

Collective Bargaining Issue Brief

Collective Bargaining - Achieving the Best for Our Members

Session 2 of 3

SUMMARY

This is Session 2 of a three part issue-in-brief series developed to prepare members for upcoming negotiations. This series is intended to explain the collective bargaining process, clarify key language, solicit member questions and suggestions, and build the member support critical for successful negotiations.

This second issue-in-brief presents four more key clauses, explains why they are needed, and asks for members' questions and concerns.

BACKGROUND

The first issue-in-brief – Session 1 – introduced members to the bargaining process and two of the key clauses. It underscored the importance of collective bargaining to a union and its members, and described how the collective bargaining process is used to achieve better wages, benefits and working conditions, as well as a stronger union for BAC members. It introduced two key clauses, the **Union Recognition & Access Clause** and the **Subcontracting Clause** and explained how these two clauses strengthen the 's/ADC's ability to represent its members on the job and protect our work.

Key Agreement Clauses – What's included in a Strong Agreement?

As noted in Session 1, a collective bargaining agreement can help a /ADC achieve its goals of better wages, benefits and working conditions, but only if it contains language that will fully protect a member's current and future work opportunities. This second issue-in-brief introduces members to four more key clauses that should be included in a 's/ADC's collective bargaining proposal – the traveling contractors clause, the steward clause, the grievance procedure, and the no strike/no lock-out provision.

Traveling Contractors Clause

BAC contractors tend to be mobile. It is not uncommon for contractors to travel outside of their home territory to work, and to bring their employees with them. What's to prevent one of your contractors from cutting wages when a job falls outside of the area covered by your collective bargaining agreement? What's to prevent one of your contractors from traveling to an area covered by another BAC and working non-union?

- **Answer:** The *Traveling Contractors* clause. An employer signed to an agreement containing a traveling contractors clause agrees to pay BAC wages and benefits to its employees when working outside of the 's area, as follows:
 - When the contractor is working in an area covered by another BAC 's agreement, the contractor is required to abide by all the terms of the BAC agreement in effect in the area. This includes hiring BAC members, and paying the wages and benefits outlined in the agreement.
 - When you travel with the contractor to a job outside of the area covered by your 's agreement, the contractor is required to pay you: a) at least the minimum wage scale in your 's agreement; or b) the minimum wage scale in the agreement covering the area that you've traveled to – **whichever is greater**. In addition, the contractor is required to make all benefit contributions specified in the agreement.
 - When you travel with the contractor to work in an area that is not covered by a BAC agreement, then the contractor is required to abide by all of the conditions – wages, benefits and working conditions – outlined in your home Local's agreement.

By requiring contractors to abide by your home 's agreement or the BAC agreement in effect in the area that the contractor has traveled to, BAC members are guaranteed good wages, benefits and working conditions, and work that might otherwise have gone non-union is performed by BAC members.

Steward Clause & Grievance Procedure

From time to time disputes arise on the job between the contractor and a BAC member. What recourse do members have if the contractor fires or disciplines them unfairly? How can you make sure that problems on the job are resolved in a timely manner – and not dragged out?

- **Answer:** There are two answers to this question – **the Steward Clause** and the **Grievance Procedure**.
 - The **Steward Clause** gives BAC the right to place stewards on jobs, and these stewards have the authority to conduct union business on the job. As a member, having a BAC steward on the job is to your advantage. The steward is the eyes and ears of the Union. Stewards can intervene when the agreement is not being enforced properly, when a member is unfairly disciplined on the job, and when safety concerns arise. The steward is the member's first line of defense on the job.
 - When a problem does arise on the job, you have the right to file a grievance. If your agreement has a "**Grievance Procedure**" then there are clear steps that both your employer and Local must follow to resolve the grievance, including the formation of a Joint Arbitration Board. The Joint Arbitration Board is made up of BAC and contractor

representatives. It meets to resolve disputes and settle grievances. The grievance procedure also sets a timeframe for resolving disputes that can only be changed if both sides agree. The key steps in the model grievance procedure include:

1. The Union and Contractor must be notified of the grievance within 5 days of when the problem/contract violation occurred or was discovered. At this stage BAC's steward and the employer's representative have one day to try and resolve the problem.
2. If the steward and the employer's representative **cannot** resolve the problem, then the next day it is turned over to the Officer and Contractor. The Officer and Contractor have three (3) working days to resolve the grievance.
3. If the Officer and Contractor are unable to resolve the grievance in this time frame, then it is turned over to the Joint Arbitration Board. The Joint Arbitration Board has five (5) working days to resolve the grievance.
4. If the Joint Arbitration Board is unable to resolve the dispute, then it is turned over to an impartial arbitrator and both the Union and the Contractor are required to accept the arbitrator's decision.

The existence of a grievance procedure in a collective bargaining agreement gives members a way to defend themselves and the Union, as well as the means to ensure that the collective bargaining agreement is enforced.

No Strike/No Lockout

The “No Strike/No Lockout” clause keeps members on the job, and works in conjunction with the grievance procedure. How does it do this?

- **Answer:** When this provision is included in a collective bargaining agreement, both the Local/ADC and the contractor have agreed that they will stay on the job and use the grievance procedure to resolve disputes concerning the agreement. There are conditions under which a strike or lockout could still take place, however:
 1. First, if the contractor does not adopt the arbitrator's decision then the Union could go out on strike. The reverse of this is also true. If the Union does not adopt the arbitrator's decision the contractor could lock its employees out.
 2. Next, if the contractor does not make all of the payments specified in the collective bargaining agreement (wages and fund contributions), then the Union is free to go out on strike.

These four clauses ensure that members are: a) paid and treated fairly on the job, b) the collective bargaining agreement is administered correctly, and c) members have recourse if a & b do not occur.