




Date: August 16, 2007

Memo To: Members of the Board of Governors, NECA

From: J. Michael Thompson, Secretary-Treasurer 

Subject: Ordinary Proposals/Resolutions

In accordance with Section 8.8 of the NECA Bylaws, the attached proposals were properly submitted and were directed to, or evidently intended for, submission to the October 5, 2007 meeting of the Board of Governors, being held at the Moscone Center ~ West in San Francisco, California.

The attached proposed changes, if adopted, shall become effective immediately unless otherwise indicated.

pc: Chapter Presidents
Chapter Managers

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ORDINARY PROPOSAL #1 - Re: Category I Language for Code of Excellence (Submitted by the NECA Executive Committee)

WHEREAS, for a number of years the IBEW has promoted the "Code of Excellence" as a means of increasing job site cooperation, effectiveness, and productivity, and of meeting the customers needs; and,

WHEREAS, the Code of Excellence has proven effective in meeting these goals in those areas where it has been incorporated; and,

WHEREAS, the Code of Excellence is often an integral part of market recovery initiatives across the country; and,

WHEREAS, adoption of the Code of Excellence has, until now, been voluntary on the part of the local union; and,

WHEREAS, the IBEW and NECA are desirous of translating the lessons learned and benefits achieved locally to the organized electrical construction industry on a national basis.

Therefore, be it RESOLVED that NECA, through its Board of Governors, shall reaffirm its support for and acceptance of the Code of Excellence Language being made Category I.

Comment from NECA National Office:

This elevation of the Code of Excellence to Category I was approved by the Executive Committee acting as NECA's Labor Relations Committee. It helps to incorporate into all local NECA-IBEW agreements the gains possible under this now joint effort. It should deliver a better, more cost-effective product to the customer, while publicly underscoring our commitment to the customer in a very real manner.

It is recommended to vote **FOR** this proposal.

ORDINARY PROPOSAL #2 - Re: Emerson Hamilton Scholarship Fund (Submitted by the District 6 Council, NECA)

WHEREAS, ELECTRI International ~ The Foundation for Electrical Construction has made a long-term commitment to building knowledge and developing opportunities for Electrical Contractors everywhere by enlisting permanent endowment commitments and commissioning industry projects; and,

WHEREAS, NECA Member Electrical Contractors are constantly in need of qualified, well-educated project managers, estimators and other professionally prepared personnel; and,

WHEREAS, the National Electrical Contractors Association and its affiliated Chapters have sponsored Student Chapters through selected University Construction Management Programs to create opportunities for young people to enter into this industry; and,

WHEREAS, Emerson Hamilton, who served as the 1986-1989 President of the National Electrical Contractors Association, was a recognized leader who worked tirelessly to promote and foster Academic Excellence, Leadership and Innovation in an ever-changing and challenging environment by example; and,

WHEREAS, his legacy of giving unselfishly, whether through his children's baseball team, the community where he lived, or at the helm of the National Electrical Contractors Association; and,

WHEREAS, it is fitting and essential that those who will follow in our footsteps shall acknowledge the legacy that this exceptional individual left on those who knew him, admired him, and were touched by him; and,

WHEREAS, the ELECTRI International Board of Trustees has established and will accept contributions made to the Emerson Hamilton Scholarship Fund; and,

WHEREAS, the purpose of the Scholarship Fund shall be twofold:

1. to provide Academic Scholarships periodically for those Interns who work for NECA Members while attending University Construction Management Programs affiliated with one of the NECA Student Chapters throughout the United States; and
2. to provide Academic Stipends to electrical construction management faculty who take advantage of the University Construction Management professional development program, as sponsored through ELECTRI International.

Therefore, be it RESOLVED that the Board of Governors of the National Electrical Contractors Association does wholeheartedly accept and endorse the resolution from and action taken by the ELECTRI International Board of Trustees;

Be it further RESOLVED that the Board of Governors shall encourage both current commitments and planned gifts to the ELECTRI International Emerson Hamilton Scholarship Fund, made in his honor and memory by individuals and Chapters who knew, loved, and respected this man.

Comment from NECA National Office:

This proposal is self-explanatory and it is recommended to vote **FOR** this proposal.

ORDINARY PROPOSAL #3 - Re: Optional Shift Premium Language (Submitted by the NECA President)

WHEREAS, NECA has a longstanding policy to work with the IBEW to develop contract provisions that make signatory contractors more competitive in the marketplace; and,

WHEREAS, at their annual meeting in 2004 the Board of Governors adopted Ordinary Proposal #6 offered by the Quad-Cities Chapter calling on NECA and the IBEW to “recognize and approve lesser, more competitive shift premiums” negotiated by the local parties; and,

WHEREAS, under this direction by and the authority of the Board of Governors NECA entered into discussions with the IBEW which have resulted in new, optional language allowing the local parties to negotiate a lower shift premium as called for in Ordinary Proposal #6; and,

WHEREAS, this language is not Category I because it is not required in agreements, but rather provides that reduced premiums on shift work may be adopted through local negotiations between the parties; and,

WHEREAS, NECA District 9 has called for the optional language to be reaffirmed by the Board of Governors in accordance with the resolution of 1994 concerning “changes to previously approved labor policies or Category I language or new additions thereto.”

Therefore, be it RESOLVED that NECA, through its Board of Governors, shall reaffirm its support for and acceptance of the Optional Shift Premium Language.

Comment from NECA National Office:

The Optional Shift Premium Language was negotiated with the IBEW under specific direction and authorization of the Board of Governors. It is not mandatory language and therefore not itself Category I. It is in keeping with NECA’s policies in working with the IBEW to develop agreement language that makes signatory contractors more competitive. Therefore, it is not clear that reaffirmation by the Board of Governors is necessary. District Nine has called for the language to be brought before the Governors.

Inasmuch as this language will help our member contractors meet the demands of their customers and be more competitive, it is recommended to vote **FOR** this proposal.



MEMORANDUM

July 27, 2007

TO: All NECA Chapter Managers
FROM: Geary M. Higgins, Vice President, Labor Relations
RE: Category I and Alternate Shift Language Options

This is to communicate to you the following revisions made to the Pattern Agreement Guides. Because of the demonstrated success of the Code of Excellence Program, enabling language has been incorporated into the inside, outside and residential guides as Category I Language. Details of your local Code of Excellence program are to be maintained in a separate document. The Code of Excellence language will read as follows:

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01. The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

Additionally, to address needs of customers where the Standard Shift Clause has proved non-competitive, the local parties are being afforded the option to implement alternate shift language that allows the local parties to negotiate the shift premiums within specified parameters.

The alternate language may be agreed upon by both parties, placed in the agreement verbatim, and is to be used in lieu of, not in conjunction with, the Standard IBEW/NECA Shift Work Language.

Language in italics are explanatory notes and are not to be included in the agreement.

Alternate language #2 is to be used where a reduced premium is necessary within the "standard" format.

SHIFT CLAUSE:

Section 3.12. When so selected by the contractor, multiple shifts of at least (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day Shift" shall receive eight (8) hours' pay at the rate for eight (8) hours' work.

The second shift (swing Shift) shall be worked between the hours' of 4:30 P.M. and 12:30 A.M. Workmen on the "swing Shift" shall receive eight (8) hours' pay at the regular hourly rate plus ____ (*an amount to be determined locally, not to exceed 10%*) for seven and one-half (7 ½) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus ____ (*an amount to be determined locally, not to exceed 15%*) for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Alternate language #3 is to be used where a reduced premium is needed within the "Alternate" format.

SHIFT CLAUSE:

Section 3.12. Where so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus ____ (*an amount to be determined locally, not to exceed 17.3%*) for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the

“graveyard shift” shall be paid at the regular hourly rate of pay plus ___ (an amount to be determined locally, not to exceed 31.4%) for all hours worked.

The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard) at 12:30 A.M. Monday to coordinate the work with the customer’s work schedule. However, any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

These Pattern Agreement Guides, including the above-referenced changes, are now in electronic form and available on the NECA web site at <http://www.necanet.org/private/labor/agreements>.

It is my hope that everyone will find these changes to be in the best interest of the industry. In the near future you will receive a Code of Excellence DVD that you will find informative and helpful.

Copy to: John M. Grau
NECA Regional Executive Directors
NECA Field Staff

ORDINARY PROPOSAL #4 - Re: Composition of CIR Panel Hearing IBS Cases (Submitted by the District 9 Council, NECA)

WHEREAS, it is in the interest of NECA Members performing Integrated Building Systems (IBS) work to be fully represented on the Council of Industrial Relations with regard to decisions impacting IBS agreements; and,

WHEREAS, there is concern regarding the knowledge and interest of panel members on the Council on Industrial Relations vis-à-vis IBS matters; and,

WHEREAS, a minimum level of IBS expertise on Council on Industrial Relations Panels would alleviate this concern and increase accuracy, advocacy and equity with regard to decisions on cases impacting IBS agreements.

Therefore, be it RESOLVED, that on any panel of the Council on Industrial Relations where the case at hand involves matters which directly impact an IBS agreement, there will be at least one management member who is an active systems (IBS) contractor or representative of such contractor; and NECA shall promote such representation on the part of the IBEW among their respective panel members.

Comment from NECA National Office:

The IBS industry shares many of the same issues and concerns as traditional electrical construction, but it has its own unique characteristics as well. These unique characteristics have gained more importance as the number, size, and complexity of IBS jobs and IBS agreements have grown. For a number of years, NECA has recognized the uniqueness of the line construction industry by seating line contractors on those cases, and while many “regular” electrical contractors perform IBS work as a part of their business, it makes sense to specifically include a management representative who has experience in IBS work. The same is true for the IBEW. NECA will encourage the IBEW to consider the needs of the IBS industry in its appointments, as well.

It is recommended to vote **FOR** this proposal.