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Electrical Work
for Electrical Workers



International Brotherhood of Electrical Workers

Local Union No. 176 Joliet, Illinois

April 23, 2020

Dear Sisters and Brothers:

As you know, IBEW Local 176 and the Eastern Illinois Chapter of NECA have concluded bargaining. Most of our neighboring sister Locals have not. Much time, effort, and research went into negotiating the agreement that was achieved with NECA.

We looked at average wage increases that employees were receiving before the stock market downturn and the COVID-19 outbreak. We found wage increases nationally projected to be somewhere between 1.6% and 3.1%. We have negotiated a generous wage increase, larger than Local 134's, and towards the top end of the range.

Our Advantage Over Sister Locals

We achieved what five neighboring Locals could not. A good solid agreement prior to the pandemic hit. The National emergency has hindered their negotiations. Their bargaining has not been able to proceed due to the COVID-19 pandemic. In speaking to these other Locals, there is a strong likelihood that they will be unable to negotiate a contract and will end up at CIR which does not meet until July, 2020.

Even if those Locals were able to obtain a similar wage increase to Local 176's agreement that we have negotiated, CIR would not make it retroactive. That is to say that you will have as much as a 6 month higher rate of pay and benefits than the neighboring Locals.

I believe our Local 176 the negotiating committee wisely showed enough forethought to understand that negotiating during a pandemic would be detrimental to this Local. It would have placed us in the same disadvantaged position as our sister Locals now face.

Break times and Stewards

I have received inquiries regarding breaks and steward language contained in the negotiated contract re-opener. I support contract language that provides for a morning and afternoon break in our agreements. Additionally, it is important we obtain greater job protections for jobsite stewards, such as language that ensures the steward be one of the last persons retained on the job.

I also support anti-retaliation language allowing the steward to enforce our agreement on the jobsite without threat of retribution. Language in our new contract with NECA preserves the right to revisit these two items next year.

There are two key items contained in the contract language reopener.

1. If Employers seek a wage re-opener, it is contingent upon agreement on the above items.
2. CIR is eliminated from contract reopener negotiations. This provides a better opportunity to independently negotiate these items.

Mail Ratification Vote

Local 176 will conduct a ratification vote on the newly negotiated contract. A conference call will be conducted by me with the Executive Board and other Local officers this evening to discuss our options for conducting a vote. Today Governor extend the Executive Order, which may require us to hold a ratification vote by mail or some other means, in order to comply with the Executive Order.

If the ratification vote would fail, Local 176 would find itself in the same sinking boat as our sister Locals. We would be headed for CIR in late July, 2020. If this happens, all items previously obtained would be back on the table. This includes any items NECA wants. Those items include things like recall rights and journeyman call out by name, among others.

This raises another major and important point with our settlement agreement. NECA did not obtain any language changes; **None**. Normally in negotiations, we would have to give up something in order to gain something. Proudly this did not happen.

For the above listed reasons, I strongly encourage a **YES** vote on the settlement agreement.

Don't Be Swayed By Social Media "Suggestions"

I now address a number of "unconventional suggestions" that have been made on social media that are illegal and irrational. They are **not condoned or supported** by Local 176 as they place your jobs and livelihoods in jeopardy. I also caution that although these suggestions are on a private Facebook page, I assure everyone that NECA will see them. I think social media is a great place to share ideas and communicate. I appreciate everyone's input and their passion to improve working conditions. I ask everyone to understand that there is no expectation of privacy, even in private groups, on Facebook or other forms of electronic social media. In the past, I have received calls from contractors inquiring about things that people have shared with them from the private Facebook group in which these suggestions have been made.

It has been proposed that a wildcat (unauthorized) strike in the form of an organized illegal sick out be conducted to obtain additional language and wage gains in the settlement agreement. Since the beginning of time, the Inside Agreement at Section 1.4 contains a No Strike Clause requiring arbitration "of any proposed changes in this Agreement". CIR is this arbitration.

Here is what Employers do in a wildcat strike (unauthorized) situations:

1. Fire all strike participants.
2. Sue the Union for damages.

3. Obtain a Boys Market Injunction in Federal court to end the strike.
4. **In Illinois, no IDES unemployment benefits are available for strikers.** It is considered a voluntary quit. A wildcat strike is also misconduct, a separate basis for denial of benefits. This was the centerpiece of his manifesto.
5. The International could take over the Local (trusteeship) for violation of the International Constitution requiring authorization and a secret ballot strike vote with any questions to be decided by the International General President.
6. Under Section 4.03 Referral of the Inside Agreement, Employers retain the right to reject any applicant for employment. Those wildcat strikers/participants could have difficulty in obtaining future employment.
7. If a Union officer would condone such activity, the Union would be guilty of an NLRB refusal to bargain unfair labor practice charge, and open up the Union to a damage action for all losses the Employer suffered as a result of such activity. It would also give the International a reason to trustee the Local.

What that has been proposed has not been researched to understand the affect such action would have on our local. It is not well thought out. A wildcat strike provides no leverage for further bargaining. It is illegal, unlawful and opens participating members to discharge and financial ruin, threatens the existence of the Local and exposes the Local to damages for breach of contract.

I ask that you make wise decisions. Do not be swayed by ideas that are not well reasoned or supported by existing law or facts. Local 176 does not endorse these irrational proposals nor should you.

As I have said in previous letters, we are in unprecedented times and we are all having to deal with situations that no one in our lifetimes have had to deal with. I appreciate and respect everyone's input with all issues, but especially those related to the current pandemic we find ourselves in. Even though at times we may disagree, I can assure everyone that I fight for the betterment of our local and our members each and every day. Please stay strong, unified, and look out for one another. Our local will emerge from this situation as it has from every adverse situation for well over one-hundred years. Stronger and United.

In Solidarity,



Michael J. Clemmons
Business Manager