

Collective Bargaining Seminar Part 1 Preparations and Presentations

Contact Information





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NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION





Relationships are important















What is Collective Bargaining?



A process of negotiation between <u>representatives</u> of employers and employees to obtain an agreement on hours, wages and working conditions.













Authority to Represent Letter of Assent "A"



LETTER OF ASSENT - A In signing this letter of assent, the undersigned firm does hereby authorize.* as is collective bargaining representative for all matters costained in or pertaining to	
	and Local Union 3 IBEV
In doing so, the undersigned firm agrees to comply with, and be bound by	y, all of the provisions contained in said current and subsequent approved tabe
agreements. This authorization, in compliance with the current appro-	wed labor agreement, shall become effective on the ' day
It shall remain in effect	until terminated by the undersigned employer giving written notice to the
	and to the Local Union at least one hundre
fifty (150) days prior to the then current anniversary date of the applicable i	approved labor agreement.
Local Union as the NLRA Section 9(a) collective bargaining agent for all em Union on all present and future jobelites.	of Union to represent them is collective bargalaing, the Employer will recognize the players performing electrical construction work within the jurisdiction of the Loc
undersigned employer is not a member of the National Electrical Contractor	the District of Maryland on October 10, 1980, in Civil Action HM-77-1202, it is a Association, this letter of assent shall not bind the parties to any provision in the fulsely Pand, unless the above Orders of Court shall be stayed, reversed on appea
SUBJECT TO THE APPROVAL OF THE INTERNATION	AL PRESIDENT, IBEW
Name of Firm	
Street Address/P.O. Box Number	
City, State (Abbr.) Zip Code	
Federal Employer Identification No.:	
Federal Employer Identification No.:	SIGNED FOR THE UNION I, IBEW
Federal Employer Identification No. SIGNED FOR THE EMPLOYER	,
Federal Employer Identification No.:	
Federal Employer Identification No.:	BY '(original signature)
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Tederal Employer Mentification No. SIGNED FOR THE EMPLOYER BY	BY ' (original signature) NAME * TITLE/DATE replace to make to assert to be processed * EMPLOYERS HANGE & ADRESS Print or type Company name & address.
Tederal Employer Identification No. SIGNED FOR THE EMPLOYER SY	BY ' (original signature) NAME * TITLEOATE TOTALE TO THE TE SEARCH D. IN PROCESSES **EMPLOYEES** NAME & ADDRESS
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Federal Engloyer Identification No.: SIGNED FOR THE EMPLOYER STY. (original signature) AAME (original signature) NAME of CHAPTER OR ASSOCIATION Internal arms of NICA Captur or Contraction involved. TYPE OF AGREEMED English Links, voiced boiling, residently or green and the contraction of agreement. English Links with the Chapture of Contraction of Story, for the Chapture of Contraction of Story, for the Chapture of Contraction of Contraction of Story, for the Chapture of Contraction of Cont	BY ' (original signature) NAME * TITLE/DATE TITLE/DATE TOTALE TO THE TRANSPORT OF THE T
Federal Engloyer Identification No. SIGNED FOR THE EMPLOYER BY (original signature) NAME (original signature) INTERDATE INSTRUCTIONS (pol kenns ment les con NAME OF CHAPTER OR ASSOCIATION Intern ful same of NIGA Chapter or Centrasters Association involved. Baster type of agreement. Example Inside, Oreside Unity, Ostalde Connectal, Oxide Telephone, Relaterials, More Shop, Sign, Tree Trimning, ore. The Local Units owner obtain a separate seren to each LOCAL LINION.	BY 1 NAME * TITLE/DATE TITLE/DATE Opinion to under for assert to be processed: **LEMPLOYERS HAMES & ADDRESS From or type Company name all address. **FEDERAL EMPLOYER IDENTIFICATION NO. Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service. **SIGNATURES
Federal Engloyer Identification No.: SIGNED FOR THE EMPLOYER BY	BY 1 NAME * (original signature) NAME * (reginal or under to manet to be processed processed or manet to be processed processed or the company and a defense. *FEDERAL BUTLOYER IDENTIFICATION NO. Lowe the identification made which mast appear on all forms filed by the employer with the listeral Revenue Service. *SIGNATURES *SIGNATURES *NORMET SHAME: Print or type the name of the person liginate the Letter of Ancest. International Office copy must contain around signatures not repro- functed of Copyany regressionals are with as a Loud Libror coffer- FOR COR PILES, FORWARD COME, COPY TO THE BIRDS DESTRICT VICE OF CORD PILES AND

"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 is not...

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- 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 <u>must</u> be bargained
- **Permissive** (non-Mandatory) Topics that <u>may</u> be bargained
- Illegal Topics that <u>cannot</u> 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-ofwork 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

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



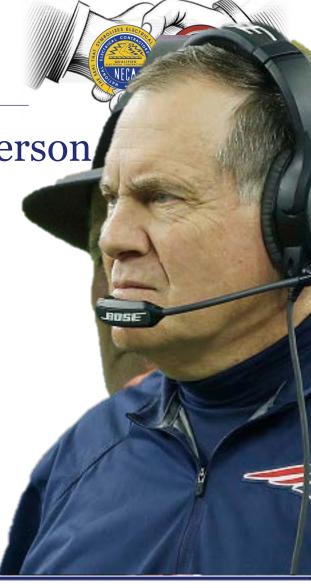


Committee's conduct

Establish a committee spokesperson

No outside meetings—unity is paramount

- Handling threats
- Maintain ethical behavior

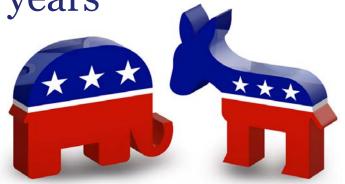




Committee's realities



- 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

- NECA STATE OF THE PARTY OF THE
- 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!









"Our greatest weakness lies in giving up." *Thomas Edison*



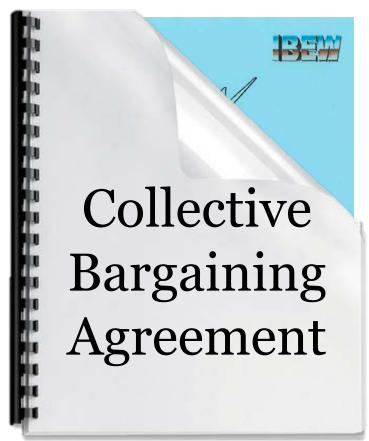






The target is the CBA









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 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, 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)





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(* 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.





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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

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- 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













Opening the process

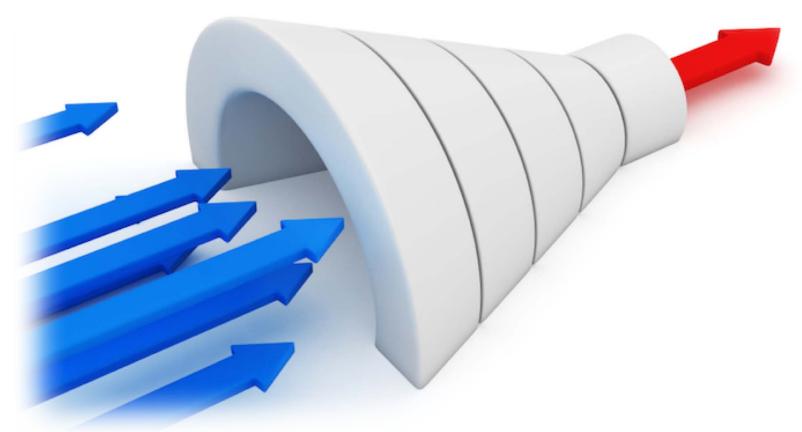






Focusing the process









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





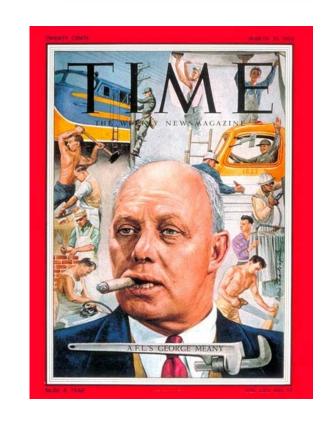


Recognize Union goals

NELA SENSOR

- 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





Agenda

Issue tracking forms

Proposal forms

Notes forms

Minutes & exhibits

• New, deleted, or changed language





The Issues Form



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







The Proposal Form



Final Item #	<u>Sponsor</u>	Sec	etion_	<u>Action</u>	Date		
3	NECA	3.0	01 a	Agreed	3-15-12		
Existing Language:	age: Eight hours work between the hours of 8:00 A.M. and 4:30 P.M . with than thirty minutes for lunch period, shall constitute a workday. (The Section 3.01 (a) remains intact.)						
Proposed Language:	than thirty minutes	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:		for lunch	n period, s	too A.M. and 6:30 hall constitute a wor	P.M . with not more rkday. (The rest of		
Agreed Language:	O	for lunch	n period, sl	hall constitute a wor	P.M. with not more rkday. (The rest of		
For NECA:	3-1	5-12	For I	BEW:	3-15-12		







The Notes Form



Final Item #	<u>Sponsor</u> NECA	Section 3.01 a	Action Agreed	<u>Date</u> 3-15-12			
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>i.e.</i> : 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.						
For NECA:	3-1	5-12 For	IBEW:	3-15-12			







Documenting your positions









Using charts – wage history



Total Package Increases



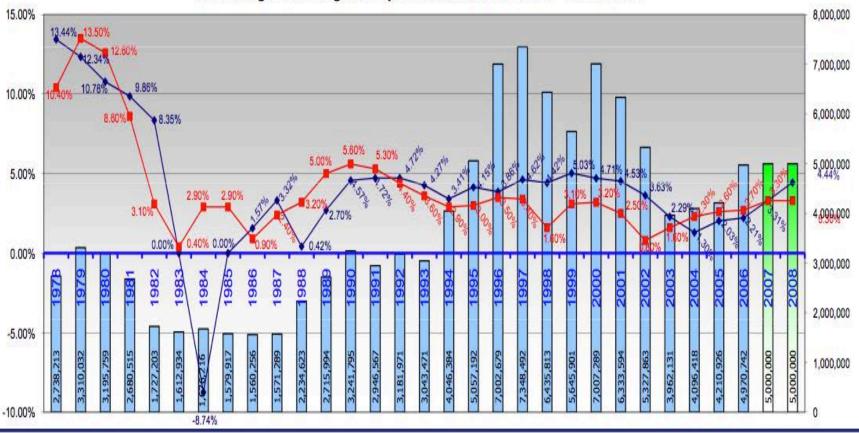




Using charts – industry data



CPI & Wage Percentages Compared to Actual Manhours - LU48 Inside







Using spreadsheets



Local Union 48 MANPOWER REPORT

			5 1 <i>11</i> 11 11 0 11		LU48 Wage	
YEAR	#EMPLOYER	#EMPLOYEE	MANHOURS	INCREASE	Package	Portland CPI
1978	180	1711	2,738,213	\$1.50	13.44%	10.40%
1979	182	2135	3,310,032	\$2.06	12.34%	13.50%
1980	177	2176	3,195,759	\$2.05	10.78%	12.60%
1981	177	1691	2,680,515	\$2.04	9.68%	8.60%
1982	172	1262	1,727,203	\$1.93	8.35%	3.10%
1983	147	1055	1,612,934	\$0.00	0.00%	0.40%
1984	151	1308	1,676,216	(\$2.19)	-8.74%	2.90%
1985	135	1080	1,579,917	\$0.00	0.00%	2.90%
1986	129	1020	1,560,256	\$0.36	1.57%	0.90%
1987	118	903	1,571,289	\$0.77	3.32%	2.40%







Using NLMCC data



NLMCC Annua	l Inside Ma	irket Share S	Summaries
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_]	Employmen	t		Wages	
Local Union	IBEW	Total Industry	Share	IBEW	Total Industry	Share
NECA District:	4					
Illinois Chapter						
Illinois Chapter						
2004	2,929	4,586	64%	\$129,846,006	\$187,937,329	69%
2005	2,924	4,311	68%	\$132,990,283	\$189,491,436	70%
2006	2,904	4,483	65%	\$138,099,299	\$206,472,239	67%
2007	3,189	4,807	66%	\$161,346,919	\$232,479,265	69%
2008	3,588	4,848	74%	\$198,165,368	\$265,399,557	75%
2009	3,360	4,441	76%	\$197,652,488	\$247,349,999	80%
2010	3,299	4,482	74%	\$208,378,515	\$268,104,936	78%
2011	3,459	4,355	79%	\$232,332,406	\$276,738,254	84%
2012	2,974	3,784	79%	\$165,570,835	\$213,137,562	78%
2013	2,748	3,687	75%	\$149,401,519	\$195,971,511	76%

NLMCC Annual Inside Market Share Summaries

]	Employmen	t		Wages	
			Total			Total	
Local Union		IBEW	Industry	Share	IBEW	Industry	Share
NE	CA District:	4					
	ois Chapter						
146	Decatur, IL						
	2004	441	659	67%	\$21,467,118	\$27,136,122	799
	2005	421	667	63%	\$20,631,572	\$28,490,143	729
	2006	399	697	57%	\$20,264,035	\$30,395,310	679
	2007	478	779	61%	\$24,881,639	\$31,965,275	789
	2008	530	730	73%	\$29,545,474	\$35,343,046	849
	2009	491	660	74%	\$28,660,185	\$29,723,882	969
	2010	326	565	58%	\$17,815,044	\$27,606,894	659
	2011	387	561	69%	\$21,772,982	\$29,344,270	749
	2012	398	550	72%	\$21,557,715	\$28,134,563	779
	2013	407	520	78%	\$23,865,845	\$28,053,085	859
193	Springfield, IL						
	2004	351	590	59%	\$14,556,838	\$23,845,794	619
	2005	328	557	59%	\$14,759,070	\$23,747,091	629
	2006	344	672	51%	\$15,577,717	\$29,636,630	539
	2007	348	598	58%	\$16,467,902	\$28,187,994	589
	2008	444	630	70%	\$23,694,766	\$33,014,192	729
	2009	337	479	70%	\$17,434,876	\$23,882,306	739
	2010	294	411	72%	\$14,766,898	\$18,903,301	789
	2011	320	427	75%	\$16,752,565	\$21,268,625	799
	2012	330	482	68%	\$16,388,411	\$23,516,482	709
	2013	361	584	62%	\$19,156,007	\$30,011,598	649

NLMCC Annual Inside Market Share Results, 2004 through 2013

Friday, November 21, 2014

NLMCC Annual Inside Market Share Results, 2004 through 2013

Friday, November 21, 2014







NLMCC Services





CLRC Custom Reports

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

Report	Description	Benefit
Market Share Analysis	Shows what percent of a given industry (e.g., plumbers/ pipefitters, carpenters) is worked by union contractors.	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).
Union – Nonunion Wage and Fringe Benefits Comparison	Compares a specific local's wage and fringe benefits package to nonunion data for that craft in the same geographic region.	Tangibly shows the difference in both dollars and percents between union and nonunion pay and fringe benefits.
Contract Costing	Provides a detailed cost analysis of 8–12 categories in a contract (e.g., 2 nd shift, foreman ratio, clean-up time) on a per employee per hour and total contract cost basis.	Helps the parties in collective bargaining better understand the real costs associated with contract language clauses.
Wage and Fringe Benchmark Comparison	Graphs actual wage and fringe benefits rates compared to indexes (e.g., CPI, nonunion) over time to show the trend.	Compares actual pay to what it would have been using an index.
Custom	Tell us what you are looking for, we can probably help you.	Offers you greater understanding and useful data to use during collective bargaining or internal business decisions.

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











Using PAS Merit Shop Survey



MERIT SHOP WAGE & BENEFIT SURVEY

PAS, INC.

75 East Henry Street
Saline, Michigan 48176
(734) 429-1199
http://www.pas1.com

PAS Merit Shop Survey

PAS Publications

ELECTRICIANS

	N	ational Over	time Pay P	ractices		
Apprentice	Over 8 Hrs Over 40 Hrs	8.56% 91.44%		ne And One Half uble Time		100.00%
	Anticipa	ted Annual	Wage Incre	ases For 20	14	
	conding—Including					3.25% 3.32%
	Actua	Annual Wa	ge Increas	es For 2013		
All Firms Resp All Firms Resp	onding—Including onding—Excludin	0% Increases g 0% Increases				3.09% 3.29%
	Number Of Incumbents	25th Percentile	Average Rate	50th Percentile	75th Percentile	Average
Total Data Ba For Craft	ise	VII. 171111111111111111111111111111111111				
1st Year 3rd Year	964 836	\$12.83 \$16.63	\$13.83 \$18.37	\$13.53 \$18.71	\$14.62 \$19.93	20.31% 20.31%
1st Year By Type Constru	ection					
Commercial	518	\$12.21	\$13.22	\$13.53	\$14.25	20.43%
Industrial	773	\$13.53	\$14.14	\$13.99	\$15.00	20.11%
Institutional	204	\$12.86	\$13.39	\$14.13	\$14.25	19.47%
Residential -1	187	\$12.61	\$13.00	\$13.53	\$13.89	24.11%
Residential -2	225	\$12.44	\$12.91	\$13.45	\$13.93	23.50%
Heavy	50		\$12.62		***	28.67%
Highway Municipal	140	\$14.25 \$14.05	\$14.21 \$13.90	\$14.25 \$14.25	\$15.13 \$14.88	19.80%
Municipal	107	\$14.05	\$13.90	\$14.25	\$14.00	18.07%
3rd Year						
Type Constru	iction					
Commercial	373	\$15.85	\$17.88	\$17.47	\$21.54	20.43%
Industrial	711	\$17.00	\$18.99	\$18.71	\$21.54	20.11%
Institutional	170	\$16.54	\$18.82	\$19.01	\$22.66	19.47%
Residential-1	125	\$16.22	\$16.96	\$17.60	\$18.71	24.11%
	169	\$16.33	\$16.92	\$17.00	\$18.71	23.50%
Residential-2						
Heavy	7	***	\$15.69	***	***	28.67%
		\$21.58	\$15.69 \$21.48	\$22.66	\$22.66	28.67% 19.80%

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Using lost jobs history





I can't afford it!







Sun Tzu





Seminars on demand!



Contact the Regional Director

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



