



“In every success story, you will find someone who has made a courageous decision.”

Peter Drucker

GREATER CLEVELAND

MANAGER'S COMMENTS

Good day ladies and gentlemen. Welcome to the usually friendly skies of Air NORA, your Northern Ohio Regional Agreement flight to Decisionland. BUCKLE UP folks we're going for a ride.

The current flight departed on January 1, 2018 and is scheduled to land on December 31, 2020. (The effective dates of the current agreement.)

Shortly into this flight (January 18, 2018) our Pilot (IBEW 4th District VP) and Co-Pilot (NECA Eastern Region Director) came on with an introductory message to the passengers (Signatory Contractors & IBEW Members) and crew (IBEW Local Leadership, NECA Chapters, IBEW 4th District Staff and NECA Eastern Region Staff.) They jointly said they appreciate the passengers flying with them because ticket sales for the other airline are not as good as they could be. Also they reminded everyone that the industry is competitive and constantly changing so they would like the passengers to continue to support and be actively engaged in flying Air NORA.

To fly Air NORA you must agree to the rules that are written in the form of a contract that is 25 pages long, excluding the cover and index. It also has three additional pages of Questions and Answers to clarify portions of the Agreement some people had difficulty interpreting. This is a very nice feature that comes with no additional cost. Also added are two Attachments, C and D. C is a Job Start

form and D is a Request For Variance Form. Lastly, part of the contract is the Fourth District Hands-On Test and accompanying Score Sheets to comply with the Advancement and Training section on page 18.

Contained with the 25 page Air NORA contract is a paragraph entitled “Management Rights.” I’ve written about management rights before but as a former signatory contractor I’m going to reprint the Management Rights language here because it’s only one paragraph and I also want to emphasize how important and how sacred it is to Employer passengers.

Management Rights- *“The Unions understand the Employer is responsible for performing work as required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement of the Site Local Union and this 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 geographical jurisdictions contained in this Agreement, in determining need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer’s and/or owners rules and regulations not inconsistent with this Agreement, in requiring all employees*

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MANAGER'S COMMENTS CONTINUED

To observe all safety regulations, and in discharging employees for proper cause. The terms of this Agreement shall prevail in areas of conflict between the Inside Collective Bargaining of the Site Local Union and this Agreement."

It's good to know, and it's important to know, that the original Air NORA rules, which included the Management Rights language, was written by the pilot and given to the co-pilot. I know that's a fact because it has been told to me on numerous occasions by many different people including a former pilot and former pilot before him and a former co-pilot as well as several crew members.

Another fact of importance is the Air NORA flights go to the places delineated in the Scope of Work section of the contract.

However; as referenced above, there is a Form D, a Request For Variance Form if you want to go somewhere else that's beyond the Scope of Work. The form title is self explanatory but only to a degree. Here's where one more question with one clear answer should be added to that nice feature called Q & A.

Form D says *"If a signatory employer has the opportunity to secure work that exceeds the limitations contained in the scope of work of the Agreement that could lead to more employment opportunities for the employees covered by this Agreement, a variance may be requested as outlined."* The next two paragraphs on the form go on to spell out the requirements and mechanics of processing the form.

Once the form is completed by the Employer passenger it begins its journey, then lands on a Local IBEW crew member's desk, the NECA crew member's desk and the desks of the pilot and co-pilot. Keep in mind, the Employer passenger is asking to go to a place other than what's in the scope of work. He's asking only for the destination to be varied. He is most definitely not asking for any other rules to be changed.

Here's where, apparently from what other crew

members' have told me, the "Self Explanatory" piece falls apart. The Local IBEW crew member who has the job of circling either "approve" or "deny" on the request form can choose approve but then deny the Employer passenger his Management Rights among other things by adding any changes he deems appropriate on the line that says "Business Manager Comments." I'm willing to acknowledge he can do that because the pilot says he can and he's the one who gave the contract to the co-pilot. Of course, it's pretty convoluted to interpret that the Employer passenger is requesting anything other than a variance of the Scope of Work. Really, who would think a contractor is asking that is Management Rights be eliminated from the rules or anything else for that matter?

Since the local IBEW crew member can write whatever he wants on the comment line, **here's my suggestion to the loyal Employer passengers who have gone after and secured hundreds of thousands of manhours worth of work equating to millions of dollars in revenue to the Employee passengers and Local IBEW crew coffers not to mention JATC's...Write your own comment somewhere on the form, being clear that you only want the Scope of Work section varied.**

Then if the Local IBEW crew member circles approved, whoopee. But if he still wants to circle approved but vary the rules beyond the Scope of Work you have the ball in your court.

Then it's up to you, the Employer passengers, to decide if you want to get on an airline that wants you "to continue to support and actively engage" them but then also supports the IBEW crew changing the rules just before you get on. It's obvious the NECA crew can't decide that for you. We're sincerely sorry, but know that many of us have tried to protect your Management Rights but we failed! So, in this case it's up to you. Remember, you're not in business just to wear out old clothes. Volume for volume's sake doesn't pay the bills. Air NORA hasn't always been around and you got along just fine. **Keep in mind, you have an option, you don't have to get on and be taken for a ride!**

LEGISLATIVE NEWS

On the national scene one major issue for us is that the Department of Labor issued a Notice of Proposed Rulemaking allowing for the creation of Industry Recognized Apprenticeship Programs (IRAP's). These IRAP's are third party certified apprenticeship programs with little oversight and regulatory framework. NECA's Government Affairs staff was instrumental in having an **exemption** inserted into the rule for the construction industry. The DOL was eventually convinced that our tried and true apprenticeship model should not be impacted by their rule. This is just one example of what our National Staff does to prevent harm being done to us. This issue

along with many others remain under the watchful eye of Marco Giamberardino and his staff.

Now the Statehouse in Columbus is another story. As of this moment the Legislators have been unable to produce what they were elected to produce by July 1st-the Budget. Unlike most of you who face penalties when you can't meet a deadline, a politician uses what's called "a continuing resolution" to kick the can down the road a bit. Hopefully the end of the road isn't too far away. Many issues are still up in the air and we hope for a full report to be given at next week's division meetings.

EDUCATION UPDATE—BY A.K FULLMER

I'm happy to report that this past month, Tom, Jason and I made a trip down to Cincinnati. Through the heat and flash rain storms we toured the university and met with construction management faculty and students. The Faculty Advisor from Cincinnati is Jason Mack. Jason has a background in the electrical construction industry and currently teaches classes for the major. We also had the pleasure to meet with Danny Holstein, the President of the NECA Student Chapter. Danny is heading into his 4th year, of 5, and is very excited to get started next semester. Cincinnati has a large student body that geographically includes northeast Ohio. Students in the program are also required to do a semester internship every year, so this should give us ample opportunities to hire qualified candidates from the University of Cincinnati.

Our upcoming Change Order and Cash Flow classes on October 2nd has all but filled up. As of writing this, there is only one half day slot open for the entire session. If you are interested in at-

tending the afternoon session, at a cost of \$200, please contact me and I will get you signed up. I am sure many of you may be disappointed that we have filled that class already. I assure you I am working through all available channels to get another class scheduled.

I urge you all to take a look at your Continuing Education on the OCILB website. In a few short mouse clicks you can verify your current number of hours. I'd also like to remind you that half of the hours you are required to acquire must be in code. Which leads me into our next topic. We have a code class scheduled for Saturday, August 3rd. John Labriola will be teaching the 2017 NEC updates for us. If you still need your code hours, this will be a great class to get them knocked out. Keep any eye out for emails with more info on our August 3rd class.

As always, please feel free to contact me with any questions or concerns with licensing, education, student chapters, or anything else I can help you with.

ANNUAL CHAPTER GOLF OUTING

Considering June was the third wettest in the State's history, actually being able to play golf was a huge win. About two days before our outing the sun popped out and stayed out, drying the beautiful and historic Chagrin Valley Country Club course just long enough for nearly everyone to get 18 rainless holes in. The remainder of our golfers making were their way up to their 18th hole when the skies let loose. Since it was hot and humid most of the day the few who got the free shower were just fine with it.

The team of **Chris Dombroski, Dave Dombroski, George Nemeth and Andy Ports** were the first place winners with a score of 142 in our shamle format.

Brian Goldfarb led his team comprised of **Don Haines, Don Moran and John Poratore** to a score of 146 and a second place finish.

Fred Jereb, Nick Paglia, Ed Perry and Dan Reginelli finished third with a score of 147.

Skills winners were as follows:

Long Drive #5 - **Tim Goldberg**

Long Drive #10 - **Suzi Ullman**

Closest to the Pin #4 - **Aaron McGreevey**

Closest to the Pin #7 - **Mike Joyce**

Closest to the Pin #9 - **Ed Perry**

Closest to the Pin #13 - **Wyatt Chapman**

We had incredible support from our members, associate members, sponsors and guests. 32 foursomes participated using the shamle format that allows for an individual score to be posted and still they finished in less than five hours.

As the saying goes...A great day was had by all!

MANHOURS

Cleveland Division thru May :	1,383,515
Lake Erie Division thru May:	198,353
Northeast Ohio Division thru May:	188,183
Chapter Total:	1,770,051

UPCOMING EVENTS

- 1.) **Lake Erie Division Meeting** - July 9, 2019 –6:00 PM –Chez Francois.
- 2.) **Northeast Ohio Division Meeting** –July 10, 2019-Noon at Red Hawke Grill.
- 3.) **Cleveland Division Meeting**– July 11, 2019-5:30 PM at Sapphire Creek Winery, Chagrin Falls.
- 4.) **NTI** - July 28-August 2nd -Ann Arbor, Michigan.
- 5.) **Code Class**– August 3, 2019 - 7:30AM-1:00 PM—Doubletree Hotel, Independence.
- 6.) **Joint General Membership Meeting with NCO NECA**—August 15th - Hilton Fairlawn.
- 7.) **NECA Convention & Trade Show**-September 14-17, 2019-Mandalay Bay Resort—Las Vegas, NV.
- 8.) **Change Orders Seminar** - October 2, 2019 8:30AM—11:30 AM at the Hilton Fairlawn.
- 9.) **Managing the Lifeblood of Construction—Cash Flow**-October 2, 2019—12:30 PM—3:30 PM at the Hilton Fairlawn.



GO TRIBE!

LOOK FOR THE NEXT REVIEW IN AUGUST 2019!!

**IT'S GOOD BUSINESS TO DO BUSINESS WITH THOSE FIRMS
WHO SUPPORT OUR ASSOCIATION**

CHAPTER ASSOCIATE MEMBERS

1-888-Ohio Comp	Graybar Electric Co.
ABB Industrial Solutions	Leff Electric
Admar Supply Company	Mars Electric
BMA Media Group	Milwaukee Tool
Ciuni & Panichi, Inc.	PEPCO
CompManagement, Inc.	Riffle and Associates
Eaton Corporation	Simplex Grinnell
ENESPRO PPE	United Rentals
Ericson Manufacturing	

NECA PREMIER PARTNERS

3M	Schneider Electric
Federated Insurance	Southwire Corporation
Graybar	Thomas and Betts Corporation
Greenlee	United Rentals
Milwaukee Tool	Westex by <i>Milliken</i>

ELECTRICAL TRAINING ALLIANCE PARTNERS

PLATINUM LEVEL:

Milwaukee Electric Tool Corporation
 Klein Tools, Inc.
 Thomas & Betts Corporation
 3M Company Electrical Markets Division
 Salisbury by Honeywell
 Harger Lighting and Grounding
 Fluke Corporation
 Lutron Electronics, Inc.
 Eaton's Bussman Business
 Schneider Electric
 Southwire Company
 Prysmian Power Cables and Systems
 Graybar
 Greenslee by Textron Corporation
 Ideal Industries, Inc.
 Westex by Milliken

GOLD LEVEL:

Buckingham Manufacturing Company, Inc.
 Alexander Publications

SILVER LEVEL:

Ann Arbor Area Convention & Visitors Bureau
 Rubin Brothers, Inc.
 American Technical Publishers, Inc.
 Ypsilanti Area Convention & Visitors Bureau
 Legrand, North America
 E2E Summit

BRONZE LEVEL:

MOSAIC
 Stark Safety Consultants
 Coyne First Aid
 Wellshade