



Process to Setup an AFGE Microsite

For More Information Contact: Dan Riehl - (202) 656-0477 or email daniel.riehl@afge.org

1. Before the training session begins, the AFGE Microsite User Agreement will need to be returned and signed by the affiliate's lead officer (local president or council president, etc.) and both website administrators.
 - a. Union Liability Insurance is optional.
 - b. **For questions, additional information, or to discuss please contact:**
Matthew.Milledge@afge.org
2. Fill out the Web Planning form located at <https://www.afge.org/webplanning> or email post@afge.org with questions. Submitting this will get you in line to be trained.
3. Once the form is completed and submitted to post@afge.org, AFGE's Microsite Coordinator will reach out to your listed web contacts to schedule a training session (remote online training available via Join Me).
4. After the training session has been completed, access to the Local's Microsite will be distributed and made available for to affiliate users (Local and Council website administrators on the internet).
5. Once your website is live on the internet it will be the affiliate's responsibility to handle regular updates. AFGE Microsite support will be available to you by emailing post@afge.org or submitting a ticket via the Microsite administrator support website.

Note: All users will begin with limited publishing abilities, which will be lifted after the Affiliate Website Administrators have completed the training and demonstrated ability to manage the website. The limited account settings will be reapplied if an affiliate administrator violates any of the prohibited activity items explained in the AFGE Affiliate Website Program Participant Agreement.

Overview of User Agreement and Microsite Guidelines to Follow

- **Do Not Publish Pages With:**
 - Inappropriate content as outlined under Section 5 of the Affiliate Website Agreement
 - Non-AFGE products for sale or advertisements
 - Unverifiable information or rumors
- **Understand:**
 - The Hatch Act and lobbying communication *Do's and Don'ts*
 - Using proper warnings for restricted content
 - How to talk about PAC on your website
 - Rules for using non-AFGE content
- **Approved Content:**
 - Content found on the AFGE National portion of the website (www.AFGE.org)
 - Content found on any .gov website
 - CBA's/ Other Relevant Government Documents
 - Council or Facility Policies



AFGE AFFILIATE WEBSITE
PROGRAM PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "User Agreement") is entered into this ____ day of _____, 20__ between the American Federation of Government Employees National Office, Washington, D.C. ("AFGE National") and American Federation of Government Employees Local/Council ("Participating Affiliate").

PURPOSE

AFGE seeks to enhance the labor movement's capacity to communicate with union members and their families on labor-related matters through the use of a network of microsites developed by AFGE National for the collective use by its affiliated bodies. The Participating Organization seeks to enhance the online communications capacity of its members/affiliates through the use of AFGE Microsites.

In consideration of the foregoing and of the mutual promises set forth in this User Agreement, the parties agree as follows:

1. Becoming a Participating Affiliate Microsite User

Effective as of the date of this Participation Agreement, the local becomes a Participating Affiliate. As a Participating Affiliate, the AFGE Affiliate is entitled to access the services (the "Services") provided for pursuant to the terms of this Participation Agreement and summarized in Section 2 below, subject to the responsibilities and obligations described below.

2. Services Available to Participating Organizations

Through this User Agreement, the Participating Local will be able to operate its own online AFGE Microsite (the "Website") within the AFGE National Content Management System, including the following functions:

- Access for Web Administrators to manage day-to-day operation of the website;
- Create and add articles to its Websites (original or syndication via AFGE National);
- Create and syndicate photo albums using a photo album tool;
- Create and syndicate calendar events using a calendar of events tool;
- Create and syndicate members-only content to be viewed by website users with the appropriate www.afge.org credentials;
- Post links to publicly available government websites;
- Post links to publicly available AFGE websites

The Participating Affiliate agrees that only its members in good standing may operate the Website including retirees and staff.

Access to AFGE Microsites is assigned to the member usernames used to access the members only content on www.afge.org. By default, presidents and treasurers are assigned to their local's Microsite as an administrator. As newly elected presidents and treasurers are updated in MyLocal the previous president and treasurers access will be removed and reassigned appropriately to the new administrators.

Administrators must be selected by the Participating Affiliate's Lead Officer. Access can be suspended at the request of the Participating Affiliate's Lead Officer.

When a Participating Affiliate has an Administrator that is no longer an AFGE member, or no longer authorized to have access, it is the responsibility of the Affiliate's Lead Officer to notify the AFGE National Microsite Team immediately. If a Participating Affiliate is placed into Trusteeship, the Trustee shall be deemed the Lead Officer for these purposes for the time of trusteeship, and shall have any and all authority to appoint or revoke Microsite privileges.

3. Fixed Elements of the Microsite Templates

The Participating Local acknowledges and agrees that each and every AFGE Microsite maintained under this agreement will contain certain non-changeable and non-moveable sections on each website page for content that is provided by AFGE National.

Specifically, each AFGE Microsite will have the following:

- AFGE will maintain widgets in the right column of each webpage on all Microsites.
- AFGE National will have a set of top level links that will be on all AFGE Microsites with content meant to help AFGE National and all AFGE affiliates.
- AFGE will include a link on each AFGE Microsite to AFGE's privacy policy (<https://www.afge.org/privacy-policy/>).

For the purpose of communicating necessary system-wide messages, AFGE will have the right to post messages on the homepage of each Local Microsite. The Participating Affiliate Website Administrator from time to time may be required to take more training and/or read and respond to emails with updates to the Content Management System.

Participating Affiliates are responsible for the design of images to use within their AFGE microsite, provided, however, that such images shall follow the official AFGE Brand Guidelines.

4. Training and Web Administrators

Each Participating Affiliate will provide two (2) Website Administrators, to be approved by the affiliate's President. The two Website Administrators will work with AFGE National and must complete Microsite training on the Content Management System before being able to publish their AFGE microsite. AFGE's Office of General Counsel will provide guidance on warning requirements and legal limitations in regards to the content that can be placed on the website in certain areas and during certain times.

5. Responsibility for Use of Services

Participating Affiliates agree to follow the guidelines for establishing future upgrades to the Content Management System.

The Participating Affiliate is responsible for all content it posts within its AFGE Microsite and shall follow a hold harmless agreement between the AFGE affiliate and AFGE National for all activity occurring within their respective AFGE Microsites and agree to abide by all applicable local, state, national and

foreign laws, treaties and regulations in connection with its use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data.

AFGE National recommends that the Participating Affiliate purchase liability insurance to cover content on the affiliate website, or to revise current insurance policies to include the affiliate website. AFGE National will provide recommendations for insurance to purchase, but does not financially compensate the Participating Affiliate for purchase of the insurance.

Initials of All
Participating
Representatives

The Participating Affiliate will take reasonable precautions to protect the security of its Website, including without limitation maintaining the confidentiality of all necessary passwords. The Participating Affiliate will immediately notify AFGE National (at IS-Security@afge.org) of any unauthorized use of its account or any other breach of security in relation to the AFGE Microsite.

The Participating Affiliate represents and warrants that its use of any information collected through the AFGE Website will be used in compliance with the privacy policy posted on AFGE's website at <https://www.afge.org/privacy-policy/>.

The Participating Affiliate agrees to indemnify and hold harmless AFGE National and AFGE National's officers, directors, employees, successors and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses (including reasonable attorney fees and costs) arising out of or related to (i) any use of the Services by the Participating Affiliate within the AFGE Microsite or (ii) its breach of any term of this Agreement.

Initials of All
Participating
Representatives

AFGE National does not warrant or make any representations regarding the accuracy, reliability, or any use of information on any AFGE Microsite. AFGE National publishes the contents and any other information on this site on an "as-is" and "where-is" basis, without warranty of any kind, either express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. AFGE National does not assume, and expressly disclaims, responsibility for errors, omissions or misrepresentations in any user information submitted by a user of the Services, or other information that is referenced by or linked to any AFGE Microsite.

AFGE National does not warrant that the Participating Local's use of the AFGE Microsite, or the operation or function of any AFGE Microsite feature, any component thereof, or any Services offered in connection therewith, will be uninterrupted or error-free.

To the maximum extent permitted by applicable law, AFGE shall not be liable to the Participating Affiliate, or any third party claiming, for any damages suffered as a result of the use of the AFGE Microsite.

6. Content

The Participating Affiliate agrees not to publish or communicate through the AFGE Microsite the following types of content: (a) illegal or unlawful content; (b) invasions of personal privacy; (c) pornography or obscenity, or content which would generally be considered to be primarily of an "adult" nature (i.e., content that, if displayed in a movie theater, would be expected to receive an "X" rating); (d) promotions of hate or incitement of violence; (e) violations of copyright, trademark, patent, or any other personal, intellectual property; (f) violations of privacy rights, or content which constitutes

defamation, libel, or slander; or (g) promotes or has items for sale that are not related to AFGE. (Items (a)-(g) are collectively "Prohibited Content.") AFGE reserves the right to remove any content which it believes, in its sole discretion, to be Prohibited Content.

The Participating Affiliate will comply with applicable law regarding political and legislative content on public websites, including insuring compliance with Federal Election Commission, Hatch Act, Anti-lobbying Act, and liable law provisions.

The Participating Affiliate will comply with all internal AFGE policies and procedures that exist at the time of entering the agreement and as to any future ones upon notice.

The Participating Affiliate agrees to not transmit, or allow any Website Administrators to publish, any materials not related to labor unions and the labor movement, federal government or AFGE affiliate activities to the AFGE Microsite.

The Participating Affiliate grants to AFGE National, for the duration of its use of the Services and for the purposes of maintaining and operating the AFGE Microsite, a non-exclusive, worldwide, royalty-free, license to use, reproduce, adapt, publish, distribute, and display any information and material that the Participating Affiliate posts on any AFGE Microsite.

7. Data Collection and Reporting

As the AFGE Microsite Administrator, AFGE National will have access (through a universal-administrative privilege) to the data placed within the system by the Participating Affiliate, or its users, only for the purposes of administration, reporting, and management of the system, except as otherwise specified in this agreement.

For the purpose of providing for and predicting future hosting and server needs, as well as the overall ongoing success of the program, AFGE National will have access to AFGE Microsite reports that show web traffic reports.

The data collected on the AFGE Microsite sign-up pages will be added to the Participating Organization's GetActive (or successor) email communication database. AFGE provides a list of fields (domain, email, source, first names, last name, address line1, address line2, city, state, zip code, phone, ema_local, ema_union, ema_worksite, emajob_title) to the Participating Organization that should be added to a Participating Affiliate GetActive (or successor) database. Each field that is added will be collected from the Website sign-up page. If a field is not added to the Participating Local's GetActive database it will only be collected in the AFGE database.

8. Setup Requirements

The Participating Affiliate shall complete the following actions before it may activate the AFGE Microsite:

I. Provide to AFGE National Website team the contact information for the Participating Organization's two administrators, including name, title, email address, and phone. Additional contact information may be provided for designated recipients of the Officer Update, Question/Suggestion, and Bug Reporting form.

II. Complete the web planning assessment form which will help create the structure, pieces of content and level of effort each local will require for their website.

III. Provide graphics/photos to be used in creating a unique look and feel for the AFGE Microsite (i.e. photos of the area or a description of what the local would like). Keep in mind the photos must be licensed for use via a Creative Commons agreement. Use this URL to search for photos <https://search.creativecommons.org/>.

IV. Provide the needed details for all forms utilized for application support. This includes the Bug Report form, the Question/Suggestion form, and Officer Update and Change of Address (if Participating Affiliate opts to use these). These details include recipient, subject and text as examples; the full details will be requested separately with examples that participants can base their response upon.

V. Participate in a restricted publishing rights period while learning the content management system.

VI. Participate in testing and send feedback when new releases of the AFGE Microsite product are released.

9. Support

The Participating Organization accepts the central role in the regular management of their AFGE Microsite. During the continued testing and building of the AFGE Microsite platform, designated lead administrators at Participating Affiliate shall have an active engagement with the AFGE National website team and/or its designated contractors, by phone and e-mail as the situation dictates. These communications shall take place in as timely a manner as possible and utilize a structure that clearly defines the issues being addressed and the associated urgency.

Participating Affiliate should report any system issue, bug, or other problems using the online support forms that are available at the Support link in the AFGE Microsite administrative page [Note: In the event you cannot access your AFGE Microsite to do this, please email post@afge.org to notify AFGE of this problem.]. The Support link provides access to a series of forms that allow proper reporting of any system issue while also allowing the reporter to define the severity of the problem. AFGE collects the bug reports centrally, and a support ticket number is automatically assigned to ensure reliable tracking and resolution. The forms also allow all site administrators at the Participating Local to submit questions

and suggestions, which go directly to AFGE's Website Team. All forms provide a submission confirmation to the reporter as well as to the designated administrators at the Participating Affiliate where the report originated. In order to ensure timely resolution of critical issues and questions, the AFGE National website team will ask the lead contact at the Participating Affiliate to validate and prioritize bugs and other questions.

The system issues reported will be triaged based on validated severity, user impact, and relation to other work in queue.

10. Security

The AFGE Microsite solution is hosted in multiple availability zones on Amazon Web Services (AWS) for high-availability and resiliency. The system is hosted in its own isolated network. The websites generated by the system are delivered through an application layer firewall to protect from common web application and denial-of-service attacks. Production data is stored in triplicate within each availability zone. At least two AWS availability zones are utilized, for a total of six production copies of data for high-availability and durability. The data is backed up nightly to Amazon S3. Amazon S3 backup data is designed to sustain the concurrent loss of data in two facilities. The entire solution leverages auto-healing capabilities and is monitored 24x7.

11. Termination by Participating Organization

The Participating Affiliate may terminate this User Agreement with 60 days' notice to AFGE. Upon termination of this agreement, the Participating Affiliate will cease all use of the Services.

12. Termination for Breach of Participation Agreement

AFGE National may terminate this User Agreement if the Participating Affiliate materially breaches any provision of this agreement and fails to cure such material breach within 5 days' notice from AFGE National to the Participating Affiliate of such breach. AFGE National may limit a Participating Affiliate's publishing rights if there is cause to do so by violating any part of this User Agreement.

13. Website Audit

AFGE National reserves the right to conduct a brief check of your site to make sure everything is up to standards and the agreement is being properly followed. If a breach of contract is found AFGE National has the right to suspend certain pages until they are fixed by the affiliate. The affiliate will need to respond to fix issues and respond to emails or calls within a specific amount of time depending on the level of severity. Legal or Security Issues need to be addressed within 24 hours or less depending on the urgency of the matter. All less urgent matters need to be addressed in two weeks or less.

14. Service Termination

AFGE National reserves the right to terminate this service for convenience with 90-day notice. AFGE National agrees to make reasonable efforts to provide access to and export of content to the Participating Affiliate.

The Parties agree that they have read this Agreement, understand its terms, had an opportunity to ask questions about the Agreement, and are authorized to enter into this Agreement. The Parties further agree that this Agreement consisting of seven (7) pages shall be considered executed on the date that all parties affix their signatures below, and that any completed copy shall be deemed an original for evidentiary purposes and will be enforceable by the Parties as an original.

AFGE National President:

Printed Name: _____

Signature: _____

Date of Signature: _____

AFGE National Communications Director:

Printed Name: _____

Signature: _____

Date of Signature: _____

Participating AFGE Affiliate President:

Printed Name: _____

Signature: _____

Local or Council #: _____

Date of Signature: _____

Participating AFGE Affiliate Administrator #1:

Printed Name: _____

Signature: _____

Date of Signature: _____

Participating AFGE Affiliate Administrator #2:

Printed Name: _____

Signature: _____

Date of Signature: _____

Liability Protection for Your AFGE Website



A Union Liability Insurance Policy Provides Media Liability Coverage for Your Website or Newsletter

❖ **Personal Injury Coverage Extends to Media and Publications**

- Libel, Slander or Defamation of Character
- Infringement of Copyright or Trademarks
- Plagiarism or Misappropriation of Ideas

❖ **Union Liability also Provides Coverage for Other Risks**

- Duty of Fair Representation
- Financial Management of the Local Union
- Employment Practices Liability
- Individual Labor Leader Extension

❖ *For Locals that have a need for broader Cyber Liability coverage we can provide quotes for a Cyber Liability Policy that includes Media Liability Coverage.*

For questions, additional information, or to discuss please contact:

Christian Phillips or Dane Sutherland

301-596-3940 or christian@ebertsandharrison.com

Eberts & Harrison, Inc has been representing International Labor Unions (including AFGE International), Local Unions, and District Councils for over 50 years. We are a fully organized insurance agency (OPEIU Local #2) and have been since we began. Over the years we have built strong relationships with the limited number of carriers that will write insurance coverage for Labor Unions. We appreciate the opportunity to help procure the proper coverage for your Local.

Disclaimer: Nothing contained herein may be construed so as to alter, modify, amend, or change any actual policy language contained in the policy form or any amendments.

Ullico Casualty Group
Questionnaire Application

For Claims-Made and Reported Union Liability Insurance

Important Information and Instructions:

- 1) All questions must be answered fully and completely. Please type or print clearly in ink.
- 2) The policy for which application is made is written on a claims-made and reported basis. The coverage afforded by this policy is limited to liability for only those claims first made during the policy period, the automatic reporting period or the extended reporting period (whichever is applicable) resulting from wrongful acts, wrongful offenses or wrongful employment practices and which are subsequently reported to Ullico Casualty Company within the earlier of: a) ninety (90) days or b) by the end of the policy period, the automatic reporting period or the extended reporting period (whichever is applicable). This is a policy with claims expenses included in the Limits of Liability. Please read the policy carefully.
- 3) Please submit application and all required attachments to : **Christian@Ebertsandharrison.com** or

Eberts & Harrison, Inc; 1604 Ridgeside Drive, Suite 203, Mount Airy, MD 21771

Name of Union: _____

Address of Union: _____

Web site address (URL) of Union: _____

Date from which the Union has continuously operated: _____

Insurance Representative/Broker: Eberts & Harrison, Inc

Requested Effective Date: _____ Limit: _____ Retention: _____

Number of Directors & Officers: _____

Number or Employees (excluding officers): _____

Total Revenue: _____

Net Assets: _____

Does the Union promote, sponsor and/or provide any form of insurance to its members (other than negotiated benefits), legal aid services or any other miscellaneous professional services?

☐ Yes ☐ No, if so please attach an extra sheet detailing services offered.

Claims History (if the answer to any of the 4 questions below is yes please attach an extra sheet with details):

- 1) Has the Union or any proposed Insured Person been involved in any civil or criminal action or litigation during the past five (5) years? ☐ Yes ☐ No
- 2) In the past five (5) years, has the Union or any proposed Insured Person been involved in or have knowledge of any inquiry, investigation, complaint or notice from any State or Federal Regulatory Authority or Congressional or Legislative Committee regarding the activities, procedures or practices of the Union, its members, officers or employees? ☐ Yes ☐ No
- 3) In the past five (5) years, has the Union or any proposed Insured Person reported any claims, or given written notice of any facts, circumstances or situations which may reasonably be expected to result in a claim, under the provisions of any prior or current union liability policy or similar insurance? ☐ Yes ☐ No
- 4) Is any proposed Insured aware of any facts, circumstances or situations which may reasonably be expected to result in a claim under the proposed policy? ☐ Yes ☐ No

NOTE: IT IS AGREED THAT WITH RESPECT TO QUESTIONS 1-4 ABOVE, IF SUCH FACT, CIRCUMSTANCE OR SITUATION EXISTS, WHETHER OR NOT DISCLOSED, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED COVERAGE.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to injure, deceive, defraud any insurer or other person files an application or a claim containing any false, incomplete or misleading information or conceals information concerning any material fact may be guilty of insurance fraud, which is a crime and may subject such person to criminal and civil penalties.

NOTICE TO APPLICANTS IN AR, FL, KY, MN, NJ, OK, AND PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

NOTICE TO ALL OTHER APPLICANTS: Any person who knowingly and with intent to injure, deceive, defraud any insurer or other person files an application or a claim containing any false, incomplete or misleading information or conceals information concerning any material fact commits insurance fraud, which is a crime and subjects such person to criminal and civil penalties.

The undersigned represents, after inquiry, that to the best of his or her knowledge and belief the statements set forth herein are true, and he or she has not withheld any information which is reasonably likely to influence the judgment of Ulico Casualty Company in considering this application for union liability insurance. The undersigned further represents that if the information supplied by him or her on this application changes between the date of this application and the time when the policy is bound, the undersigned will immediately notify Ulico Casualty Company in writing of such changes and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of this application does not bind the insurer to complete the insurance, but it is agreed that this application and attachments form the basis of the contract should a policy be issued and shall be deemed attached to and form part of a policy. Ulico Casualty Company is hereby authorized to make any investigation and inquiry in connection with this application it deems necessary.

This application must be signed by the President or Secretary-Treasurer of the Union.

Authorized Signature: _____ Title: _____ Date: _____

Print Name: _____



ULLICO ORGANIZED LABOR PROTECTION GROUP, LLC

a voluntary membership organization operating pursuant to the Liability Risk Retention Act of 1986 and
whose principal office is: 1625 Eye Street NW, Washington, DC 20006

Markel American Insurance Company

4521 Highwoods Parkway

Glen Allen, VA 23060

NEW BUSINESS APPLICATION

Union Liability Claims-Made and Reported Policy

Important Information and Instructions:

1. All questions must be answered fully and completely. Please type or print clearly in ink. If a question does not apply to the Union, state "Not Applicable" or "N/A."
2. All information identified in Section E (Requested Attachments) must be submitted with this application.
3. The policy for which application is made is written on a claims-made and reported basis. The coverage afforded by this policy is limited to liability for only those claims first made during the policy period, the automatic reporting period or the extended reporting period (whichever is applicable) resulting from wrongful acts, wrongful offenses or wrongful employment practices and which are subsequently reported to the Insurer within the earlier of: a) ninety (90) days or b) by the end of the policy period, the automatic reporting period or the extended reporting period (whichever is applicable). This is a policy with claims expenses included in the Limits of Liability. Please read the policy carefully.
4. Please submit application and all required attachments to your Producer/Broker.
5. Producer/broker, please submit application and all required attachments to:

****Eberts & Harrison, Inc****

1604 Ridgeside Drive, Suite 203

Mount Airy, MD 21771

Phone: (301) 596-3940

Fax: (301) 596-5543

New Business Application

A. General Information

1. Name of Union: _____
EIN Number(s): _____
2. Address of Union: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Website address (URL) of Union: _____
3. Date from which the Union has continuously operated: _____
4. Producer/Broker: _____
5. Address of Producer/Broker: _____ Telephone No. _____

B. Coverage Request

6. Requested Effective Date: _____
Month Day Year
- Note: The earliest Effective Date we can grant, if the application is approved, is the date the completed application is received at Ullico Casualty Group.**
7. Requested Limits of Liability:

(X)	Limit Each Claim/Aggregate Per Policy Period
	\$ 100,000 / \$ 100,000
	\$ 250,000 / \$ 250,000
	\$ 500,000 / \$ 500,000
	\$ 1,000,000 / \$ 1,000,000
	\$ 2,000,000 / \$ 2,000,000
	\$ 3,000,000 / \$ 3,000,000
	\$ 4,000,000 / \$ 4,000,000
	\$ 5,000,000 / \$ 5,000,000

Requested Self-Insured Retention:

(X)	Self-Insured Retention Amount	(X)	Self-Insured Retention Amount
	\$ 5,000		\$ 150,000
	\$ 10,000		\$ 175,000
	\$ 15,000		\$ 200,000
	\$ 25,000		\$ 250,000
	\$ 50,000		\$ 300,000
	\$ 75,000		\$ 350,000
	\$ 100,000		\$ 400,000
	\$ 125,000		\$ 450,000

C. Prior Insurance

8. Provide names of union liability insurance carriers (or similar), limits of liability, self-insured retention amount, coverage period, and premium of all D&O, EPL and/or Personal Injury liability insurance policies under which the Union has been insured during each of the past five (5) years:

Insurance Carrier	Limits of Liability	Self-Insured Retention Amount	Coverage Period From/To	Premium

D. Union Information and Management

9. Provide the number of Directors and Officers, Employees and members (if none, please respond "0"):

Exposures -	Current Year (12 months)	Prior Year
Board Members (D&O's, E-committee, whether paid or not):		
*Full-Time Employees:		
*Part-Time Employees:		
Volunteers:		
Members:		
Total Revenue:		
Net Assets:		

*Do not include Directors/Officers even if compensated as they should be included with the Board Member count

10. Provide date of most recent Office of Labor-management Standards (OLMS) Audit: _____

- | | | |
|---|--------------------------|--------------------------|
| 11. Does the Union: | YES | NO |
| a. Publish any magazines, periodicals or newsletters? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Publish a technical manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Provide a hiring hall or job referral system? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Provide legal aid services to its members? | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Promote, sponsor and/or provide any form of insurance to its members (other than negotiated benefits)? | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Offer other miscellaneous professional services to members or others? | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please provide details (attach additional pages as needed):

NOTE: If you answer YES to questions 12 - 20 below, you must provide a detailed, written narrative and pertinent documentation (attach additional pages as needed).

- | | | |
|---|--------------------------|--------------------------|
| | YES | NO |
| 12. During the most recent OLMS audit, did the Union receive any negative comments or has the Union been given the opportunity of voluntary compliance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Does the Union anticipate filing a Terminal Report in the next twelve (12) months? | <input type="checkbox"/> | <input type="checkbox"/> |

14. Have any of the following reports been submitted within the past twelve (12) months:
LM-1 (amended), LM-15 (initial), LM-15 (semiannual), LM-15A, LM-16 or LM-30 ? ☐ ☐
15. Has any Union officer, director or executive board member missed more than three (3) meetings within the past twelve (12) months? ☐ ☐
16. How many employees have been terminated, demoted, or suspended in the past 12 months?
a. Voluntary_____ b. Involuntary_____ c. Laid Off_____ d. Demoted_____
e. Suspended _____
17. Is any reduction of employees or change in status anticipated in the next year?
a. Voluntary_____ b. Involuntary_____ c. Laid Off_____ d. Demoted_____
e. Suspended _____

NOTE: If there have been any terminations, demotions or suspensions in the past 12 months or any planned for the next year provide a detailed and written narrative (attach additional pages as needed).

18. How many officers, directors or executive board members have been terminated within the past twenty-four (24) months?
a. Voluntary_____ b. Involuntary_____
19. Is any reduction of officers, directors, or executive board members anticipated in the next year?
a. Voluntary_____ b. Involuntary_____

NOTE: If there have been any terminations in the past 12 months or any planned for the next year provide a detailed and written narrative (attach additional pages as needed).

- | | YES | NO |
|---|--------------------------|--------------------------|
| 20. Has any application for union liability or similar insurance ever been declined or has any such insurance ever been cancelled or non-renewed? | <input type="checkbox"/> | <input type="checkbox"/> |

NOTE: If you answer YES to questions 21-24 below, you must complete the attached Claims Information form. Attach additional forms if necessary. Questions 21-24 pertain to the past five (5) years.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 21. Has the Union or any proposed Insured Person been involved in any civil or criminal action or litigation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Has the Union or any proposed Insured Person been involved in or have knowledge of any inquiry, investigation, complaint or notice from any State or Federal Regulatory Authority or Congressional or Legislative Committee regarding the activities, procedures or practices of the Union, its members, officers or employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Has the Union or any proposed Insured Person reported any claims, or given written notice of any facts, circumstances or situations which may reasonably be expected to result in a claim, under the provisions of any prior or current union liability policy or similar insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. Is any proposed Insured aware of any facts, circumstances or situations which may reasonably be expected to result in a claim under the proposed policy? | <input type="checkbox"/> | <input type="checkbox"/> |

It is agreed that with respect to questions 18-21 above, if such fact, circumstance or situation exists, whether or not disclosed, any claim there from is excluded from this proposed coverage.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 25. Does the Union obtain a second signature on all checks drawn on the Union's bank account(s)?
If no, please explain (attach additional pages as needed): _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Does the Union maintain minutes of all membership and executive board meetings for at least five (5) years? If no, please explain (attach additional pages as needed): _____ | <input type="checkbox"/> | <input type="checkbox"/> |

- | | | |
|--|--|--|
| 27. Does the Union have its own in-house counsel? | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. Does the Union have a law firm/attorney on a formal retainer? | <input type="checkbox"/> | <input type="checkbox"/> |
| 29. Does the Union have an attorney review all Union publications prior to release?
If no, please explain (attach additional pages as needed): _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Does the Union have a formal internal audit committee that regularly reviews the Union's internal control procedures? If no, please explain (attach additional pages as needed): _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. Does the Union employ one or more full-time business agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. Does the Union obtain thorough background checks on all prospective employees? | <input type="checkbox"/> | <input type="checkbox"/> |
| 33. Does the Union have a written employee handbook that is distributed to all employees?
If yes, are such individuals required to acknowledge receipt of such handbook in writing? | <input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/> |
| 34. Has the Union formally implemented and adopted an anti-sexual harassment policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. Has the Union formally implemented and adopted an anti-discrimination policy with respect to employment practices? | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. Has the Union formally implemented and adopted an anti-discrimination policy with respect to evaluating applicants for membership? | <input type="checkbox"/> | <input type="checkbox"/> |
| 37. Does the Union use an employment application for every potential employee? | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. Does the Union use counsel for employment advice? | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. Do employees have a method to report grievances? | <input type="checkbox"/> | <input type="checkbox"/> |

E. Professional Services Liability (Services provided for or to a Third Party, or services for which a Union receives compensation or remuneration of any kind) (Complete Section E. found in Addendum A only if this coverage is desired)

F. Joint Apprenticeship Training Committee (Complete Section F. found in Addendum A only if this coverage is desired)

G. Cyber Liability – Third Party Liability for Data Loss – Personal Injury Electronic Media Professional Liability arising out of Technical Professional Services (Complete Section G. found in Addendum A only if this coverage is desired)

H. Required Attachments

Provide the following material with respect to the Union:

A copy of the latest CPA audited annual financial statement (including all notes).

A copy of the latest LM-2, LM-3, LM-4 or IRS Form 990 and all completed schedules.

List of Current Board Members (including D&O, E-Committee, etc)

The complete by-laws, if the by-laws deviate from the National or International constitution and by-laws.

Additional information may be requested based on specific applicant characteristics.

FRAUD WARNINGS

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTICE TO KANSAS APPLICANTS: It is unlawful to knowingly commit a "fraudulent insurance act." Which is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to injure, deceive, defraud any insurer or other person files an application or a claim containing any false, incomplete or misleading information or conceals information concerning any material fact may be guilty of insurance fraud, which is a crime and may subject such person to criminal and civil penalties.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE TO APPLICANTS IN AR, FL, KY, MN, NJ, OK, AND PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

NOTICE TO All OTHER APPLICANTS: Any person who knowingly and with intent to injure, deceive, defraud any insurer or other person files an application or a claim containing any false, incomplete or misleading information or conceals information concerning any material fact commits insurance fraud, which is a crime and subjects such person to criminal and civil penalties.

The undersigned represents, after inquiry, that to the best of his or her knowledge and belief the statements set forth herein are true, and he or she has not withheld any information which is reasonably likely to influence the judgment of Markel American Insurance Company in considering this application for union liability insurance. The undersigned further represents that if the information supplied by him or her on this application changes between the date of this application and the time when the policy is bound, the undersigned will immediately notify Markel American Insurance Company in writing of such changes and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of this application does not bind the insurer to complete the insurance, but it is agreed that this application and attachments form the basis of the contract should a policy be issued and shall be deemed attached to and form part of a policy. Markel American Insurance Company is hereby authorized to make any investigation and inquiry in connection with this application it deems necessary.

This application must be signed by the President, Secretary-Treasurer or Authorized Representative of the Union.

Authorized Signature: _____ Date: _____

Print Name: _____

Title: _____

****Ullico Organized Labor Protection Group, LLC is administered by Ullico Casualty Group, Inc., a/k/a Ullico Insurance Agency, Inc. in CA, and Ullico Casualty Agency in NY. CA License #OH86030 and FL (Craig Arneson) License # A008437.**

Addendum A

E. Professional Services Liability (Complete this section F. only if Professional Services Liability coverage is desired)
(Services provided for or to a Third Party, or services for which a Union receives compensation or remuneration of any kind)

1. Describe the service being offered:

2. Number of individuals providing the service? _____
3. Annual Revenues generated from service(s), if any _____
4. Number of annual recipients of service(s), if any _____

Required Attachments:

- Service Agreement or contract between the Union and the receiver of the contracted services

NOTE: Additional information may be requested upon review.

F. Joint Apprenticeship Training Committee (Complete this section only if Failure to Educate Liability coverage is desired)

1. How many Apprentices/Journeymen/Students attend annually? _____
2. Do the Apprentices/Journeymen/Students have a method to report all grievances? YES NO
☐ ☐

If yes, please describe process:

If no, please explain why not:

3. How many instructors employed by the JATC? _____ YES NO

How many instructors are contracted? _____

If there are contracted instructors does the Union or Named Insured wish to include them as Insureds ?
☐ ☐

G. Cyber Liability – Third Party Liability for Data Loss – Personal Injury Electronic Media Professional Liability arising out of Technical Professional Services (Complete Section H. found in Addendum A only if this coverage is desired)

Third Party Data Liability

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Has the Union ever had a “data loss”? | <input type="checkbox"/> | <input type="checkbox"/> |

“Data loss” for the purposes of this application meaning any loss of personal electronic data devices, laptops, or breaches of information systems whereby personal, private or proprietary information of individuals might have been exposed to or acquired by individuals or entities not authorized to possess or view that information.

If yes, how many individuals were effected and what kind of measures were taken to remediate the possible exposures arising from this data loss? (attach additional pages as needed)

- | | | |
|--|--------------------------|--------------------------|
| 2. Has the Union ever been sued for damages arising from the loss, improper handling, or compromised security as it relates to the maintenance of personal and private data? | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

If yes, please provide details on any and all legal actions either reported, in process, or already adjudicated: (attach additional pages as needed)

Personal Injury

- | | | |
|--|--------------------------|--------------------------|
| 3. Does the Union or any of its employees, committees, board of directors or anyone working in any capacity on behalf of the Union provide communication via any form of “electronic media”? | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

“Electronic media” for the purposes of this application means any form of public, or proprietary communication for which the primary transmission of the communication is delivered in an electronic format. Examples of this form of media include but are not limited to: Websites, Press Releases via internet, List Serves, Blogs, On-line Journals, E-News Letters, Web Forums, etc.

If yes, please provide a complete listing of the methods and if applicable copies, links and or access points of these media: (attach additional pages as needed)

- | | | |
|---|--------------------------|--------------------------|
| 4. Has the Union ever been presented with any form of legal action or complaint related to Libel, Slander, Defamation, Copyright infringement, or improper use of intellectual property of another entity whether in print or electronic media? | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

If yes, please provide details on any and all legal actions either reported, in process, or already adjudicated: (attach additional pages as needed)

Professional Technical Services

- | | YES | NO |
|---|--------------------------|--------------------------|
| 5. Does the Union provide any form of “Professional Technical Service”? | <input type="checkbox"/> | <input type="checkbox"/> |

“Professional Technical Service” for the purposes of this application means:

A service performed :

- a. for another entity other than the Union or their Committees
- b. where neither the service or entity is is not described or cited in the By-Laws
- c. whether the Union does or does not receive compensation or some kind of remuneration, and
- d. is related principally to either technical, electronic commerce, or informational services, whether offered provided in an advisory, administrator, intermediary or representative capacity.

If yes, please provide a listing of the services provided by the Union and for whom they are provided:
(attach additional pages as needed)

6. Has the Union ever been presented with any form of legal action or complaint related to the improper delivery, negligence or mis-handling of any services provided for any other entity or individual? ☐ ☐

If yes, please provide details on any and all legal actions either reported, in process, or already adjudicated:
(attach additional pages as needed)

Required Attachments:

- If there is an agreement governing the offering and providing of these services please provide a copy of the signed agreement.

NOTE: Additional information may be requested upon review.

CLAIMS INFORMATION
(Use a separate form for each claim)

Name of Claimant: _____

Date of Alleged Wrongful Act: _____

Date claim was made: _____

Date reported to Professional Liability Insurer: _____

Name of Insurer on Notice: _____

Is Claim Open or Closed (if closed what date)? _____

Allegation (In a narrative describe the claim, including the alleged wrongful act, the event that led to the claim, and current status):

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

1. Claimant's Demand: _____
2. Deductible: _____
3. Total Loss, Including Deductible: _____
4. Legal Fees Charged to Date: _____
5. Legal Fees Paid: _____

What loss prevention measures, if applicable, have been taken to prevent a similar claim from recurring?
