Collective Bargaining Seminar
Part 1
Preparations and Presentations
Contact Information

Midwestern Region NECA
4100 Edison Lakes Pkwy
#170
Mishawaka, IN 46545

National Electrical Contractors Association

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Field Representative

309-689-0318 Office
309-360-1401 Cell
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Relationships are important
Why are we required to bargain?

- NLRA
- By-Laws
- CBA
- Assent "A"
What is Collective Bargaining?

A process of negotiation between representatives of employers and employees to obtain an agreement on hours, wages and working conditions.
Who are we representing?
Authority to Represent Letter of Assent “A”

“In signing this letter of assent, the undersigned firm does hereby authorize the ... Chapter as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved (Insert Type) labor agreement between the (Insert Name) Chapter NECA and Local Union (Insert Local Union #), IBEW.”

Collective Bargaining – Part 1
Collective Bargaining is not...

- It is not the venue for justice
- It is not the venue for individual interests
- It is not the venue for “winning”
Types of contract language

• **Mandatory** – Topics that **must** be bargained

• **Permissive** (*non-Mandatory*) – Topics that **may** be bargained

• **Illegal** – Topics that **cannot** be included in an agreement
Mandatory Subjects

Sec. 204 (1) (Co-equal obligations of employees, their representatives, and management)... to exert every reasonable effort to make and maintain agreements concerning rates of pay, hours, and working conditions, including provision for adequate notice of any proposed change in the terms of such agreements...
Which is it?
Mandatory, Permissive or Illegal

When the number of applicants registered on the out-of-work list, in Group I, exceeds 240 and the top 60 applicants have been registered for eight weeks or more, the parties shall meet to institute a "work sharing period." A work sharing period will be two payroll months, approximately nine weeks. During a work sharing period, employees will be required to take off days equal to one day per week. The days off will be in whole week intervals or by individual days, as determined by the employer. The workweek will be thirty-seven and one half hours per week, during the work sharing period.
Questionable proposals

- Is it mandatory?
- Is it permissive?
- Is it illegal?
- All proposals should be considered and taken under advisement
- Questions of propriety should be reviewed by competent legal counsel
Committee’s responsibilities

- Solve problems
- Prevent problems
- Find workable solutions
- Do no harm to the industry
- No personal agendas
Committee characteristics

- Persons who:
  - Work together
  - Respect the individual
  - Think for themselves
  - Make decisions
  - Communicate well
  - Grounded in reality
Committee fundamentals

- Some should be experienced negotiators
- Familiar with the CBA
- Long term commitment
- Bargaining strategy defined and maintained throughout the process
- Free thinkers!
Committee’s conduct

• Establish a committee spokesperson
• No outside meetings—unity is paramount
• Handling threats
• Maintain ethical behavior
Committee’s realities

• Broad representation of the chapter membership (*usually*)
• Consider local and district politics
• Relationships with the union
• Willing to commit to several years
• Negotiating experience
Committee’s strategy

• Have a well conceived approach that allows for adjustments for success

• Delegate certain issues for committee members’ comments

• Arguments based on unassailable facts

• Focus on long-term goals
What will the goal or goals be?

The common denominator in all of our collective bargaining is the customer.
What will the goal or goals be?

Improve Efficiency
Improve Service
FOCUS!

Collective Bargaining – Part 1
“Our greatest weakness lies in giving up.”  
*Thomas Edison*
The target is the CBA

Collective Bargaining Agreement
Agreement language – Orders from headquarters
The Pattern Agreement Guide

Preface

In this file, you will find the revised version of three different pattern agreement guides and the Construction Wireman/Construction Electrician Addendum:

(1) Inside Agreement;
(2) Outside Agreement; and
(3) Residential Agreement.

This revision replaces the 2008 version of the Pattern Agreement Guides. This year, as in the past the documents are provided in both PDF and Word formats. The PDF file is a secure document that cannot be changed; it can serve as a permanent reference. The Word files can be easily used in developing your local agreements.

The revisions include additional language to the explanation of Category I and II language located in the Foreword of the Guide, and minor typographical corrections.

All language changes are indicated by the insertion of a black bar to the left of those lines that have been changed both in the table of contents and affected article.

The Pattern Agreement Guides have been generally well-received and have led to the submission of better local agreements and more rapid internal analysis. Each guide includes a foreword consisting of definitions for Category I language, Category II language, Optional Language and common provisions, as well as information regarding the submission of agreements.

Inside Revision December 2008

Category I provisions, as identified in red in the Table of Contents and in the body of this Guide, are considered Standard Agreement Language by the IBEW International Office and NECA National. By joint recommendation and in written agreement, all Inside Construction Agreements between IBEW Local Unions and NECA Chapters must contain all Category I Language verbatim, i.e., no deviations or changes to these clauses are permitted. Likewise, the agreement may not contain language that is contrary to the intent of the Category I language or circumvents provisions contained in the Category I Language. Additional language that pertains to but does not conflict with the Category I language may follow the language, but is not to be inserted within the language. (This would also apply to Category II and any other verbatim language.) There are also several places where Alternate Language is provided. This Alternate Language is to be used in lieu of, and not in conjunction with, Standard Language.

Category II Language, as identified in blue, reflects provisions which the IBEW International Office recommends but which NECA National has not endorsed. These provisions need to be negotiated locally. If adopted, this language must be inserted verbatim into the collective bargaining agreement.

Optional Language, as identified in purple, is language that is acceptable to the IBEW International and NECA National, is approveable, and may be included in the agreement if the local parties agree. In some cases, language other than the particular language illustrated may be used; however, some of these clauses must be used verbatim.

Sections identified in black text are common provisions listed for local labor management consideration. They must be locally negotiated and agreed upon and may be used as provided or modified as determined by the parties.

Inside Revision December 2008
Category One language

• First Clause
• CIR Language
• Management Rights
• Non-resident Employees
• Favored Nations
• Annulment
• Subcontracting
• Classification
• Shift Work (4 options)

• Referral Procedure
• Group 1 (Alternative)
• Repeated Discharge
• Apprenticeship
• NEBF & NEIF
• NLMCC & LLMCC
• Substance Abuse *
• Code of Excellence *
• Separability Clause

(* Enabling Language)
Category One language

- First Clause
- CIR Language
- Management Rights
- Non-resident Employees
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- NEBF & NEIF
- NLMCC & LLMCC
- Substance Abuse *
- Code of Excellence *
- Separability Clause

(* Enabling Language)
Management Rights’ clause

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.
Management Rights’ clause

**Section 2.02.** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.
Category One Does Not...

...establish start/quit times
...set wages
...establish overtime premiums
...require holidays or vacations
...establish crew structure
...prevent expansion of JATC ratios
Category One **Does Not**...

...require funding for LLMCC
...establish start/stop times, or premium time
...bar the parties from modifying shift premiums
Except for NEBF, it **does not** establish medical, pension, annuity or other fringes
Category Two* language

- Work Preservation Clause
- Age Ratio Clause
- Union Dues Deduction
- Re-Registration Language
- Reverse Layoff Language
- Employer Responsibility (Safety) Language

* NECA does not endorse any of the above language.
Optional language

- Foreman Call-out Language
- National Electrical Annuity Plan (NEAP)
- Four-tens Language
- Direct Deposit
- Worker Recall
- National 4.01 (k) Plan
- Alternative classifications
Negotiation Rules

1. Know what you can live with.
2. Know the decision makers and build a relationship of trust.
3. Understand the need for an explanation.
4. Know how to listen.
5. Be truthful.
Good Faith Bargaining

- You don’t have to be fair
- Intent is to reach an accord
- There is no requirement to agree
- Neither party has to compromise
- Must bargain in “good faith”
Bad Faith Bargaining

• Tactics aimed at:
  • Delaying settlement
  • Denying rights
  • Derailing negotiations
• No real intent to negotiate
• Demonstrated by a totality of actions, importance of issue
The negotiator’s tools
Opening the process
Focusing the process
The minutes

• Who should be Secretary?
• What should be included?
  • Summaries of all sessions
  • On-the-Record proposals and positions of the parties
  • Resolution or Deadlock declared
  • Final minutes signed
The Agenda

NECA – IBEW Negotiations
May 17, 2017

- Attendance
- Approval of minutes
- Review all actions
- Open discussion of remaining issues
- Proposals & Counters
- Sign-off agreed & withdrawn items
- Next meeting date, time, & location
- Sign unofficial minutes
- Motion to adjourn
Recognize Union goals

• Maximum advantage for the employee
• Maximum wages and benefits for members
• Best working conditions

*When George Meany was asked what unions wanted, he responded... “More!”*
Check body language

• Look for non-verbal clues
• Designate an observer
• Listen, don’t talk
• Try to understand the other party
Use caucuses

• A caucus can serve to cool tempers
• Controlled participation is encouraged
• Discussion of new ideas or confusing statements occurs only in caucuses
• Timing is important
Utilize sidebars

A term used to describe any conversation where some participants in a proceeding or meeting may step aside to discuss information not shared with the group.

- Why are they important?
- How to use them?
- When should they be used?
The Bargaining Book

- Opening letters
- Agenda
- Issue tracking forms
- Proposal forms
- Notes forms
- Minutes & exhibits
- New, deleted, or changed language
### The Issues Form

<table>
<thead>
<tr>
<th>Item #</th>
<th>Section</th>
<th>Issue</th>
<th>Resolution</th>
<th>Sponsor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.01</td>
<td>Term</td>
<td>Active</td>
<td>Both</td>
</tr>
<tr>
<td>2</td>
<td>2.17</td>
<td>Foreman Call-Out</td>
<td>Agreed 3-15-12</td>
<td>NECA</td>
</tr>
<tr>
<td>3</td>
<td>3.01 a</td>
<td>Workday – 2 Hr Flex</td>
<td>Agreed 3-15-12</td>
<td>NECA</td>
</tr>
<tr>
<td>4</td>
<td>3.04</td>
<td>Wage Rate</td>
<td>Active</td>
<td>Both</td>
</tr>
<tr>
<td>5</td>
<td>3.10</td>
<td>Crew Size</td>
<td>WD 3-7-12</td>
<td>NECA</td>
</tr>
<tr>
<td>6</td>
<td>3.16</td>
<td>Steward Language</td>
<td>WD 3-7-12</td>
<td>IBEW</td>
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<td>7</td>
<td>3.17</td>
<td>Age Ratio</td>
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<td>8</td>
<td>3.38</td>
<td>Recall – CIR#7332</td>
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<td>NECA</td>
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<tr>
<td>9</td>
<td>6.01</td>
<td>Health &amp; Welfare</td>
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<tr>
<td>10</td>
<td>8.01</td>
<td>Annuity</td>
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<td>IBEW</td>
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<tr>
<td>11</td>
<td>MOU</td>
<td>Light Commercial</td>
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**The Proposal Form**

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<th>Sponsor</th>
<th>Section</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>NECA</td>
<td>3.01 a</td>
<td>Agreed</td>
<td>3-15-12</td>
</tr>
</tbody>
</table>

**Existing Language:**
Eight hours work between the hours of *8:00 A.M. and 4:30 P.M.* with not more than thirty minutes for lunch period, shall constitute a workday. (The rest of Section 3.01 (a) remains intact.)

**Proposed Language:**
Eight hours work between the hours of *6:00 A.M. and 6:30 P.M.* with not more than thirty minutes for lunch period, shall constitute a workday. (The rest of Section 3.01 (a) remains intact.)

**Current IBEW Counter:**
Eight hours work between the hours of *7:00 A.M. and 6:30 P.M.* with not more than thirty minutes for lunch period, shall constitute a workday. (The rest of Section 3.01 (a) remains intact.)

**Agreed Language:**
Eight hours work between the hours of *6:00 A.M. and 4:30 P.M.* with not more than thirty minutes for lunch period, shall constitute a workday. (The rest of Section 3.01 (a) remains intact.)

For NECA: _____________________ 3-15-12

For IBEW: _____________________ 3-15-12
## The Notes Form

<table>
<thead>
<tr>
<th>Final Item #</th>
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<td>NECA</td>
<td>3.01 a</td>
<td>Agreed</td>
<td>3-15-12</td>
</tr>
</tbody>
</table>

### Agreed Language:

Eight hours work between the hours of **6:00 A.M. and 4:30 P.M.** with not more than thirty minutes for lunch period, shall constitute a work. (The rest of Section 3.01 (a) remains intact.)

### Intent of Parties:

The parties negotiated this language to permit signatory Employers the ability to work alongside other trades who have similar start language. (However, it is not the intent only to use the “flex start” with other trades, it may be used by itself for single or multiple electrical crews.) The language does not prohibit NECA from requesting approval of extending the end of the day (**i.e.: 4:30 PM to a later time**) based of industry needs or customer requests. Approval of the “end of day” extension is required by the IBEW Business Manager.

<table>
<thead>
<tr>
<th>For NECA:</th>
<th>For IBEW:</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
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Documenting your positions
Using charts – wage history

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<thead>
<tr>
<th>Total Package Increases</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
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<tr>
<td>3.99%</td>
<td>$1.85</td>
<td>$1.96</td>
<td>$1.90</td>
<td>$0.91</td>
<td>$0.97</td>
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<tr>
<td>4.07%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.79%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.74%</td>
<td></td>
<td></td>
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<tr>
<td>1.83%</td>
<td></td>
<td></td>
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Collective Bargaining – Part 1
Using spreadsheets

<table>
<thead>
<tr>
<th>YEAR</th>
<th>#EMPLOYER</th>
<th>#EMPLOYEE</th>
<th>MANHOURS</th>
<th>INCREASE</th>
<th>LU48 Wage Package</th>
<th>Portland CPI</th>
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<td>1978</td>
<td>180</td>
<td>1711</td>
<td>2,738,213</td>
<td>$1.50</td>
<td>13.44%</td>
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<tr>
<td>1979</td>
<td>182</td>
<td>2135</td>
<td>3,310,032</td>
<td>$2.06</td>
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<tr>
<td>1980</td>
<td>177</td>
<td>2176</td>
<td>3,195,759</td>
<td>$2.05</td>
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<td>12.60%</td>
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<td>1981</td>
<td>177</td>
<td>1691</td>
<td>2,680,515</td>
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<td>172</td>
<td>1262</td>
<td>1,727,203</td>
<td>$1.93</td>
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<td>1983</td>
<td>147</td>
<td>1055</td>
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<td>1984</td>
<td>151</td>
<td>1308</td>
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<td>($2.19)</td>
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<td>1985</td>
<td>135</td>
<td>1080</td>
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<td>129</td>
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<td>1,571,289</td>
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</table>
Using NLMCC data

<table>
<thead>
<tr>
<th>NLMCC Annual Inside Market Share Summaries</th>
<th>NLMCC Annual Inside Market Share Summaries</th>
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</thead>
<tbody>
<tr>
<td><strong>Employment</strong></td>
<td><strong>Wages</strong></td>
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<td>Local Union</td>
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<td>NECA District: 4</td>
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<tr>
<td>Illinois Chapter</td>
<td>2004</td>
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<td>2005</td>
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<tr>
<td>2006</td>
<td>2,904</td>
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<td>2007</td>
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<td>2008</td>
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<td>3,909</td>
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<td>2011</td>
<td>3,459</td>
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<tr>
<td>2012</td>
<td>2,674</td>
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<td>2013</td>
<td>2,748</td>
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<td>NECA District: 4</td>
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<td>Illinois Chapter</td>
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<td>2005</td>
<td>421</td>
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<td>399</td>
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<td>367</td>
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<td>2012</td>
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<td>407</td>
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<td>Illinois Chapter</td>
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<td>2005</td>
<td>320</td>
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<td>2006</td>
<td>344</td>
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<td>320</td>
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<td>2012</td>
<td>330</td>
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<tr>
<td>2013</td>
<td>301</td>
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</table>
NLMCC Services

Collective Bargaining – Part 1

CLRC Custom Reports

These Reports are available upon request. Please contact CLRC at 202-347-8440 or clrc@clrcconsulting.org

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Share Analysis</td>
<td>Shows what percent of a given industry (e.g., plumbers/pipelayers, carpenters) is worked by union contractors.</td>
<td>Allows management and labor to more precisely define their share of the market, and more importantly, the trend over time. Also, can document the impact of specific programs (e.g., market recovery, new classifications).</td>
</tr>
<tr>
<td>Union – Nonunion Wage and Fringe Benefits Comparison</td>
<td>Compares a specific local’s wage and fringe benefits package to nonunion data for that craft in the same geographic region.</td>
<td>Tangibly shows the difference in both dollars and percents between union and nonunion pay and fringe benefits.</td>
</tr>
<tr>
<td>Contract Costing</td>
<td>Provides a detailed cost analysis of 8–12 categories in a contract (e.g., 24-hour shift, foreman ratio, clean-up time) on a per employee per hour and total contract cost basis.</td>
<td>Helps the parties in collective bargaining better understand the real costs associated with contract language clauses.</td>
</tr>
<tr>
<td>Wage and Fringe Benchmark Comparison</td>
<td>Graphs actual wage and fringe benefits rates compared to indexes (e.g., CPI, nonunion) over time to show the trend.</td>
<td>Compares actual pay to what it would have been using an index.</td>
</tr>
<tr>
<td>Custom</td>
<td>Tell us what you are looking for, we can probably help you.</td>
<td>Offers you greater understanding and useful data to use during collective bargaining or internal business decisions.</td>
</tr>
</tbody>
</table>

The member cost for each report is $1,950 ($2,950 for non NECA members). If an order is placed at least four months before it is needed, CLRC will offer the discounts shown below.

- Pre-order any two reports and save $500
- Pre-order any three reports and save $1,000
- Pre-order all four reports and save $1,500
Using O*net

Collective Bargaining – Part 1
## Using PAS Merit Shop Survey

**MERIT SHOP WAGE & BENEFIT SURVEY**

**PAS, INC.**  
Personnel Administration Services  
75 East Henry Street  
Saline, Michigan 48176  
(734) 429-1199  
http://www.pas1.com

### Table: PAS Merit Shop Survey

<table>
<thead>
<tr>
<th>Type of Construction</th>
<th>1st Year Total Data Base</th>
<th>75th Percentile</th>
<th>Average Rate</th>
<th>5th Percentile</th>
<th>Average Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd Year</td>
<td>936</td>
<td>$18.37</td>
<td>$19.93</td>
<td>$18.71</td>
<td>$20.31</td>
</tr>
</tbody>
</table>

### Table: National Overtime Pay Practices

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Over 51 Hrs</th>
<th>Over 40 Hrs</th>
<th>Paid Time And One Half</th>
<th>Paid Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5%</td>
<td>9.14%</td>
<td>9.99%</td>
<td>100.93%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Table: Anticipated Annual Wage Increases 2014

| All Firms Responding Including 0% Increases | 3.25% |
| All Firms Responding Excluding 0% Increases | 3.32% |

### Table: Actual Annual Wage Increases 2013

| All Firms Responding Including 0% Increases | 3.92% |
| All Firms Responding Excluding 0% Increases | 3.29% |
Using lost jobs history

I can’t afford it!
"Every battle is won BEFORE it is fought."

Sun Tzu
Seminars on demand!

Contact the Regional Director

- Bargaining seminars
- Grievance handling
- Management Rights
- Preparing for CIR
- Committee structure