

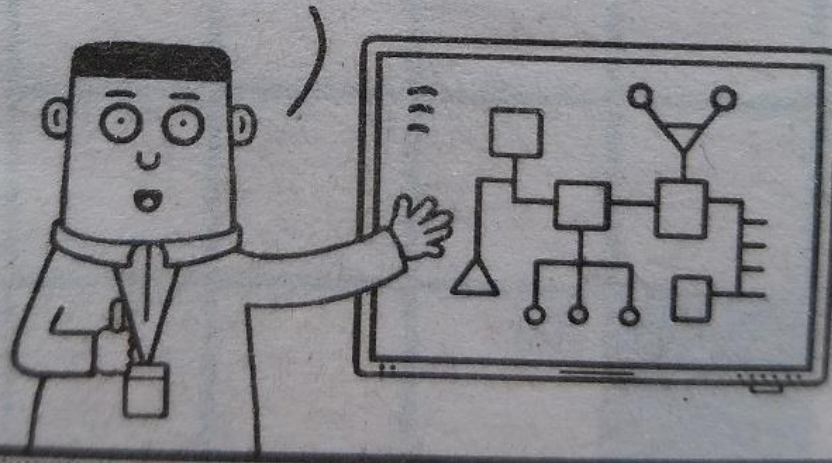


2017 Labor Relations Conference

NECA **LABOR RELATIONS** CONFERENCE 2017

DILBERT SCOTT ADAMS

I HAVE 75 SLIDES
TO DISCUSS IN TEN
MINUTES. SAVE YOUR
QUESTIONS TO THE
END.





Labor Relations Basics

Labor Relations Staff

Geary Higgins, Vice President, Labor Relations

Charles Kelly, Executive Director, Labor Relations

Kevin Tighe, Executive Director, Labor Relations and
Workforce Development

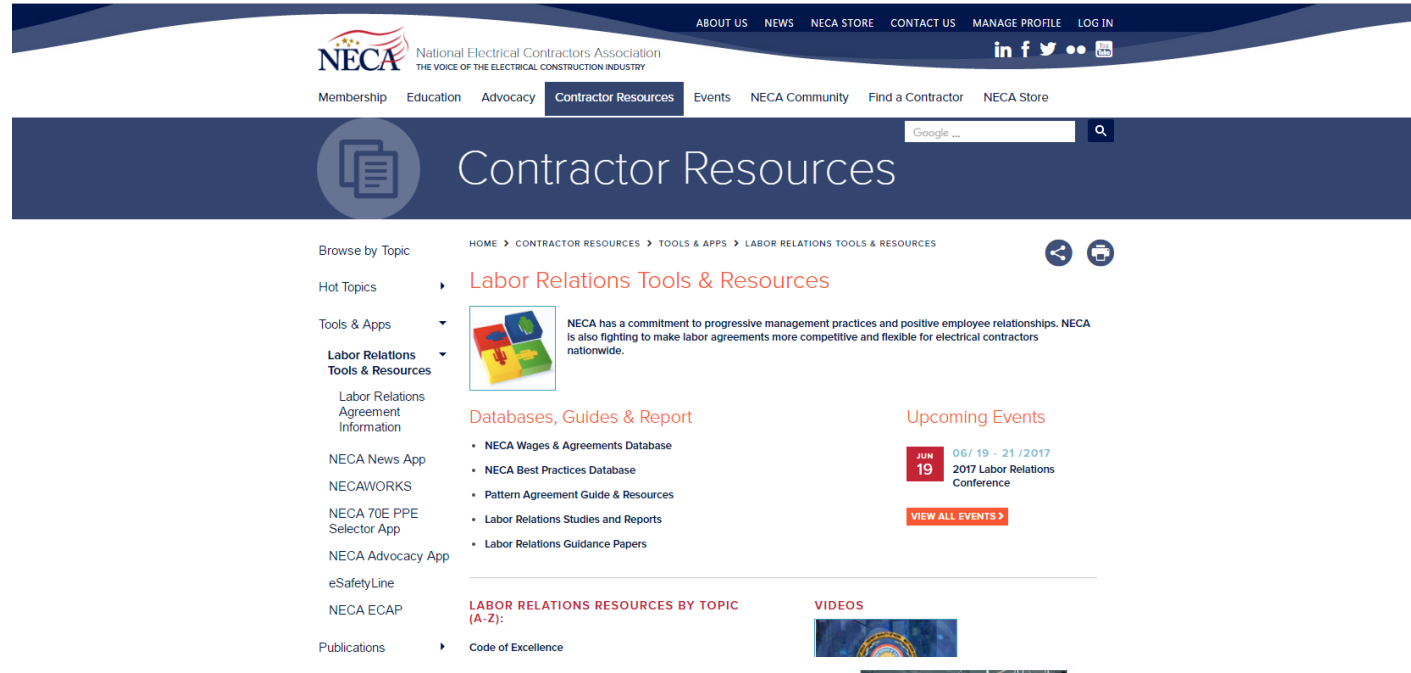
Germaine Wells, Administrative Assistant

and

Gary Lieber, General Counsel

Labor Relations information on the Website

Click on "Contractor Resources"
Then click on "Labor Relations"



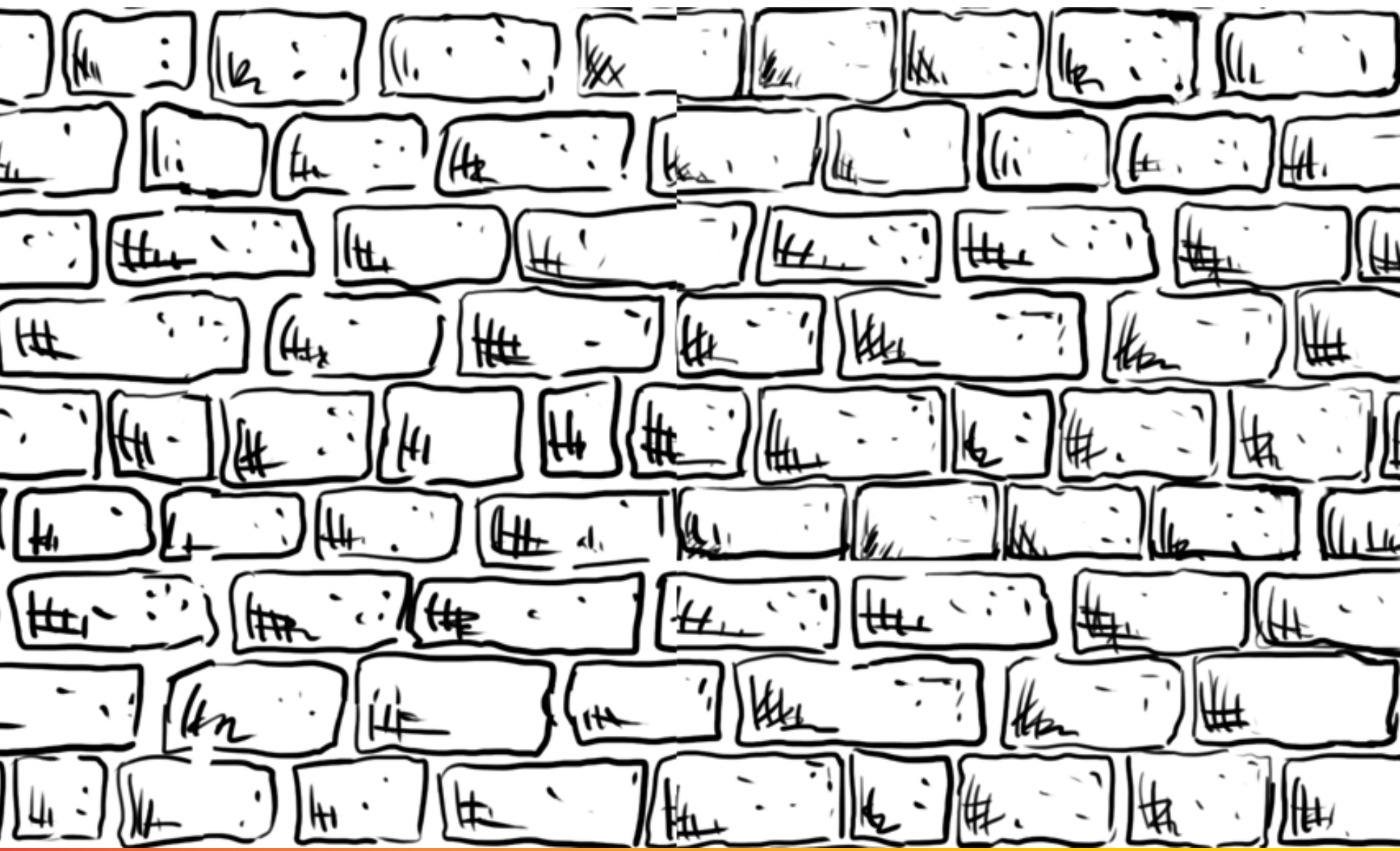
The screenshot shows the NECA (National Electrical Contractors Association) website. The top navigation bar includes links for ABOUT US, NEWS, NECA STORE, CONTACT US, MANAGE PROFILE, and LOG IN. Below this is a secondary navigation bar with links for Membership, Education, Advocacy, Contractor Resources (highlighted), Events, NECA Community, Find a Contractor, and NECA Store. A search bar is located on the right side of the navigation bar. The main content area is titled "Contractor Resources" and features a sidebar on the left with a "Browse by Topic" menu. The menu includes "Hot Topics", "Tools & Apps", "Labor Relations Tools & Resources" (selected), "NECA News App", "NECAWORKS", "NECA 70E PPE Selector App", "NECA Advocacy App", "eSafetyLine", "NECA ECAP", and "Publications". The main content area displays "Labor Relations Tools & Resources" with a sub-header "Databases, Guides & Report" and a list of resources: "NECA Wages & Agreements Database", "NECA Best Practices Database", "Pattern Agreement Guide & Resources", "Labor Relations Studies and Reports", and "Labor Relations Guidance Papers". There is also a section for "Upcoming Events" featuring the "2017 Labor Relations Conference" on June 19-21, 2017, with a "VIEW ALL EVENTS" button. A "VIDEOS" section is partially visible at the bottom right.

Contains information such as: chapter agreement database; pattern agreement guides; CIR info and meeting dates; surveys/reports; and guidance papers

Labor Relations Office

- A Resource to NECA's
 - Field Staff
 - Chapter Staff
 - And Members

. . . covering all aspects of the association's, chapter's, and contractor's relationship with the IBEW



- Supporting Executive Committee and Labor Relations Task Force in Discussions and Negotiations with the IBEW
- Direct interaction with IBEW International Staff addressing national, regional, and local issues
- Counseling and supporting chapter staff in resolving local issues
- Education to help prevent local issues

Labor Relations Activities

Ads on Demand
 Agreement Review & Posting to Website
 Mutual Gains Bargaining
 Bylaws Assistance
 CIR – Council on Industrial Relations
 National Health Care Plan
 NEBF (National Electrical Benefit Funds)
 Construction Labor Research Council
 Davis-Bacon
 NLG/LMCC
 District 10
 NMA
 Electrical Training ALLIANCE
 OSHA Transmission and Distribution
 Electronic Partnership
 Reciprocal Transfer System
 Oswego Creative
 Partnership Programs
 Employee Benefits Conference
 Pension Plan data
 Family Medical Care Plan
 Portability Agreement
 Powering America
 Inside Construction Wages/Outside
 Quality Connection
 Construction Friends
 Specialty Agreements
 International Specialty Agreements
 TQC (The Quality Connection)
 Labor Management Cooperation
 VDVNA – Voice-Data-Video National
 Committees – NEMCC/LMCC
 Labor Relations Task Force
 Website information and materials
 Labor Statistics
 Workforce Development
 Market Share Studies

Et Cetera

It all starts with

Multiemployer Bargaining

What is Multiemployer Bargaining?

What is Multiemployer Bargaining?

- Voluntary group bargaining
- Other industries do it, also
 - NFL
 - Automotive
- But Construction is Unique

Multiemployer Bargaining

- Only in construction can employers choose the union that will represent their workers
 - Section 8(f)
 - Pre-hire agreements
 - Usually referred to as Letters of Assent

Multiemployer Bargaining

Other industries are subject to Section 9(a)

- Authorization cards
- Showing of Majority
- Voluntary Recognition
- Certification Elections

What's the difference between Section 9(a) and Section 8(f) relationships?

- None, on a Day-to-Day Basis, but
 - Statutory Obligation to Continue to Bargain [9(a)]
 - No Statutory Obligation to Continue [8(f)]
 - Conversion
 - Contractual Obligation to Bargain

Multiemployer Bargaining

- The Chapter acts as the bargaining agent for the contractors
- The Chapter and Local Union are the Parties to the Agreement

Multiemployer Bargaining

- The Chapter, and therefore the contractors who serve on the negotiating committee, need to work in the best interests all signatory contractors, of the group as a whole

Structure of NECA/IBEW

“Labor Relations Ladder”	
NECA	IBEW
National Office	Int’l Office
Regional Director	Int’l Vice President
Field Rep	I.O. Rep
Chapter Manager	Business Manager
Employers	Employees



- Go up the ladder . . .
 - . . . one rung at a time
 - Going to a “friend” in the IBEW can backfire
 - Going to “national” first may just delay things

*What are some keys to
successful negotiations with the
union?*

Negotiations

- Alex Willis presentation on leadership tomorrow morning

Negotiations

- Two-part negotiations break-out session tomorrow afternoon

Negotiations

- An intriguing and generous look at how Northern New Jersey bargains by Justin Wright of Habitus Incorporated

Negotiations

- Ed Brodow closing keynote
Wednesday morning

*What happens if negotiations
aren't successful?*



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LABOR RELATIONS
CONFERENCE 2017

Negotiations

If you have CIR

- Binding Arbitration, no economic action
- Council weighs the arguments from both sides and renders a unanimous decision
- Did you reach a committee settlement?

Did the union committee “recommend” it?

Can you document that?

Negotiations


If you don't have CIR

- Strike or Lockout
- When may union strike?
- Preparing for Economic Action

How do I file for CIR?


To start the process, you must request a new submission form for each case and for each session using the “Request Submission Form” button on the CIR’s website.

www.thecir.org




- Home
- About CIR
- Basic Principles
- CIR Policy
- Rules for Submission
- Request Submission Form
- Preparing Briefs
- Hearing Procedure
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- Contact Us
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Home



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The services of the Council are available to either or both parties to a labor dispute whose local labor agreement provides for this means of resolving negotiating or grievance impasses. The Council encourages and supports local agreements. The Council does not solicit business. It exists to serve the industry and to help resolve only those issues upon which an impasse has been reached. Use of the Council should not be abused, nor should it be used as an excuse for not exhausting every possible effort by both parties to resolve disputes locally. The Council was never intended to be a substitute for the development of good faith labor-management relations on the local level.



Session Schedule:


Next Session (2016):
Feb 15th - Feb 17th

Place:
Capital Hilton
1001 16th St NW
Washington DC 20036
(202) 393-1000
[Website](#)

2016
May 16th - May 19th
Aug 15th - Aug 17th
Nov 14th - Nov 16th


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WIREMAN/LINEMAN CURRENT BENEFITS*

FUND	Paid by Employer (NEBF % of Gross Payroll)	Deducted from Pay Check
National Pension - NEBF	(NEBF % of Gross Payroll)	
Local Union Pension	% or \$ per hour	% or \$ per hour
Health and Welfare	% or \$ per hour	% or \$ per hour
Annuity Plan	% or \$ per hour	% or \$ per hour
Vacation Pay	% or \$ per hour	% or \$ per hour
Holiday Pay	% or \$ per hour	% or \$ per hour
Apprenticeship	% or \$ per hour	% or \$ per hour
Educational	% or \$ per hour	% or \$ per hour
Industry	% or \$ per hour	% or \$ per hour
Other	% or \$ per hour	% or \$ per hour

- Have the parties agreed on an effective date for all changes? Yes ☐ No ☐
- If the answer is "Yes" give effective date _____. If answer is "No", Council will set effective date.
- The parties have met for _____ hours in an effort to reach agreement through local negotiations. The most recent meeting took place on _____.

NOTICE: ALL OF THE FOLLOWING MUST BE FILLED IN WITH THE EXCEPTION OF ONE SIGNATURE IN THE CASE OF UNILATERAL SUBMISSIONS. ALL OTHER INFORMATION MUST BE PROVIDED.

FOR THE EMPLOYER

L. K. Comstock
(Signature)

L. K. Comstock
(Print or Type Name Here)

Chapter Manager
(Title)

Metropolitan Chapter, NECA
1730 Ring Street
Springfield
(City) (State) (Zip)

Phone: 976-555-1234

FOR THE UNION

Charles Ford
(Signature)

Charles Ford
(Print or Type Name Here)

Business Manager
(Title)

Local Union No. 3A3
1125 Fifteenth Street
Springfield
(City) (State) (Zip)

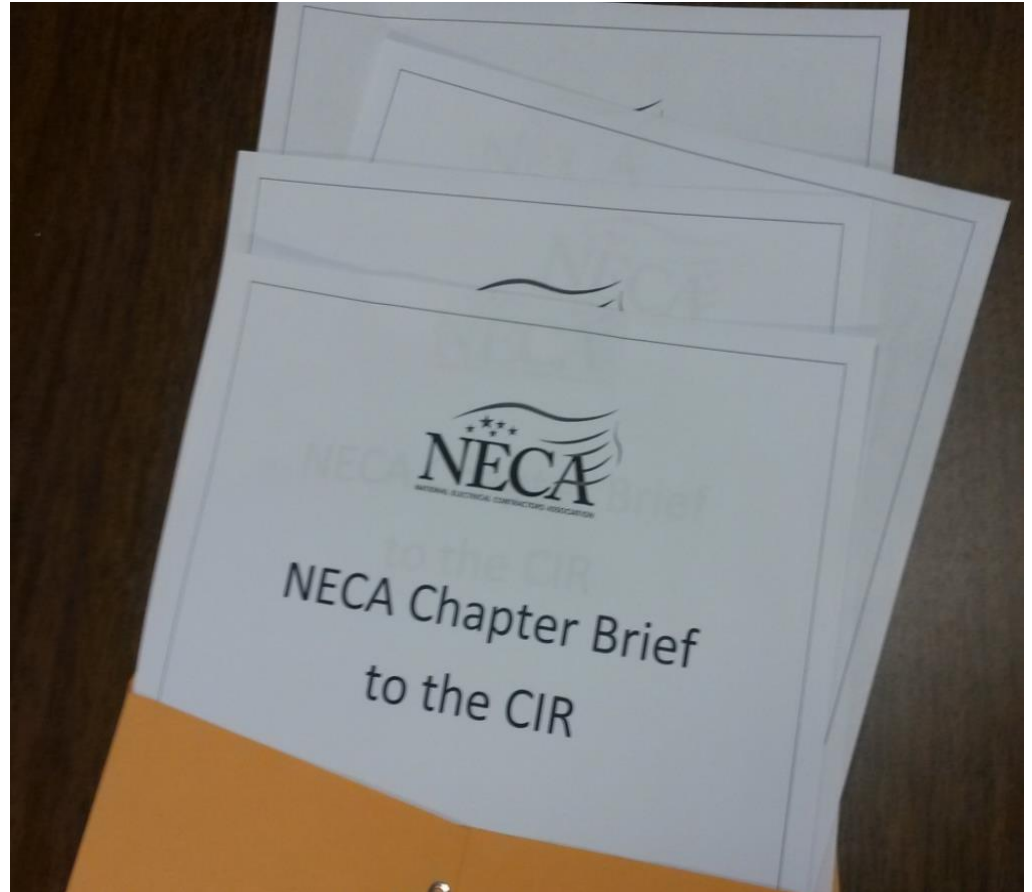
Phone: 976-555-4321

THE AUTHORIZED REPRESENTATIVES OF THE ABOVE NAMED PARTIES HEREBY AGREE AS FOLLOWS:

- To submit for adjudication by the Council the issues listed on Page 2, which we have attempted without success, to settle through local negotiations; and to accept as final and binding the decision rendered by the Council.
- To submit for wage review by the Council the information listed on Pages 3, 4, 5 and 6.

Only one
Submission Form
signed in blue ink
is to be mailed;
no copies
necessary

Four *PAPER*
copies of briefs
(if filed) and
CBAs must be
mailed in.



Submission Form must be mailed in a separate envelope from the briefs and CBAs!

WIREMAN/LINEMAN CURRENT BENEFITS*

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Industry	% or \$ per hour	% or \$ per hour
Other	% or \$ per hour	% or \$ per hour

1. Have the parties agreed on an effective date for all changes? Yes ☐ No ☐ If answer is "No", Council will set effective date.

2. If the answer is "Yes" give effective date: _____

3. The parties have met for _____ hours in an effort to reach agreement through local negotiations. The most recent meeting took place on _____.

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FOR THE EMPLOYER

L. K. Comstock (Signature)
L. K. Comstock (Print or Type Name Here)
Chapter Manager (Title)
Metropolitan Chapter, NECA
1730 Ring Street (Street)
Springfield (City) (Zip)

FOR THE UNION

Charles Ford (Signature)
Charles Ford (Print or Type Name Here)
Business Manager (Title)
Local Union No. 343
1125 Fifteenth Street (Street)
Springfield (City) (Zip)

Phone: 976-555-1234 Phone: 976-555-4321

THE AUTHORIZED REPRESENTATIVES OF THE ABOVE NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. To submit the application by the Council the issues listed on Page 2, which we have attempted without success, to settle through local negotiations; and to accept as final and binding the decision rendered by the Council.

2. To submit the wage review by the Council the information listed on Pages 1, 4, 5 and 6.



Briefs and CBAs should be sent in the same package, but only a total of four CBAs are needed so please coordinate with the other party on sending CBAs.



Paper copies may be sent using services like FedEx and UPS as well as the Postal Service.



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CONFERENCE 2017

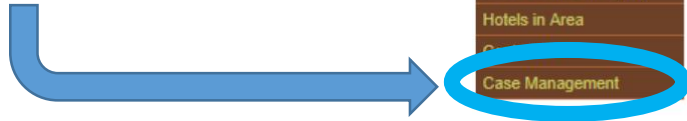
In all cases use a priority,
trackable, guaranteed
delivery product like
“Priority” or “Second Day.”

Do not use Certified Mail



It takes too long

Electronic copies are uploaded through “*thecir.org*” using the “*case management*” button




Council on Industrial Relations

Dedicated to harmony and prosperity in the electrical industry through arbitration


- Home
- About CIR
- Basic Principles
- CIR Policy
- Rules for Submission
- Request Submission Form
- Preparing Briefs
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UserID (your email) and Password will be provided by the Secretary of the CIR

CIR
Case Management

Email

Password

Login

[Forgot Password](#)

UserID (your email) and Password will be provided by the Secretary of the CIR

CIR
Case Management

Email

Password

[Forgot Password](#)

Select "Files" to upload your brief.

COUNCIL ON INDUSTRIAL RELATIONS
Case Management

Welcome: Chuck Kelly | [Logout](#)

Files Users Groups Panels Case Update Decisions Search Interpretations Correspondence Exec Committee

CaseInfo: Case Ref: Employer:
Case Type: **Grievance** Status: **Active**
Period: **Feb: 2016** Local Union:
Agreement Type: **Inside**

Use the grid below to manage the files for this case. You may upload files in the dialog below the file grid.

>>	File Ref	View	iPad/Chrome	Upload Date	File Type	Description	Uploaded By	Delete
	2819	view	iPad/Chrome	01/12/2016 04:51 PM	Union Brief			delete
	2820	view	iPad/Chrome	01/12/2016 04:52 PM	Submission Form			delete
	2821	view	iPad/Chrome	01/12/2016 04:53 PM	Other	Labor Agreement		delete
	2825	view	iPad/Chrome	01/12/2016 05:29 PM	Employer Brief			delete

Page 1 of 1 (4 items)

To upload a file, select file type from the drop down menu and type a description for the file.
Browse your file system for the file and click Upload after you have selected the file.

File Type: [Select File Type] ▼

Description:

File:

Files are uploaded directly from your computer to the CIR website using the upload function here.

COUNCIL ON INDUSTRIAL RELATIONS

Case Management

Welcome: Chuck Kelly | [Logout](#)

Cases **Files** Users Groups Panels Case Update Decisions Search Interpretations Correspondence Exec Committee

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	2821	view	iPad/Chrome	01/12/2016 04:53 PM	Other	Labor Agreement		delete
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File Type: [Select File Type]

Description:

File:

The deadline for submitting case documents remains the “first day of the month in which the hearing is scheduled.”

2016																											
January							February							March							April						
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November							December							January							February						
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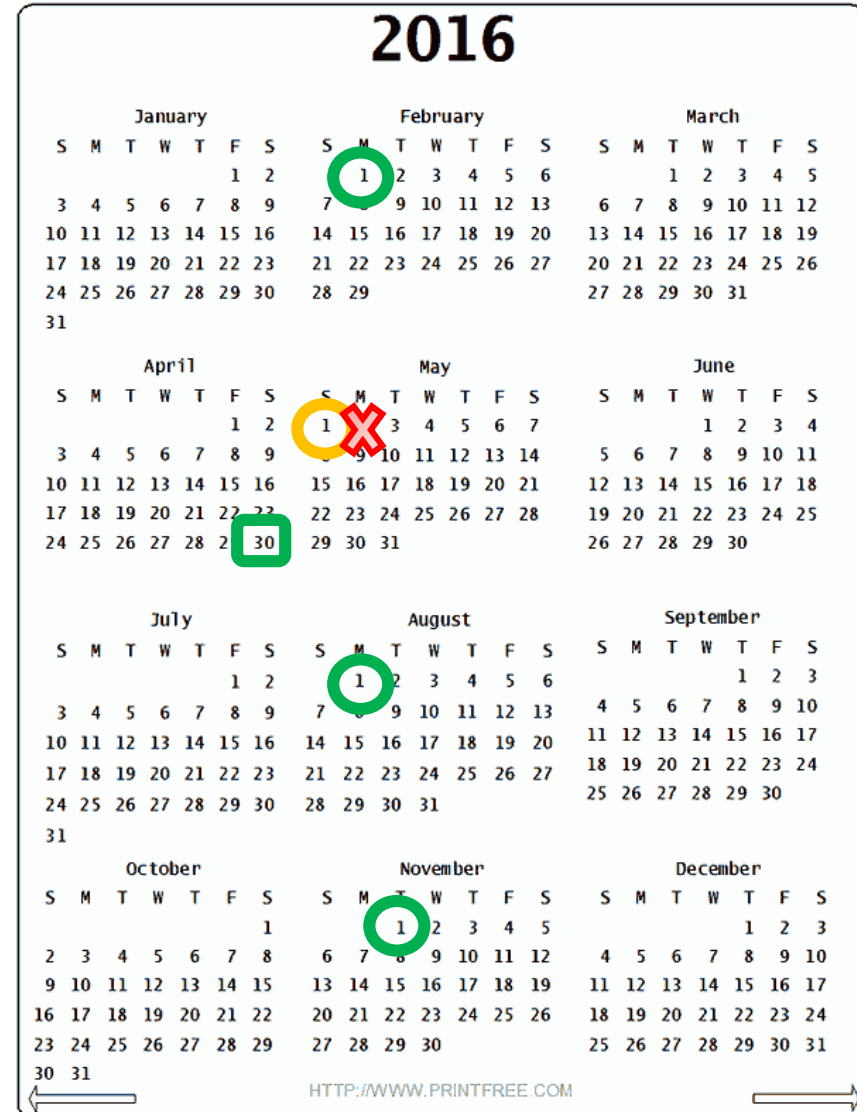
HTTP://WWW.PRINTFREE.COM

The deadline for submitting case documents remains the “first day of the month in which the hearing is scheduled.”

If the first is a Sunday or Holiday, such as in May 2016, you must still mail *on or before* the first.

Monday, May 2nd is too late.

The website will not accept uploads after midnight (Eastern Time) on the first.



You must still physically exchange a paper copy of your brief with the other party.



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Electronic filing should be ONE document in WORD or PDF.

Bear in mind everything will be read on screen on a laptop, tablet or even a phone.



Multiple documents will make reading and following oral presentation very difficult.

No audio, video, or animations.

You wouldn't send
paper documents
like this.

Don't send the
electronic equivalent
either.



- It is YOUR responsibility to assure that the files you intended to send made it to the website!



COUNCIL ON INDUSTRIAL RELATIONS

Case Management

Welcome: Chuck Kelly | [Logout](#)

Cases
Files
Users
Groups
Panels
Case Update
Decisions
Search
Interpretations
Correspondence
Exec Committee

CaseInfo: Case Ref: _____ Employer: _____

Case Type: **Grievance** Status: **Active**

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⏪
⏴
⏵
⏩

Page 1 of 1 (4 items)

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File Type: [Select File Type] ▼

Description:

File: Browse...

Upload



It is YOUR responsibility to check the other party's uploaded documents to assure they are the same as the paper ones given to you

- Panel members see only the electronic version
- No one at CIR, NECA, or the IBEW will cross check the documents

Fun Facts

CIR's first decision involved the Detroit Chapter and Local 58 and was issued February 17, 1921

1921 – 1945	36 cases
1946 – 1965	1,068
1966 – 1985	3,943
1986 – present	3,527
Total case load	8,574

Fun Facts

Geary Higgins first case:

May 13, 1985

#4880

There have been 3,694 cases since – that's over 43% of all CIR cases heard!

How do I get a good decision?



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How do I get a good decision?

Settle at home

If you come to Council, you may well be disappointed

Don't bring a "loser" – bad facts can lead to bad decisions

How do I get a good decision?

Emphasize the important issues.

Make it clear what you want.

Make it clear what you don't want.

Connect the dots.

Don't overwhelm the panel with redundant or unnecessary information.

How do I get a good decision?

Workshop tomorrow afternoon at 1:00

CIR Preparation and Presentation

What is “Category I Language”; where did it come from; why do I have to use it?



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CONFERENCE 2017

*What is “Category I
Language”; where did it come
from; why do I have to use it?*



NECA
LABOR RELATIONS
CONFERENCE 2017

*What is “Category I
Language”; where did it come
from; why do I have to use it?*



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LABOR RELATIONS
CONFERENCE 2017

What is “Category I Language”; where did it come from; why do I have to use it?

Because the Board of Governors says so.

Standard Language

NEBF – 1947

Separability – 1951

Favored Nations - 1956

Referral – 1958 (Mountain Pacific)

Portability – 1959

First Clause – 1960

Classifications – 1966

Apprenticeship – 1968

CIR – 1968/1974

Annulment/Subcontracting - 1970

National Agreement – December 1976



National Agreement

- NEBF from 1% to 3%
- Increment Pension Plan (since discontinued)
- Shift Clause
- Managements Rights
- 1 to 3 Apprentice Ratio
- National Electrical Industry Fund (since discontinued)

Category I

First use of terms “Category I” and “Category II” – April 1981

NECA and IBEW published language separately until 2001

Joint “Pattern Agreement Guide”

For Inside, Outside, and Residential only

Pattern Agreement Guide

PAG contains standard forms of required or recommended language.

Available on the NECA Website

- Language in **RED** is Category I
- Language in **BLUE** is Category II
- Language in **PURPLE** is Recommended or Optional
- Language in **BLACK** comprises common provisions covering a range of issues

TABLE OF CONTENTS – INSIDE CONSTRUCTION

COLOR KEY: **RED = CATEGORY I** **BLUE = CATEGORY II**
PURPLE = OPTIONAL LANGUAGE **BLACK = COMMON PROVISIONS**

Article and Section numbers are for illustrative purposes only.

	<u>Section</u>	<u>Pages</u>	<u>Category</u>
First Clause	8.....		I
Basic Principles.....	8		

Article I: Effective Date/Changes/Grievances/Disputes

Standard CIR Language	1.01-1.09	9-11	I
Modified CIR Language <i>(Alternate - Verbatim).....</i>	1.01-1.09	11-14	I

Article II: Employer Rights / Union Rights

Management Rights	2.02.....	15.....	I
Foreman Call-Out By Name (Optional)	2.03.....	15-16	
Workers' Comp Insurance	2.04.....	16	
Surety Bond	2.05(a)	16	
Joint Venture	2.06	16	
Union Recognition.....	2.07(a)	16-17	
Work Preservation.....	2.08.....	17-18	II
Non-resident Employees - (Portability).....	2.09.....	18.....	I
Favored Nations	2.10.....	18.....	I
Union Right to Discipline Members	2.15	19	
Appointment of Stewards	2.16	19	
Union Job Access.....	2.17	19	
Picket Language.....	2.18	19-20	
Tool List.....	2.20	20	
Union Security	2.23	20-21	
Age-Ratio	2.24.....	21.....	II
Annulment/Subcontracting	2.25.....	21.....	I

ARTICLE II EMPLOYER RIGHTS/UNION RIGHTS

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing at least one Journeyman Wireman.

MANAGEMENT RIGHTS:

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.

FOREMAN CALL-OUT BY NAME: *(Optional Language)*

Note: This is Optional Language approved by the IBEW International and NECA National which may be utilized when an Employer wishes to call out a Foreman by name. This is current CIR pattern language. It is approvable, but alternate language may be negotiated and agreed upon at the local level.

Section 2.03. The employer shall have the right to call a Foreman by name provided:

- A) The employee has not quit his previous employer within the past two weeks.
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority



Category I Definition

- By joint recommendation and in written agreement, all 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. 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 Definition

- Provisions which the IBEW International Office recommends but which National **NECA has not endorsed**. These provisions need to be negotiated locally. If adopted, **this language must be inserted verbatim** into the collective bargaining agreement.

Recommended/Optional

- Language that is acceptable to the IBEW International and NECA National, is **approvable**, 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, the CW/CE Addendum and the NEAP language must be used verbatim.

Common Provisions

- Common provisions are listed for consideration by the local parties. They must be locally negotiated and agreed upon or modified as determined by the local parties.

Category I Provisions

- First Clause
- CIR Language (Standard or Modified)
- Managements Rights
- Non-resident Employee (Portability)
- Favored Nations
- Annulment/Subcontracting

Category I (cont'd)

- Classifications/Wages
- Apprenticeship (6 or 10 Periods)
- Shift Clause (Standard or 3 Alternates)
- Referral including Repeated Discharge
- JATC Language
- National Electrical Benefit Fund

Category I (cont'd)

- National Electrical Industry Fund
- National Labor Management Cooperation Committee
- Local LMCC
- Substance Abuse (Enabling Language)
- Code of Excellence (Enabling Language)
- Separability

Category I (cont'd)

- Does not set wages
- Does not establish start/quit times
- Does not establish overtime premiums
- Does not require holidays or vacations
- Except for NEBF (3%) and NLMCC (1 cent per hour), does not set medical, pension, annuity or other fringe benefit rates or even require such funds

Category I (cont'd)

- Does not establish crew structure
- Does not prevent expansion of JATC ratios
- Does not require funding for Local LMCCs
- Does not prevent the parties from modifying or even eliminating the shift premiums
- Does not prevent expanded portability



Category II Provisions

- Work Preservation
- Age Ratio
- Union Dues Deduction
- Re-registration (Referral)
- Reverse Layoff
- Safety/Employer Responsibility



Recommended/Optional Alternatives Allowed

- Foreman Call-By-Name
- Four-Tens
- Direct Deposit
- Journeyman Recall

Recommended/Optional Verbatim

- National Electrical Annuity Plan
- National Electrical 401(k) Plan
- CW/CE Addendum

Common Provisions

- All the stuff in **BLACK** is there as an illustration of potential language
- It mostly comes from the IBEW and is acceptable to/approvable by the IBEW
- You can put it in; leave it out; change it
- It is subject to normal IBEW approval if changed



Common Provisions

- Starting and Quitting Time
- Work Hours
- Workday/Workweek
- Payday and Waiting Time
- Wage Rates
- Fringe Benefits
 - Type ◇ Contribution Rate ◇ Percentage or Hours Worked or Hours Paid ◇ Bonding ◇ Remedies

Common Provisions

- Overtime/Premium Time
- Holidays
- Foremen/Crew Ratios
- Show-Up Pay
- Travel pay
- Per Diem

Common Provisions

- Continuing Education
- Bonding
- Tool List
- COPE
- Vacation
- Administrative Maintenance Funds
- Safety Language

Common Provisions

- Stewards
- Joint Venture
- Union Recognition
- Union Right to Discipline Members
- Union Job Access
- Union Security
- Picket Language

Common Provisions

- Workers Compensation Insurance
- Default on Required Payments
- Supplemental Unemployment
- Sunset Provisions
- **ETC**

Authority/Enforcement

- Category I Language Affirmed by Board of Governors
- Condition of Charter and/or Membership
- CIR
- IBEW Approval

Approval and Review

- IBEW Approves
 - Category I
 - Policy
- NECA Reviews
 - Category I
 - Legal tenability

Approval and Review

- Chapter receives
 - Review letter from NECA
 - Summary of approval letter from IBEW
- Chapter required to
 - Send in copy for review (electronic okay)
 - Post agreement to database on website

*Speaking of “review,” what’s up
with chapter bylaws?*

Bylaws Review and Approval

- To be “legal”, Chapter Bylaws must be approved by National Association
 - IRS tax qualification
 - Department of Labor implications
 - Governance issues

Bylaws Review and Approval

- Submit to Secretary-Treasurer
 - Electronic okay
- Reviewed by staff
 - Model bylaws available online
- Approval and/or comments sent to Chapter

What does “Mandatory Subjects of Bargaining” mean?

What does “Mandatory Subjects of Bargaining” mean?

- Mandatory
- Permissive (non-mandatory)
- Illegal

Mandatory Subjects

Obligation to bargain in good faith over wages, hours, and other terms and conditions of employment

- Wages, benefits, profit sharing
- Work hours, overtime, holidays, vacations
- Safety
- Drug testing for current employees
- Hiring halls
- Grievance arbitration

Mandatory Subjects

Mandatory subjects must be discussed;
they do not have to be agreed to

Can go to “impasse” or “strike” over
mandatory subjects

Permissive Subjects

Items that the parties are permitted, but not required to bargain over – no duty to bargain in good faith

- Performance bonds
- Size of negotiating committee
- Ratifying the settlement by the union membership
- Inclusion of supervisory personnel in bargaining unit
- Binding interest arbitration (CIR)
- Administrative Maintenance Funds

Permissive Subjects

Items that the parties are permitted, but not required to bargain over – no duty to bargain in good faith

- Performance bonds
- Size of negotiating committee
- Ratifying the settlement by the union membership
- Inclusion of supervisory personnel in bargaining unit
- Binding interest arbitration (CIR)
- Administrative Maintenance Funds

Permissive Subjects

Cannot go to “impasse” or “strike” over including permissive subjects in the agreement – whether you seek to add or maintain the item

Illegal Subjects

Items that it is unlawful to discuss or agree to even if both parties want them

- Bargaining on issues beyond the bargaining unit
- Bargaining with one union to change the jurisdiction of another union
- “Closed shop” provision, as opposed to “union shop”
- “Hot cargo” or “secondary boycott” provisions not protected by the construction industry proviso
- Clauses that violate federal and/or state laws



Illegal Subjects

Illegal subjects are not to be discussed –
they are illegal

What is an Unfair Labor Practice?

What is an Unfair Labor Practice?

An Unfair Labor Practice (ULP) is

- An Unlawful Act, not just an “Unfair” act
- Enforced by NLRB
 - Not everything that upsets the union is a ULP; however. . .

What is an Unfair Labor Practice?

- Employers must not interfere with employees exercise of their right to organize contained in Section 7 of the National Labor Relations Act
- Employers must bargain in good faith over mandatory subjects of bargaining



What is an Unfair Labor Practice?

- Employers must not interfere with employees exercise of their right to organize contained in Section 7 of the National Labor Relations Act
 - Can't have policies that improperly restrict, or cause the termination or discipline of, workers for engaging in protected concerted activities

What is an Unfair Labor Practice?

- Can't have policies that improperly restrict, or cause the termination or discipline of, workers for engaging in protected concerted activities

*Gary Lieber will be addressing this in detail
Wednesday morning*

What is an Unfair Labor Practice?

- Employers must bargain in good faith over mandatory subjects of bargaining
 - Don't have to reach a settlement, but you must at least intend to
 - Cannot take actions designed to prevent settlement
 - Cannot unilaterally change the terms of the agreement – company policies
 - Must provide information to union

ULP Charges

- Procedural Review
 - Charging
 - Investigating
 - Deciding
 - Trying
 - Appealing
 - Enforcing



ULP Deferral

Also known as Collyerizing

Old rules, NLRB usually deferred to the grievance provisions in the agreement

New rules [Babcock & Wilcox] deferral will be much more difficult to attain in alleged interference claims

ULP Deferral

New rules also apply to settlement agreements

Just paying them something to make them go away may not settle the case



Not-So-Related Issue

- Not-So-Related Issue
 - FLSA Issues
 - Travel time
 - Training time
 - Tramp time (per diem)

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NLMCC Purposes

- Improve communications
- Achieve operational efficiencies
- Address problems outside collective bargaining
- Eliminate problems that reduce competitiveness
- Sponsor programs to improve job security and enhance development

NLMCC Purposes

- Encourage & support local LMCCs
- Engage in research and development
- Engage in public education
- Involve workers in making decisions that affect their working lives
 - and
- *Engage in any other lawful activity related to these goals*

Local LMCCs

- Pretty much the same purposes as National LMCC
- Chapter Manager is the local collection agent for the NLMCC

Local LMCCs

- Standard language requires a trust, though not required by law
- It must conform to certain IRS requirements (Form 990)
 - Visit with your chapter auditors and attorneys for compliance information

NLMCC Programs

- Studies, Advertising, Support for Local Programs, Leadership Retreats, Partnering, Job Fairs
- JATC Media Kit (NEW!)
- Business Development
- Special Budget Item to assist in recruiting

NECANet NLMCC page has:

Background Information ♦ Implementing Documents and Agreement Language ♦
Current Programs ♦ Frequently Asked Questions ♦ Annual Reports for the NLMCC ♦
Mailing Address for Contributions and Contact Information



Job Fairs

2015

- \$500,000
- 25 Events
- 1500 Attendees
- 174 Direct Hires

2016

- \$766,000
- 35 Events
- 3000 Attendees
- 500 Direct Hires

2017

- \$750,000 Budgeted
- \$450,000 Committed/Spent
- 22 Events
- 2,100 Attendees
- 350 Direct Hires

JATC Media Kit

- Problem:
 - Promoting the NECA/IBEW training program to local communities has been a challenge for decades. For far too long, the career opportunities available to industry newcomers (even non-union workers) has been casually referred to as “our best kept secret.”

JATC Media Kit

- Three Primary Reasons
 - 1. Local people don't recognize the outreach as part of their job
 - 2. Lack of knowledge, or tools, to successfully promote
 - 3. “that's just the way it is” has become an accepted mantra

JATC Media Kit

- The Solution
 - Provide a “Tool Kit”
 - Invite Local Media
 - Provide outreach content
 - Provide structure and information needed to tell the story
 - A “fill in the blanks” package
 - Tip Sheet
 - Q & A Talking Points

JATC Media Kit

- Video Content
- Apprentices in Action
- Apprentice Testimonials
- Unveiled at 2017 NTI

Discrimination Issues

- Hiring and Termination decisions are also affected by the various equal opportunity and anti-discrimination laws
- With more direct hire opportunities – job fairs, CW/CEs, employers must take care in the hiring process
- Presentation on “Hiring and EEO Issues” by Attorney Anessa Abrams
 - Tuesday afternoon @ 1:00
 - Will be repeated @ 2:30

NLMCC Service Requests

- Joint request from both parties with details
 - Objective, program, how this fits overall goals of NLMCC, financials
- Sent to IBEW Vice President and NECA Regional Director
- If they approve, sent to NLMCC Trustees through NECA

NLMCC Service Requests

- Must have funded Local LMCC
 - Or at least mechanisms to fund project
- Must be approved in advance
 - No retroactive requests
- Grants for activities/structures
 - Not for giveaways/trinkets

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LMCC Cautions

- Not many rules, not much case law, ***you don't want to be the one to establish them***
- If your local LMCC has employees, it is an employer
 - LM10 obligations?

*Do I have to file an LM-10
Form?*



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Do I have to file an LM-10 Form?

- Did you give a union, union employee, or union official cash, gifts, or other things of value of \$250 or more?
 - Not including wages, fringe benefits, withheld dues, legal judgments, etc.
 - But including golf outings, appreciation banquets, etc.

If yes, then YES!

Labor Relations Activities

- Employee Benefits Conference
 - Next to be held January 25 & 26, 2018
 - Naples Beach Florida
 - Registration and hotel information will be on Meetings and Events Page on the website with a link to the IBEW registration site
- ERTS: Employee Reciprocal Transfer System

Chapter has little interaction with this, but if you need access, call Chuck Kelly for Password info

Trust Fund Issues

- Every Trustee, Chapter Manager, or Staff Person who Administers Trust Funds or Benefit Plans Should Attend Educational Programs
- Joint Conference or International Foundation of Employee Benefit Plans
 - For new trustees, IFEBP programs are essential
www.ifebp.org/education/schedule

Trust Fund Issues

- Laws are strict, complex, and sometimes seem backwards
- Penalties are SEVERE!
 - Even for well-meaning mistakes
- Presentation by Attorney Jim Cole
 - Tuesday afternoon @ 1:00
 - Will be repeated @ 2:30

Labor Relations Activities

- Collective Bargaining Seminar Series
 - Five modules
 - Labor Relations Basics ◇ Selecting the Negotiating Team ◇ Negotiations ◇ Grievance Handling ◇ Preparation and Presentation at CIR ◇ Strike Seminar

Delivered by the field staff through Education and Training office

Questions



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