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 PINE 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, swirl 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, smash your ass, stroke whatever pubic hair you haven't shaved 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 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 circling jerkng 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
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, we 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 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
$120.00 .................... monthly
$192.00 .................... yearly

This is what most people make in a year!

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 may 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 sand, divided we fall” isn’t just a cliche — 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 “honoroble” 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 De Anza Way, San Jose, CA 95121
21449 Shafter Rd., Sonoma, CA 95476
(415) 863-9077
(510) 845-0540
(408) 274-2166
(707) 956-4366

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 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; you’ll need 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.

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 in, 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
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.
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 verse. 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 hardiwork 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.
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**

20
“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.).

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.)

This is a sample EEOC sexual harassment complaint form filed against the Market Street Cinema in SF.
**STATE OF CALIFORNIA — DEPARTMENT OF INDUSTRIAL RELATIONS**  
**DIVISION OF LABOR STANDARDS ENFORCEMENT**  
**STATE LABOR COMMISSIONER**

### INITIAL REPORT OR CLAIM

#### PLEASE PRINT ALL INFORMATION

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<tr>
<th>YOUR NAME</th>
<th>SOCIAL SECURITY NO.</th>
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<th>PUBLIC WORKS PROJECT?</th>
<th>WAS YOUR JOB UNION?</th>
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#### AGAINST

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#### WAGES — CONDITIONS OF EMPLOYMENT

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<th>IF YES, ON WHAT DATE?</th>
<th>CHARGES FOR SHORTAGES?</th>
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<th>UNIFORM / TOOLS REQUIRED?</th>
<th>WERE YOU PAID AT RECORD OF HOURS WORKED KEPT?</th>
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#### BRIEF EXPLANATION OF ISSUES (Use Additional Sheet If Necessary)

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

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(Signed)  

Address  

OLSE 1 [REV. 1/91]  

INITIAL REPORT OR CLAIM
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 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.

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**SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO LOCAL 790**

**“Bad Girls” Negotiate Good Contract**

Strippers who 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. 481

The recently unionized dancers, cashiers and janitors of the Lucky Lady, an adult entertainment club, were set to accept the contract they negotiated over the last five months.

This contract is the only one covering strippers in entertainment in the USA. Not only momentous for the sex industry, it also secures rights absent in most union contracts. For instance, in an industry where doesn’t guarantee work, the EDU contract has guarantees for work shifts and a grievance procedure.

Dancers at the Lucky Lady began organizing over a 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 "we don't have the right to get another job," and hired the infamously and easily union-busting law firm Litler Mendelson.

The workers were not impressed by Litler Mendelson's tactics and overwhelming faith in union in August. For the first three months of negotiation, management and their Litler Mendelson representation seemed reluctant, spending much of their time issuing the dancers with complaints 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 any dancer not to continue their practice of firing out dancers who reach top wage in favor of underpaid new here.

After workers showed their discontent with the pace of negotiations with a unified action, management used a typical Litler Mendelson tactic and fired one dancer ("Summers") a single modernist in an effort to scare the rest of the workers. Their plan backfired. The next morning, and over the Management locked out the dancers, causing a loss of wages for 2 and a half days, but the workers negotiated with management 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.
Strippers Union, Local 790

By Katherine Selman, special to The Examiner

Casting lots 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 $7.15 to sign up with the Service Employees International Union, Local 790.

The employees at the club at 1033 Kasumy 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 work in the sex industry.

“This means the world to them,” she said. “It’s important not just to workers here, but to workers world over.”

About 100 dancers and their supporters celebrated outside the club early Sunday as music filled the air.}

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 Gail Martin
Chronicle Staff Writer

Dancers have been known to work in some pretty strange places, and theustyLady is no exception. Sandwiched between the neon lights of the Tenderloin and the seafront piers, this nearly 100-year-old club has been a fixture of San Francisco nightlife for decades. It’s not just the dancers who have been here for a long time; the building itself was built in 1924.

But the brassiere-clad performers aren’t the only ones who have been around for a while. The current owners, who took over the club in 1995, have been working hard to keep the tradition alive. One of their main goals is to bring back the lively atmosphere that used to be so characteristic of the club.

“We want to bring back the fun,” said co-owner John Smith. “We’re trying to create a place where people can come and have a good time.”

To do this, they’ve been making several changes to the club. One of the biggest is the addition of a new stage, which will be used for a variety of performances, including live music and comedy acts.

“People love to see something different,” said Smith. “We want to offer them a variety of options.”

The changes have been well-received by the patrons, who say they appreciate the effort put into making the club more enjoyable.

“I’ve been coming here for years,” said regular customer Laura Lee. “I love the new stage. It’s really added to the atmosphere.”

But the changes haven’t been without controversy. Some local business owners have expressed concern that the new stage will detract from the character of the neighborhood.

“I don’t see how this will benefit anyone,” said local business owner Jack Brown. “It’s just going to bring in more noise and traffic.”

Despite the opposition, the owners are determined to continue making the club a fun and lively place to be.

“We’re not going to let anyone stand in the way of our vision,” said Smith. “We’re going to do what we can to make the club the best it can be.”

And that’s exactly what they’re doing, one change at a time.

—By Gail Martin, Chronicle Staff Writer
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 Velvet and Amnesia — may not rank up there in the peep show industry, but they have achieved a milestone for the only one in the nation among strippers in the sex trade.

On April 4, the Lusty Lady's roughly 25 nude dancers as well as its approximately 15 beavers, cashiers and other workers ratified a one-year agreement with club management, providing some relief from the old crooked deal that left them low on the totem pole of a huge corporation, Dancers, Inc., a national chain of "exotic dancers" on a stage.

The one-way glass allows customers to clandestinely make videos or pictures for porn fliers or the like. Dancers objected, some as much as because they were trying to keep their line of work secret from friends and family. Dancers under the one-way glass to men and women-betagging mammarys like lola and back in the day.

The Lusty Lady — not a bar, but a 24-hour live and video peep arcade in the city's North Beach district — is the only one in the nation among strippers in the sex trade to have such a facility.

The new contract is the latest in a series of agreements for strippers across the country, says Stephanie Bates, chief negotiator for Local 790. It is sure to be a significantria and anger others. Excerpt below. TOM KUNTZ

AGREEMENT

This Agreement is made and entered into by and between MULTIVUE P/N 001 C/O THE LUSTY LADY (hereinafter referred to as the "Employer") and Local 790, 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 operations 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 entertainment, and that employment at the Lusty Lady is a temporary, part-time basis, for all dancers. This Agreement is for the purpose of establishing such harmonious relations and constructive relationships between the parties so that such results will be possible. It is also the mutual intent of all the parties that all Lusty Lady employees, managers and Union Representatives in their work so that all of the parties agree to the Agreement, and that such provision in the Agreement is for all those clients.

Ms. Bates, the union negotiator, said the contract provision on discrimination is in keeping with the San Francisco area's diverse labor pool.

The Employer and the Union agree that they shall not discriminate against any employee on the basis of sex, religion, national origin, age, sexual orientation, marital status, sexual harassment, assault, sexual harassment, or any other protected classification that is prohibited by state or Federal law.

Odd as it may seem, in a place where customers can make money for the dancers and have them, but the contract forbids it. Ms. Bates said that because performers are sometimes customers by sex and the on-call basis.

One provision requires management to provide written performance evaluations of dancers. An other sets forth guidelines for discrete.

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 while performing, customer interaction or relationship.

The contract covers only performers and other employees.

The Employer maintains a strict policy prohibiting harassment of employees or applicants or harassment of another's work performance or that 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.

The contract includes a pay scale for dancers ranging from $13 an hour for new hires to $22 an hour for the club's most experienced. (The dancers also get tips.) There is an extra pay for working the "Private Pleasures" or "Red Light" booth, or for the negotiating with customers on the "Private Pleasures" or "Red Light" booth.

Talk booth pay will be 50% of the gross receipts,
Exotic dancers ready to unionize

Lusty Lady women would be pioneers in their profession

By Eric Braill

Dancers want union election

By Helen Jung

Anchorage Daily News

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

— Nina Rose, dancer

The dancers are working with the Hotel & Restaurant Employees Union. Local 787. They have filed a petition with the National Labor Relations Board asking for an election to unionize at the Showboat. Some dancers also 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 "Vaggy" are unveiling their campaign to the public, hoping to attract the union's support.

Continued from Page F-1

pay club owners a daily rate. For example, dancers at Sands North earn $7 an hour 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 shift. If the dancers don't sell enough drinks, they must make up the difference.

The dancers object to paying for performance, Brawley said. But they said that the burden on dancers has shot up since earlier this year when they paid $55 a day on weekdays and 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 covered in broken glass and there's the potential for a serious injury, she said.

But the Showboat's owners said they have spent thousands of dollars in lighting and sound equipment to make the club a more attractive and comfortable environment for customers, and have increased the rates charged for dancers but noted that it was the first increase since 1994.

The dancers' payments and other aspects of their work are the only way that the club stays in business, said Jim Goedt, a co-owner and president of the Showboat.

Goedt said he doesn't oppose a union but says that any problems are happening in the dancers and that the union is not a help 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 called themselves, went back to the hotel and restaurant union, which understands "what it means to live in this industry.

This time, the dancers had found a partner in their struggle.

"We're willing to wipe the slate clean and start over for the working class," said Rose Conner, business representative for the hotel and restaurant union.

Customers largely have been supportive of the dancers' unionization efforts, Varni said. As for the other, the union has been invited to the business by the nature of its business, Brawley said.

"This is not a union 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.

S.F. exotic dancers ready to unionize

unlicensed work force, management at the 25-cent-a-dance club did away with the one-way mirrors. But the dancers had to put together an alliance of labor, management, job security, guaranteed hours, elimination of favoritism, sick leave, health insurance.

June Cade, general manager of the Lusty Lady, said, "We feel that a union would be a good thing here. We have a very flexible arrangement, and unionists aren't fussy 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 — three women and one man — who were asked to give their stage names were 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 playing at crucial level a few feet away.

Pay ranges from $11 an hour for beginning dancers to $75, the house is flexible, and management is a cut above the industry standard. Dancers are employees, not independent contractors, and they don't have to pony up "stage fees" to club operators. A dancer who performs three to six-hour shifts a week can make about $320 a week.

The Lusty Lady is a popular tourist attraction that advertises in the newspapers 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," said Jane. "We perform a real service. If we shut down, you're going to see a lot of tension going on."
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."

* 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.

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<td>✓ They have fired every union activist.</td>
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<td>✓ They continue to charge the dancers $110.00 to work every night.</td>
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<tr>
<td>✓ They keep increasing the door and drink prices.</td>
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<td>✓ There are charges being filed against them for tax evasion, wage and hour violations, racial discrimination, and sexual harassment.</td>
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Please join our picket line on Friday, Nov. 7, at 10:00 PM.

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.
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 restated the promise of the union to use only the grievance procedure to handle individual employee 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 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 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 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.

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**A MESSAGE FROM MANAGEMENT**

**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 700.

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 name 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 the information if we weren’t required to do so.

We want you to be aware of this because there have been past in-
stances of local 790 bothering people at home during election cam-
paigns. While we are hoping that the union will not do this to you, you
are still 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 ad-
dresses may be available to anyone who requests it under the Freedom of
Information Act. Your legal name, addresses and connection with the
Lusty Lady paycheck 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 im-
portant 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!

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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 better 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 skip 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 SEU wins the election here, the Lucky Lady would be required to bargain with the union. This does not mean that there would automatically be a union 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 call, but the legal negotiations our attorneys would deal with the union’s professional negotiator. Our wages, hours and working conditions and our business.

3. WHAT HAPPENS TO EMPLOYEES WHILE BARGAINING CONTINUES?

During negotiations with the union, federal law prohibits you from making any new changes to our wages and benefits. This means that any wages and benefits would not be frozen during this time.

4. WOULD THERE BE A CONTRACT?

The union can’t guarantee this. Bargaining could continue for a long time. If you think it’s fair to say that bargaining could last at least several months and possibly a year 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 SEU PROMISES BE BELIEVED?

A: No! When you hear SEU promises of better pay, working conditions, etc., just remember the SEU never signs your paycheck with it. The SEU can’t deliver or guarantee your job back with it. The SEU can’t make promises anything. The SEU’s the only thing is that the people who write collective bargain- that some day there will be good faith collective bargain- ing 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

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

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NOTICE TO ALL EMPLOYEES

WE HAVE RECEIVED COMPLAINTS THAT EMPLOYEES ARE INTERFERING WITH OTHER EMPLOYEES IN THE PROPOSAL UNION. CERTAIN CLAIMS THAT HARASSMENT AND INTIMIDATION HAVE OCCURRED, ANY CONDUCT OF THIS NATURE MUST STOP IMMEDIATELY.

THE SHOWBOAT MUST BE A SAFE, HARMFUL PLACE TO WORK.

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

ALL EMPLOYEES ARE EXPECTED TO CONDUCT THEMSELVES IN A PROFESSIONAL MANOR.

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.

GOOD MORNING AND BEWARE...

When employees try to organize, employers often use forums such as the mandatory meeting you are attending today 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 some concessions in an effort to buy us off. Management's first concession was to remove the one-way. Complaining as individuals got nowhere. Action was taken only after we brought the union in and spoke collectively.

In an effort, Orwellian attempt to reverse history, management is denying some recent changes are concessions, and instead claims 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 there's been company policy that we replace our own shifts, and if we were unable to do anything, we were required to come to work sick, or suffer a pay-cut for a nervous breakdown.

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 present at the last meeting to explain why they opposed the union, the first response has come up with the claim that we would be controlled by middle-aged white men in suits. This has been backed up with stories of violence, including beatings, arrests, and injuries to workers.

The reality is we would like to make it clear that we are not trying to intimidate or silence workers. We are not trying to control or manipulate you. We are not trying to stop you from speaking out. We are here to listen to your concerns and to work together to make this a better workplace.

"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 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."
DEAR NEW DANCERS:

Welcome to the Exotic Dancers 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 club in the country.

We started organizing in April of this year after we discovered that customers were routinely and clandestinely filming us over ourGrant’s cameras. The union’s legal counsel immediately filed suit. We complained to management about the problem for months, but because the oneway problem was severe, we eventually decided to remove them. But we were told by our general manager June Cadle to “get your head out of your ass” if we didn’t like it and announce our intention to leave the premises.

Although the one-way problem had been solved temporarily—June made sure not to “be around” the equipment—we had to face the fact that the business aspect of the operation, even if we could not be involved in the operation, was not as simple as we thought. Our legal counsel was clear: if we were to face the company, we would be faced with a lawsuit that we could not win. We could have been held in contempt of court, but that wouldn’t have been enough. The company’s strategy was that if it could not win, it would not lose.

Our situation was not unlike the situation of the workers who were completely aware of the problem, but were unwilling to face the company. We were told that if we were to face the company, we would be held in contempt of court. The company’s strategy was that if it could not win, it would not lose.

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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 go out 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 you see them that explains why you want a union, and fills new dancers 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 has 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

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**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 “free,” or “free” for the length of the show, and this is how the company makes most of its money. In addition, we’re probably negotiating a union contract with management and their lawyers since October. This contract is in your contract too, so if there are any concerns about the union’s negotiating tactics you should read the union’s contract negotiations. The Lusty Lady dances, and the other clubs in town are generally open about what they charge. If you have any questions about how much money management is making off your show, the company makes $50 and you make nothing.

Unfortunately this lack of transparency is not limited to Amateur Night. This business profits from our labor, and until recently we had little say about how it was spent. Our dancers are not like restaurant servers or retail workers. They are not unionized. Our dancers are not like restaurant servers or retail workers. They are not unionized. Our dancers are not like restaurant servers or retail workers. They are not unionized. Our dancers are not like restaurant servers or retail workers. They are not unionized.

If you decide to work here, the contract we’re negotiating now will be your contract too. But the improvements we’ve been fighting for are in the contract too. We’re fighting for a living wage and no union abuse. We’re fighting for a living wage and no union abuse. We’re fighting for a living wage and no union abuse. We’re fighting for a living wage and no union abuse. We’re fighting for a living wage and no union abuse.

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

**The Lusty Lady Bargaining Committee - Exotic Dancers Union 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 $25.00 and three drinks, bmmmm. Deja 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 JIM’S FUTURE IS TAKEN CARE OF BECAUSE OF THEIR OWN HARD WORK!!!

AS FOR YOU GRIEVANCES.... 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’.

LITTLE MENDELSON

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Alan S. Levin is a shareholder of Littler Mendelson, resident in the San Francisco office.

WOMAN OWNED AND OPERATED?

Right now, neither the show directors, nor June Cade is running the Lusty Lady. Alan Levin 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 an article in 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 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 paycheck was “Jane” and admitted that her lawyers wrote it. June also admitted that her lawyer Alan Levin was a “brick.” 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 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 $500 on his kid’s 5th birthday party! The company could have paid for health insurance for club’s labor costs are nothing, in fact WE pay THEM for the right to come to work! Even if we go to keep of the money we make each shift, it’s unlikely a little more 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 awaken 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 an 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 stiffs.)

- **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.
BARGAINING UPDATES

After each session, we wrote a bargaining update leaflet for distribution at work to keep people informed about what happened at the table—and to keep people unified. These leaflets don't have to be long and detailed, just pick a couple issues to highlight. Our updates were particularly effective at dividing management from their lawyers. Although we'd occasionally stroke management in our reports when we reached agreement on an important contract item, we always tracked their lawyers unmercifully. At the bottom of our flyers, we would estimate the session's cost in legal fees, and calculate the number of paid sick days, health insurance plans, etc. the company could have financed with that money instead. Be sure to temper the bad news with the good; print your victories in the headline.

KEY PARTS OF A CONTRACT

Although you'll have articles in your contract that address issues unique to your club, most union contracts—including the Lusty Lady contract—include sections on the following:

- **Recognition.** This section just says your employer will recognize you as a union.
- **Union Security.** This section specifies whether or not employees will be required to join the union. In an open shop, union membership is

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WELCOME BACK SUMMER!

We went! After bargaining all day, management and their lawyer Alan Levine agreed to rehire Summer late Tuesday night. Although Summer was rehired, management insists on suspending her from work until next Tuesday because, according to Levine, she broke a rule by refusing to do push-ups. This is a situation that is too often as possible, called "runaways". Management's "no push-ups" policy is really an attempt to limit the number of workers who will come to work next Tuesday. According to Levine, the policy is designed to limit the number of workers who will come to work and to prevent any potential "runaways" from coming to work. However, the policy has been met with a variety of reactions from workers, with some agreeing with the policy and others expressing concern about the impact of the policy on worker rights. Our union will continue to negotiate with management to ensure that the rights of all workers are protected and that the policy does not unfairly limit the number of workers who are able to come to work.

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THE LL BARGAINING COMMITTEE--EXOTIC DANCERS UNION--SEIU, LOCAL 790
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 got 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 "arbtor" 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 Year’s 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!” 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.

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**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 PAYOUTS FOR ANY REASON. EVER. Automatic raises for support staff too; $20 wage $12-30; 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.

**GRIEVANCES & 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 in a room sign on.

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

**HOLIDAY PAY.** 50-100% of your usual wages on any days you work.

**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 “GUARANTIES.”** 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 time or replacement was unfairly rejected. Management said at the bargaining table they will no longer object to shift changes 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 6 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 staff. If an excused absence is due to illness, you get 3 points 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 erase 6 months after they’re given; if you accumulate 12 points, you’re fired. There’s no requirement that management has to give points, so there’s some room to negotiate, but don’t rely on this technique. We can’t reverse points if they aren’t administered evenhandedly. 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 serve 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 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 789**
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
**INFOGRAPHIC:**

**LOCKED OUT!**

**THE LUSTY LADY FIRED A DANCER FOR UNION ACTIVISM!**

Lusty Lady employees voted to unionize last summer and have been negotiating a union contract with management for the last four months. But we haven’t made any headway because management spends the bargaining sessions stalling.

**WE STAGED A “NO PINK” JOB ACTION LAST WEEK TO PROTEST THE SLOW PACE AT THE BARGAINING TABLE. “SUMMER” WAS FIRED FOR HER INVOLVEMENT, OUR PICKET LINE WENT UP SOON AFTER, AND MANAGEMENT RETALIATED WITH A LOCK OUT.**

**CALL LUSTY LADY MANAGEMENT AT 391-3126. TELL THEM TO REHIRE SUMMER AND TO COOPERATE AT THE BARGAINING TABLE.**

**THANK YOU FOR SUPPORTING THE EXOTIC DANCERS UNION.**

EXOTIC DANCERS UNION/SEIU, LOCAL 790

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**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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This revolution cannot be won alone. Workers in every peep show, nudie bar, brothel, adult bookstore, massage parlor, porn studio, phone sex bank, dungeon, and bedroom must rise up! Sex workers of the world, unite!