

IBEW POLICY ON INSIDE/OUTSIDE MEMBERSHIP DEVELOPMENT

Effective June 1, 2015

The ability to control the supply of anything that is for sale gives the seller more leverage to get a better price for their product. Demand for that product is also a factor when negotiating the sales price. IBEW members sell their electrical labor in an industry that has increased its demand by an average of 2.7% per year for over three decades. During that same period the IBEW members have not increased their 30% control of the supply of electrical manpower. All electrical workers, union and unrepresented alike have suffered decreased buying power over that period because of their lack of solidarity. This policy has but one purpose, to increase the collective strength of all electrical workers.

The formula for success is actually very simple, but rarely emulated. Our founding fathers wrote 11 simple rules that led the IBEW to success. Breaking those rules led us away from our goals and delivered us to our current situation. If the members of the IBEW want to return to the level of strength we once enjoyed, then we must return to the formula for success.

Each local union has the IBEW constitutional responsibility to follow the formula given to us by our founding fathers. Please take the time to not only read, but understand this policy. Furthermore, ask yourself the question; am I happy with the current level of bargaining strength in my local?

The IBEW founding fathers had 0% market share when they came up with the formula for success. In 1891 every member salted and spread the word of a long range plan for success. They concentrated on building strong union members, and the rest happened automatically. Many IBEW members debate the way we should organize today. Some members believe we should concentrate on certain organizing tasks, while giving little attention to the basic formula that has proven success.

We must concentrate on building educated forward thinking union members. This is the basic element of our future success.

The first objective of the IBEW Constitution states; “To Organize All...”, which is simply an understanding of the law of supply and demand. The third objective of the IBEW Constitution states; “To Cultivate Feelings Of Friendship...”, which is simply an understanding that to organize the workers in the industry they must first trust what we have to say.

The 70% of the workers in the electrical industry who are unrepresented do not know us or trust us. Most of these workers know of us, and probably have some perception of what we stand for.

If the unrepresented workers in the industry completely understood who we are and what we are about, they would all join right away. They would know that solidarity leads to better wages and more secure work. Too many of our existing members do not understand this, and only belong to the IBEW so they may work a job covered by an IBEW agreement. Not understanding our mission, these same members do not support or participate in organizing. Their level of thinking is completely opposite from our founding fathers plan to build a movement, then enjoy the benefits of that solidarity.

Every local must continually analyze their standing in each sector of the electrical industry. The local must educate their members with this knowledge and then engage their participation to develop action plans to strengthen their market share in each sector. These action plans must include strategies to organize the workers, the work, and the employers. These action plans must also account for the different cycles within the industry. The action plan designed for a period where there is an abundance of work may not work during times of heavy unemployment.

ORGANIZING THE WORKERS

The following was written in the IO Policy on Construction Organizing sent to all inside construction local unions in 1995, **“Although it may have once been debatable, it is now universally accepted that our decline was, in large part, attributable to our restrictive membership policies. While we have come a long way in opening the doors to our Brotherhood, and while those local unions which have done so have experienced an appreciable increase in their work and their**

bargaining clout, those who believe that such an open-door policy has been uniformly implemented are misled indeed. Although there are myriad explanations for resistance to necessary change, a closed-door policy cannot be justified or defended based on any measure of true trade union progress. Closed-door policies inevitably result in declining standards-of-living and job security.”

While the merits of other organizing tools and strategies will always be discussed, nothing more directly affects future IBEW success as the ability to attract unrepresented workers into its ranks. Those closed-door policies alluded to in 1995, at least in some respect, still exist today. Ironically however, many construction local union leaders would vehemently deny their local union’s doors are closed and even boast they have an open-door policy. The devil of course, as it always is... is in the detail.

ORGANIZING THE WORK

To maintain gains over an extended period, tangible tools must be in place to ensure economic viability. One of the key components missing is to have competitive agreements that give our signatory contractors and future organized nonunion contractors a fighting chance to secure work performed by the nonunion companies. An increased contractor and job base will also unequivocally create more work opportunities for our existing members. In essence, one action feeds the other.

In some geographical areas or in some segments of electrical construction (where the nonunion does a majority of the electrical work), adjustments to the standard inside and outside agreements may be necessary in order to create an environment for signatory contractors to enter those predominately nonunion markets or entice nonunion companies to become union signatories. In either scenario, it is critical to insure our agreements are in line with the real world competitiveness of the electrical industry. Many construction local unions have admirably tried to address the non-competitiveness issue of signatory contractors trying to compete in a nonunion dominated segment of the electrical industry but have instituted temporary fixes rather than facing the real problem. It has been proven over time that funded market recovery programs or subsidizing journeymen wages and benefits may be helpful in

the short term but are not the answer for a long-term solution. Contractors may become dependent and totally rely on receiving market recovery monies, which is not the original intent which was to recapture lost markets.

A critical component to recapturing the work is having realistic classifications with competitive composite rates. Our historical way to get additional workers to average down composite rates is through the apprentice program. With the number of members who will retire over the next 10 years the IBEW needs an aggressive organizing program, but should also substantially increase the current number of apprentices in our program. Of the new apprentices coming into our programs, particular attention should be paid and due consideration given to unrepresented ranks of the industry. These apprentices have valuable experience in addition to their relationships with other unrepresented workers.

Another aspect of being competitive is flexibility. Under some circumstances the burden of portability restrictions may make our signatory contractors uncompetitive. Every local should take a hard look at instances where these restrictions are not suited for certain sectors of the industry.

ORGANIZING THE EMPLOYERS

Though traditionalists can boast all they want about their ability to coerce an employer into signing a Letter of Assent, and while such tactics are from time-to-time effective in forcing employers into signing an Letter of Assent, few should argue that this alone is a long-term remedy for organizing success. If successful, this can lead to a high maintenance relationship with that employer for years to come.

Organizing work by using competitive agreements with increased ratios absolutely increases work opportunities for Journeymen, but it also creates additional demands for other non-journeyman level workers. Stripping or recruiting nonunion workers becomes necessary when apprentices are unavailable to fill the slots created by the agreed-upon increased ratios needed to competitively go after

work. Recruiting unrepresented workers from nonunion companies also depletes their workforce and therefore restricts their ability to secure additional work.

SUMMARY

All IBEW members want bargaining strength so we may achieve livable wages, benefits, and good working conditions. Our goal can only be achieved by controlling the manpower supply. We must identify the unrepresented leaders in our industry and offer them Brotherhood. When we treat those individuals like family, and truly care about their well-being, our goals will become reality. It's time to stop the "ME" generation and return to the "WE" generation.

We must make our current contractors competitive if we hope to organize the non-union contractors. If we can't take a job away from them, they will never want to organize. We must educate our members about our standing in each sector of the industry, and formulate actions to increase our market share. Without educating and involving the members during this process they will never support or participate in recovery plans.

A) Inside and Outside local unions – full-time organizer

It shall be the policy of the IBEW that all construction local unions must employ at least one full-time organizer. Any deviation from this policy must have approval of the International President. All local unions will submit the local union's full-time organizer's name and any additional full-time organizers' names to the International President and International Vice President. Furthermore, the local union's full-time organizer's duties shall be to organize the jurisdiction of the local union, and shall be freed from all other duties and responsibilities. The only exception to this rule is; the local's full-time organizer may; 1) be a JATC member with no more than two daytime meetings per month, 2) be a delegate to the Building Trades with no more than two daytime meetings per month, 3) be an officer of the local with no more than four evening meetings per month. If any combination of

these or any other non-organizing duties requires more than two weekdays of commitment per month than the organizer does not meet the definition of full-time.

Unfortunately, in too many local unions, the organizer is either assigned to duties other than organizing or spends more time in the union hall than out in the field communicating with the nonunion companies, unrepresented workers and cooperating fully with the state organizing coordinator. The local union organizer must make every effort to make face to face contacts with unrepresented workers, non-union contractors and document each meeting in OARS. Local union organizers must cooperate fully with the District Organizing Coordinator and the State Organizing Coordinator.

Article XV, Section 19, of the IBEW Constitution provides that, **“Whenever the I.P. deems it necessary...to organize and protect its jurisdiction, the I.P. may require the L.U. to employ a sufficient number of representatives to cover the jurisdiction or territory involved.”**

B) Inside and Outside local unions - analyzing the market

Each year the local union Business Manager must complete the market analysis and labor cost gap exercises. The market analysis exercise will help the local determine the market share and number of unrepresented workers in each sector of the industry. The labor cost gap exercise will also help the local determine the adjustments to necessary to keep signatory contractors competitive in each sector of the industry. Local union membership solicitation and participation should be encouraged to complete this exercise. Each local union Business Manager shall generate a strategic plan and recovery agreement to regain market share for each sector of the industry.

C) Inside and Outside local unions - identifying all problems and/or obstacles:

The Business Manager shall identify and correct all problems and/or obstacles that prevent union signatory contractors from successfully bidding, securing and manning electrical work presently being performed in the jurisdiction by nonunion companies. Identify and correct all problems and/or obstacles that prevent unrepresented electricians, apprentices and helpers from joining the IBEW and

working for a local union signatory contractor. Identify and correct all problems and/or obstacles that prevent nonunion electrical contractors from signing union agreements and employing union workers.

D) Inside and outside local unions - blitzes and industry nights

Every Inside and Outside construction local union should be encouraged to hold industry nights and enter the activity into OARS. During times where local union members cannot fill immediate manpower needs industry nights should be held more frequently. Prior to any industry night, the area within the reasonable commuting distance surrounding the industry night's location will be mapped, showing locations of all nonunion jobsites. A team of local union organizers will then visit all the nonunion jobsites making personal contact with the nonunion workers, gathering contact information and inviting them to attend the electrical construction industry night. All contact information received during the blitz and industry nights will also be entered into OARS.

E) Inside and Outside local unions – cultivate feelings of friendship

Each local union Business Manager shall generate a strategic plan to earn the trust and respect of the unrepresented electrical workers in their jurisdiction.

F) Inside and Outside local unions - MDVC

All Inside and Outside local unions shall form a local union Membership Development Volunteer Committee and encourage participation. The local union business manager or his/her designee will devise specific duties for the MDVC such as assisting with membership mobilization, new member orientation, canvassing neighborhoods, house-calling potential members during internal and external campaigns, mapping nonunion workers' addresses, phone banking, etc. All MDVC activities will be entered into OARS.

G) Inside local unions only – Construction Electrician/Construction Wireman

In a letter to all IBEW local union Business Managers having inside jurisdiction, dated November 4, 2005, the IBEW and National NECA's agreed-upon new worker classifications of Construction

Wiremen and Construction Electrician were explained. The letter further stated, “The Construction Wireman/Construction Electrician classifications should provide signatory employers with properly classified non-journeyman level workers at an appropriate pay level and provide local unions with a means to responsibly organize individuals with electrical experience. It is of the utmost importance that organized individuals receive a fair and honest evaluation.” Local unions are encouraged to use the Electrical Training Alliance modular curriculum to build a tailored program for these individuals that would facilitate a graduation respective of their time in the trade.

H) Outside local unions only – Construction Lineman

In a letter to all IBEW local union Business Managers having outside jurisdiction, July 26, 2013, the IBEW and National NECA’s agreed-upon new worker classifications of Construction Lineman was explained. The letter further stated, “The Construction Lineman classification is a permanent classification and is a tool to be used by IBEW local unions, NECA chapters and outside contractors to increase our market share through organizing and enabling employers to be more competitive and to gain more work.” The letter further states, “Standard methods of evaluation and training are critical elements of their utilization.”

I) Inside and Outside local unions – salting

In 1891 all IBEW members were salts. Our main objective for organizing is to seek out and cultivate feelings of friendship amongst those of our industry. The most effective way to accomplish relationships with unrepresented workers is by salting. While some members believe salting is the wrong idea because we are helping the nonunion contractor to succeed, but that is not the case. When the local electrical industry has more workers than jobs, we cannot starve the contractor of manpower. This is a perfect time to encourage every unemployed member to salt. When the local electrical industry has more jobs than workers, select salting can be beneficial to access the unrepresented workers and gain organizing leverage. Salting has proven to be detrimental to the IBEW when the primary intent is to

generate and file an unfair labor practice. The turn-em or burn-em strategy has proven to not be successful in organizing employers.

The basic intent of the IBEW salting policy simply stated is: “Members hired as employees in nonunion companies have far greater rights to campaign at the worksite than non-employee organizers.” The misuse or perhaps mistaken purpose of salting generally occurs when union members who apply for nonunion employment are denied employment because of their union affiliation or terminated by the nonunion employer for their union activity. An employer that violates Section (8)(a)(3) of the NLRA by refusing to hire an applicant, or discharging an employee, because he or she is a union member, activist or organizer, should be held accountable and unfair labor practice charges should be filed. If an employer has discriminatory hiring practices, and union members or organizers have been denied employment resulting in lost wages and benefits, they are entitled to be compensated and should be made whole. It is important, however, to understand that the original objective or reason for salting - which remains true today - is to represent the employees and sign the nonunion employer to a collective bargaining agreement!

IBEW Salting Policy

- **This policy supersedes and renders all previous salting policies and practices irrelevant.**
- **The purpose of salting is to organize workers into the IBEW and signing nonunion contractors to a collective bargaining agreement – not to harass an employer or to create unfair labor practices with large back pay awards for our members.**
- **ULPs shall be filed against those employers who discriminate against applicants or employees, but only for the purpose of eliminating the employers’ discriminatory practices, and therefore providing the capability to place salts into the nonunion workforce to organize.**
- **Salts shall take direction from, and be accountable to, the business manager or his/her representative with respect to their organizing efforts on the job.**

- Salts shall be the local union’s “best hands” on the job and show the nonunion employer that IBEW electricians are the best trained, most productive electricians in the world, thereby demonstrating the value the nonunion employer gains by having access to the local union referral system.
- Salts shall at all times, work to gain the respect and trust of nonunion co-workers in order to be credible and effective organizers for the union.
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- Each construction local union shall adopt the salting resolution contained herein.
- Only unemployed members or potential members - not full-time paid local union organizers or officers - who genuinely seek employment with nonunion employers - shall be salts.
- Those individuals who receive payment or benefits from their local union while working for nonunion contractors as salts shall retain both the money they receive from the local union and the pay they receive from the salted contractor but in no situation shall the compensation be higher than the Journeyman Wireman or Journeyman Lineman package.

SALTING RESOLUTION
(Revised - October 2007)

WHEREAS: IBEW Local _____ is committed to organizing all unorganized craft workers in our jurisdiction; and

WHEREAS: a continual organizing program is the lifeblood of all building and construction trades unions because it is the only proven method of maintaining control of the construction labor pool; and

WHEREAS: a principal obligation of the members of the local union is to organize the unorganized in order to maintain and secure our wages, benefits, and other conditions of employment, and to educate unorganized craft workers about our conditions of employment and about their NLRA Section 7 rights; and

WHEREAS: the success of any organizing drive depends upon the support of each and every union craft worker, both on and off the job; now, therefore, be it

RESOLVED: that unemployed members shall report to the Business Manager for the purpose of assisting as needed in the organizing program; and be it further

RESOLVED: that the Business Manager be empowered to authorize members or others who volunteer (“Salts”) to seek employment by nonsignatory contractors and, in addition to the performance of work assigned by their employer, to carry out their organizing assignments; and be it further

RESOLVED: that Salts authorize the Business Manager to seek employment opportunities with nonsignatory contractors on behalf of the members; and be it further

RESOLVED: that Salts who seek and/or obtain employment with nonsignatory contractors must, before seeking such employment, execute and agree to be bound by the local union’s Salting Agreement (“Agreement”) attached hereto; and be it further

RESOLVED: that any Salt who seeks and/or obtains employment with a nonsignatory contractor and who fails or refuses to execute the Agreement prior to seeking employment, is not authorized to proceed under direction of the local union, and is not part of any organizing campaign or program of the local union; and be it further

RESOLVED: that any Salt who seeks employment with a nonsignatory contractor must desire employment with such contractor and be able to accept a position with the nonsignatory contractor if offered; and be it further

RESOLVED: that any Salt who seeks employment with a nonsignatory contractor pursuant to this Resolution shall conduct him or herself in a professional manner throughout the application and/or employment process; and be it further

RESOLVED: that the Business Manager shall maintain records of all Salts authorized to seek employment by nonsignatory employers including dates of authorization, dates of employment, and all other pertinent information; and be it further

RESOLVED: that such Salts, when employed by nonsignatory employers, shall diligently perform the electrical construction work assigned to them by their employers and shall engage in organizing their fellow employees in a lawful manner; and be it further

RESOLVED: that it is intended that Salts employed pursuant to this resolution shall work for a targeted nonunion employer indefinitely, until they are notified by the business

manager that the organizing effort at the targeted employer has failed. If the organizing effort succeeds, it is intended that the Salt shall remain as a regular employee of the new signatory employer; and be it further

RESOLVED: that such Salts, when employed by nonsignatory employers, may be compensated (at the Business Manager's discretion) by the local union only for the time spent organizing during non-working hours of the nonsignatory employers; and/or may receive the difference between the wages and benefits provided by the nonsignatory employers and those provided under the local union collective bargaining agreement contract; and be it further

RESOLVED: that any member accepting employment by a nonsignatory employer, except as authorized by this resolution, shall be subject to charges and discipline as provided by our Constitution and Bylaws.

Adopted by IBEW Local Union _____ membership this _____ day of _____,
2007.

SALTING AGREEMENT

This agreement entered into this ____ day of _____, 2____, by and between _____, card no. _____ (“Salt”) and IBEW Local No. _____ (“Union”), for the purpose of establishing the conditions for the aforementioned member or volunteer to engage in organizing activities pursuant to the Union’s Salting Resolution.

1. By entering into this agreement, the Salt agrees as follows:

a. The Salt shall carry the IBEW tradition by applying for employment in a professional manner.

b. The Salt authorizes the Union to submit applications for employment on his/her behalf with nonsignatory contractors.

c. The Salt acknowledges and represents that for any application submitted on his/her behalf, or any time the Salt applies directly, he/she is legitimately seeking employment with the nonsignatory contractor(s), and agrees that if offered a job, he or she will accept employment.

d. Through employment with a nonsignatory contractor, the Salt is to promote a positive image of the IBEW to both the contractor and the Salt’s co-workers, and shall perform all work in a safe and workmanlike manner

e. When hired by a nonsignatory contractor, the Salt shall provide to the Salt’s co-workers any and all information about the IBEW, the benefits of IBEW membership, and their rights under the law, and shall do so in a lawful manner.

f. The Salt shall provide the Union with any and all information learned about the nonsignatory contractor, including but not limited to, employee names, pay and benefit scales, work rules, safety procedures, etc.

g. The Salt agrees that, if hired by a nonsignatory contractor, it is intended that the Salt shall work for such nonsignatory contractor indefinitely until notified by the Union that the organizing effort has concluded, unless the organizing effort concludes with the contractor becoming a signatory contractor, in which case the Salt shall remain as a regular employee of such signatory contractor. The Salt further agrees that he/she will transfer from job to job, project-to-project, as such opportunities are afforded by any nonsignatory contractor with which the Salt has obtained employment.

2. While this agreement is in effect, no charges may be processed against the Salt under the IBEW Constitution or Union bylaws, due to the Salt’s employment with a nonsignatory contractor, provided that the Salt’s employment is in conformance with this Agreement and the Union’s Salting Resolution.

3. This agreement may be revoked at any time by the Salt or Business Manager of the Union. The Business Manager will notify the Salt of cancellation of this agreement by certified and regular mail to the address provided herein, and if canceling, the Salt will notify the Business Manager at the Union's address. If the agreement is canceled, the Salt is without the Union's authority to work for any nonsignatory contractor.

For the Union:

Salt

Date: _____

Date: _____