbitration (a third party "judge" settles the dispute).

NO MORE ONE-WAY WINDOWS unless two-thirds of the dancers vote to reinstall them.

PAID PREP TIME. Dancers paid to get ready 15 minutes before shift at regular dance wage.

HOLIDAY PAY for ss, 4-5 days per year at time and one-half. For dancers, time and one-tenth on New Years.

PAID SICK DAY. One per year for dancers.

HEALTH INSURANCE & PAID LEAVE HOURS for support staff only; better than current policy.

JUKEBOX PAY. \$12/hr to program jukebox and write playlists.

LABOR/MANAGEMENT COMMITTEE. Here's where we'll try to resolve disputes over contract interpretation. Proposed new rules will be discussed here first to make sure they're consistent with the contract.

SHIFT "GUARANTEES." Not a guarantee technically, but if you've got at least 3 months seniority, you can grieve if you weren't given enough shifts, or if your proposed shift trade or replacement was unfairly rejected. Management said at the bargaining table they will no longer reject shift trades or replacements because of hair color anymore.

MEETING PAY \$14 per meeting for all mandatory meetings or disciplinary meetings held when you're not working.

SHOP STEWARDS to represent co-workers in disciplinary or grievance meetings; paid up to 8 hrs/month total.

PP TRAINING SHIFTS. Trainer and trainee split the take 70/30, zero for the company. Regular PP pay the same as it is now.

DISCIPLINARY WARNINGS ERASED from everyone's files six months after they were issued, or sooner if specified in the warning.

THE POINT SYSTEM. Each late is 4 points for dancers, 2 for support staff; each excused late is 2 points, each no-show is 6 points; each excused absence is 3 points for dancers, 2 for ss. If an excused absence is due to illness, you get 3 points total per illness regardless of how many shifts you miss. If you call in sick, you must give 2 hours notice to be excused. No points if you cover your own shift. Points erased 6 months after they're given; if you accumulate 12 points, you're fired. There's no requirement than management has to give points, so there's some room to negotiate, but don't rely on this technique. We can grieve points if they aren't administered even-handedly. The point system is the price management is making us pay for the automatic raises. If they can't punish us with paycuts for lates and no shows, they need some other way to crack the whip.

CLOCK-IN CRACKDOWN. The first time you forget to punch in you get a reminder note, the 2nd time (in 6 months) it's counted as a late and you get points.

NO AGENCY SHOP. There's no requirement that anyone join the union, but once you do, you have to remain a member, or at least pay dues. We didn't get the union shop clause we wanted, but management didn't get what they wanted either. The weak union security clause means we all have to talk to new hires about the union, make sure they know the history, tell them about the one-ways, the paycuts, the arbitrary discipline, the way things were before we organized. Encourage them to join the union, and make sure they realize they're the beneficiaries of a long struggle; their rights and benefits didn't come without a fight, and if the union doesn't survive, they could lose those rights in the future.

NO STRIKES/NO LOCKOUTS during the term of the agreement. In exchange for the right to file grievances and take them to arbitration, we have to agree not to strike or do job actions. Not a very fair trade, especially considering our strength lies in direct action. Justice was swift after the picket, but could have taken months if Summer had waited for her grievance to go to arbitration. Unfortunately this clause is pretty standard in most contracts. Management also agrees not to lock us out, but they still reserve the right to close for "economic" reasons, which is what they claimed they were doing during the picket.

THE LL BARGAINING COMMITTEE—EXOTIC DANCERS UNION—SEIU LOCAL 790

Chapter 13

How to Deal with Common Emergencies

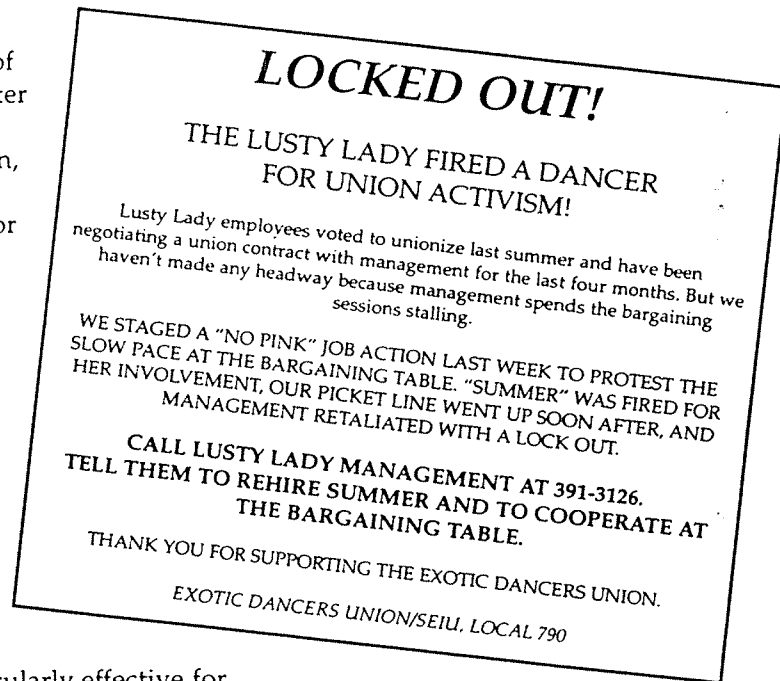
Terminations and **lock-outs** are major blows and demand immediate action. Don't wait around for NLRB bureaucrats to take care of crises like these. And don't let too much time elapse before you respond, otherwise the workers may "adapt" to the injustice and learn to accept another fucked-up situation. Anger is an excellent organizing tool; it motivates people to fight back and keeps people unified. Capitalize on initial gut-reactions. Don't let worker outrage languish and dissolve into acceptance or apathy or fear. Time is of the essence.

Keep in mind that the company is more likely to stage offensive attacks like these at night and on weekends, when the club is open, but the union office is closed. The Lusty Lady always fired people on weekends, and locked us out on a Sunday, and we had to deal with these crises on our own, with absolutely no guidance from our union reps. Warn union staff about this tendency, and ask them if they'll keep their pagers on during "off" hours.

IF AN ORGANIZER GETS FIRED OR SUSPENDED...

1. Contact your union staff organizer or negotiator right away. If you don't have a union, or the union organizer you do have is flaky or inaccessible, call the Exotic Dancers Union/SEIU Local 790 at 510-465-0122 X461.
2. File an unfair labor practice charge with the NLRB. Even if union staff does this for you, the person who was fired will still probably have to go to the NLRB offices to submit an affidavit. The NLRB will investigate your complaint, and if they determine that your termination was indeed illegal, you'll get your job back with back-pay. Unfortunately this process can take forever. (See "Unfair Labor Practices" in Chapter 5.)
3. File for unemployment insurance.
4. The Organizing Committee should inform co-workers — through leaflets or conversations — that one or more of the organizers has been fired, that you've filed complaints, and that dancers who were fired for union organizing in other cities got their jobs back because their terminations were illegal. If this news scares people, or seems to discourage them from supporting the union, stress that what happened was illegal. The law was sometimes reassuring to dancers who were scared or confused during crises in our campaign. Point out that a union contract would help outlaw *exactly this sort of arbitrary discipline*. Remind them that management will never find out who signed a union card, and workers never have to reveal to management that they plan to vote yes.
5. If you have the support, consider picketing in front of the club. Action like this may pressure management to rehire you before the NLRB makes them. Something as drastic as a picket is unwise unless you have a lot of worker support (see "Pickets" in Chapter 7).
6. If you don't have enough support for a picket, consider calling a press conference and shaming club owners in the media (see "The Media" in Chapter 6), and/or doing some

informational leafletting in front of the club (see "Customers" in Chapter 6). These flyers should not discourage customers from going in, but inform them that management has fired union activists, and ask for their support. When you leaflet customers, don't be predictable about it. Pick different peak times like the lunch rush or bar time. If you fear management may retaliate if they spot you leafletting, you don't have to do it in front of the club. Leaflet in the general vicinity, in areas where customers work or hang out, or leaflet the cars in the club parking lot under cover of darkness (watch out for car alarms). The latter tactic was particularly effective for Showboat organizers in Anchorage.



IF YOU GET LOCKED OUT...

1. File an unfair labor practice charge with the NLRB. It is illegal for owners to close the club (impose a "lock out") in an effort to scare you out of voting for the union, or to "punish" you for picketing or staging a job action (see Chapter 7).
2. Everyone who was scheduled to work during the lock out should file for unemployment insurance.
3. Consider picketing to draw attention to the injustice, and to keep customers out if there's still something for them to consume inside (like videos or drinks). Make sure your signs and handbills say "LOCKED OUT." The wording may become relevant later when the ULP charge is being investigated, and it will function as a good visual for the media to use. Management will no doubt claim that the "closure" is due to "economic" reasons or for "remodeling," and deny that what they're conducting is an illegal lock out.
4. Consider calling a press conference to publicize the injustice (see "The Media" in Chapter 6).



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peace out,
miss mary ann, 1998.



CALL US IF YOU NEED HELP!

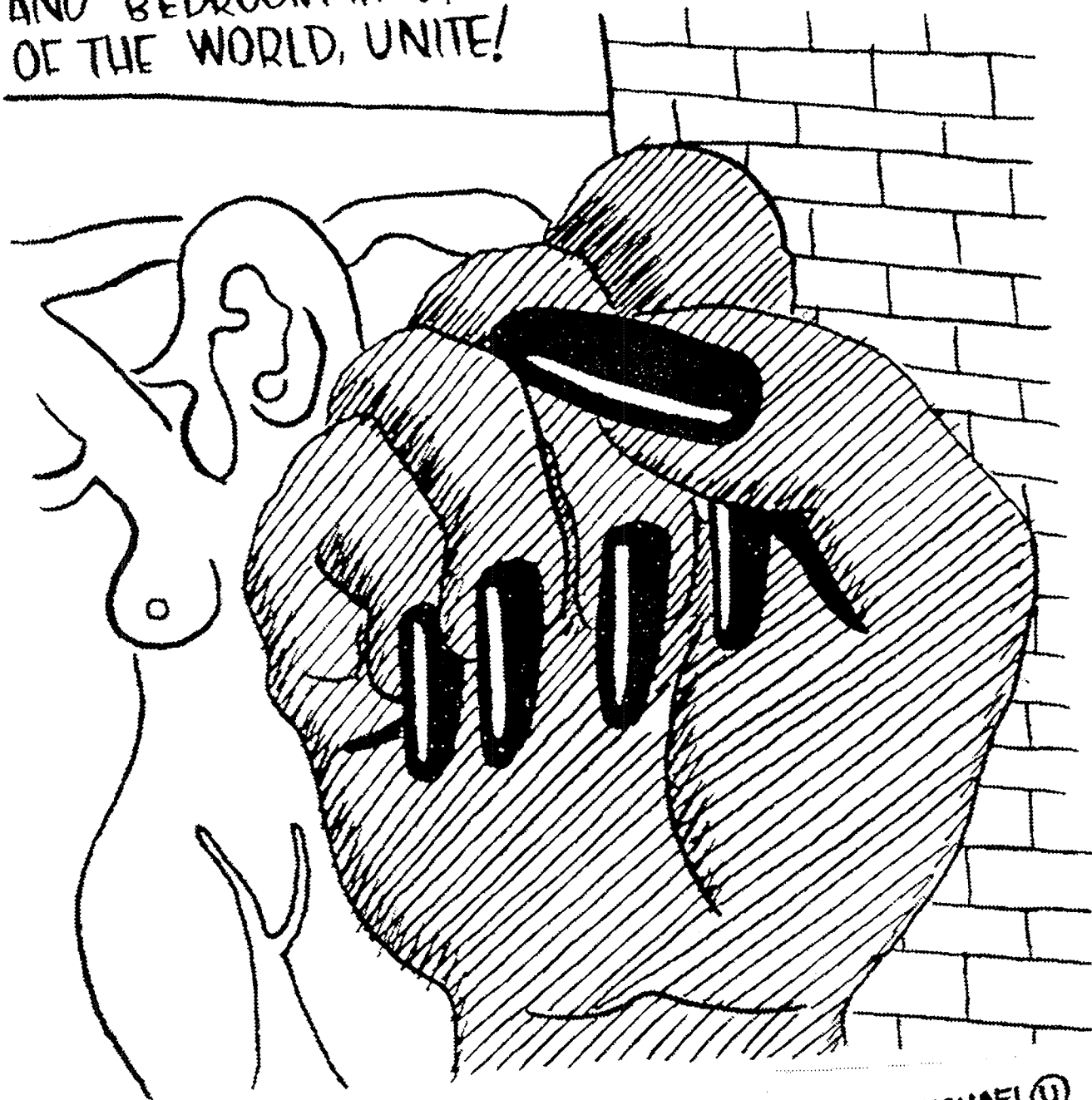
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