

Collective Bargaining Issue Brief

Collective Bargaining - Achieving the Best for Our Members

Session 3 of 3

SUMMARY

This is the last of a three-part issue brief series for members of Locals/ADCs preparing for negotiations. It is intended to serve as background for the upcoming negotiations for a new collective bargaining agreement. The series outlines the collective bargaining process, clarifies key language that will be proposed for inclusion, and solicits member questions and suggestions. The series recognizes that member knowledge and support is critical for successful negotiations.

This issue brief focuses on the International Masonry Institute clause, on the Preservation of Work/Anti-Double Breasting clause, and on questions and concerns members still have about the collective bargaining process.

BACKGROUND

The first two issues-in-brief:

- Introduced members to the bargaining process;
- Described how the collective bargaining process can achieve better wages, benefits and working conditions, and strengthen our union for BAC members;
- Introduced members to six key clauses: Union Recognition & Access, Subcontracting, Traveling Contractors, Steward, Grievance Procedure, and No Strike/No Lockout clauses; and
- Explained how these clauses strengthen the Local's/ADC's ability to protect our work and represent its members on the job.

Discussions with members over the years have brought to light a number of questions and misconceptions about the bargaining process and key agreement clauses.

- Some members were not aware that if a BAC contractor is not signed to a Traveling Contractors clause, the contractor is not required to pay union wages when it travels to territories covered by other BAC Locals/ADCs.
- Other members were concerned that the “No Strike/No Lockout” clause – which in fact helps to keep members working during the terms of the agreement – could be harmful.

Collective Bargaining – Good for Members and the Local/ADC

One concern that members often have is that the “cost of negotiations puts an undue financial burden on our Local/ADC.” This is not the case.

In fact, the opposite is true. Workers join unions to be able to influence their pay, benefits and working conditions, and for protection if they are treated unfairly on a job. It is not possible to achieve this influence and protection without a collectively bargained agreement. Unions have a legal right to bargain with employers over the conditions under which workers covered by the agreement will be employed. Once a collective bargaining agreement is signed, employers are legally bound to honor the terms of the agreement. This means that employers cannot arbitrarily change wages, stop making benefit contributions, or change hours of work and other working conditions unless the Local/ADC and its members agree.

The collective bargaining process has been seriously weakened in the United States over the years since the Taft-Hartley Act was passed in 1947. But a collective bargaining agreement is still the most powerful tool available to Locals/ADCs and their members. Without the influence and power flowing from a collective bargaining agreement, unions could not help their members on the job and workers would have few reasons to join and support a union. A lack of members and dues income would create a real financial burden on a Local/ADC.

Strong Language = A Strong Agreement

A collective bargaining agreement’s power comes from the language in the agreement. Therefore, every Local/ADC needs to secure language that gives the fullest possible protection to a member’s current *and* future work opportunities. The two remaining clauses discussed in this issue brief series help create and protect future work opportunities.

International Masonry Institute Clause

The masonry industry is very large and very fragmented. The majority of the thousands of contractors in the industry are very small, with 10 or fewer employees. Getting and keeping work is the major day-to-day challenge for masonry contractors and workers. Competition is stiff from other trades, new products, and the non-union segment. How can BAC help to build and strengthen the industry and to make sure members have the skill and training to compete?

Answer: The “*International Masonry Institute (IMI)*” clause. Masonry is a diverse, fragmented industry that for much of this century has suffered from a seriously declining building industry market share due to competition from non-masonry products, materials and systems. That decline in market share must be reversed if masonry is to maintain a position of strength in the building market. In addition, BAC members and their employers have also faced intense and growing competition from non-union masonry contractors and workers who have taken away our

work in many markets. That challenge must be rolled back in order to assure that our members will, in the years ahead, continue to find secure, good-paying jobs in masonry.

To defeat these threats the masonry industry must re-invest large amounts of money in basic activities such as training, research, marketing and advertising. But the masonry industry does not have large corporations capable of accumulating this kind of money on their own and re-investing it to assure the future of masonry.

The BAC Project 2000 Committee – made up of local union leaders – looked at this problem and outlined a program to deal with it. The Committee designated the International Masonry Institute (IMI) as BAC’s instrument for developing and strengthening the masonry industry. And it recommended that IMI be funded by collectively-bargained contributions – the only effective way for masonry to accumulate the funds required for industry development.

In addition, the Committee set funding goals for IMI based on an analysis it made of the costs of needed industry development programs. That funding goal: collectively-bargained employer contributions to IMI equal to three-percent of the gross wage packages of BAC members. The Committee concluded that contributions at that level were needed for IMI’s programs to be effective. And, they were feasible and practical in terms of an industry “cost-of-doing-business” factor – most other industries spend much more for such programs.

The Committee’s recommendations have been endorsed by successive IU Conventions which have passed resolutions- most recently Resolution 9, adopted by delegates to the 2010 International Union Convention- mandating that BAC locals make in good faith their best efforts to obtain, through collective bargaining, the funds IMI needs to do its job. The IMI clause brings BAC Locals/ADCs into compliance with those resolutions.

Preservation of Work/Anti-Double Breasting

What’s to prevent a contractor from setting up side-businesses and performing our work non-union?

Answer: The “*Preservation of Work/Anti-Double Breasting*” clause. Over the years less than scrupulous employers have developed the following technique for avoiding their responsibilities under a collective bargaining agreement:

- After the employer – say it’s the ABC Masonry Company – signs the agreement, the owners and managers of ABC Masonry create a “new company” – the XYZ Masonry Company.
- The new company, XYZ Masonry, then bids masonry work of the same kind that ABC Masonry had been bidding and doing.
- And, XYZ Masonry then does that work non-union, paying lower wages than the collective bargaining agreement calls for, lowering working conditions, and hiring non-union workers.

This is what is called creating a double breasted union/non-union operation. And, an employer can get away with this kind of a scam scot-free if our collective bargaining agreements are not written correctly.

The “Preservation of Work (Anti-Double Breasting)” clause is designed to prevent employers who have signed our collective bargaining agreement from creating any kind of new non-union operation that would allow the employer to get around the agreement and to do our work non-union at non-union wages and working conditions. To put teeth in the provision, the clause provides that an employer who does set up such a double-breasted operation commits a violation of the agreement. And, as a violation of the agreement, the union can take the employer to arbitration for that violation. The arbitrator can then require the employer to pay members, who lost work opportunities because of the violation, their lost wages and fringe benefits.