

**COLLECTIVE BARGAINING CONFERENCE CALL  
MARCH 5, 2009, 2 P.M. EST**

**FCA Members**

- Philadelphia
  - Dave Tiedeken
  - Wayne Gregory
- Wisconsin
  - Judy Noyce
  - Rob Noyce
- Portland
  - Jerry Van Scoy
  - Jim & John Duty
  - Scott Studer

- Los Angeles
  - Terry Osburn
  - Don Vulich

**FCA Legal Counsel**

Steve Burton

**FCA Staff**

Stuart Binstock

Jay Weaver

Tony Darkangelo

Kristin Bromberg

**COBRA Continuation Coverage**

- COBRA funds are under strain due to increased health care costs.
- Steve Burton suggested contractors be mindful of the economic impact and to be aware of the increased pressure on the fund.
- For those employees who were involuntarily terminated during September 1, 2008, and December 31, 2009, have the right to continue Health and Welfare coverage, however, coverage will be under significantly different rules than in the past.
  - The employee will be covered at a subsidized rate of 35.7 percent for nine months.
- Steve indicated that there might be a hidden subsidy moving forward, in areas with high levels of unemployment. This means the condition of the Health and Welfare fund will be affected considerably.
- One will have to show proof of termination to the trust.
  - Those who quit voluntarily cannot make this an option.

**8(f) vs. 9(a) Language**

- Proof is necessary to show that employees accept this language.
  - A majority of signed authorization cards is considered acceptable proof.
- 9(a) relationship language is meant to fend off rival petitions by the carpenters union.
- 8(f) will not bar a petition by a rival union during its term.
- Participants went on to discuss withdrawal liability as well as permissive items of obligation.

**CBA Duration**

- Labor is in favor of shorter contracts while management is pushing for longer contracts.
- Roll-over agreements are popular right now.
- Conference call participants discussed Baseball Arbitration.
  - Arbitrator is limited to choosing between the final offers of either party. This forces the parties to be realistic in disclosing their final offer, as this does not allow for compromise.

**Power of Attorney**

- Power of Attorney for contractors is necessary before negotiations begin to ensure the bargaining team has authorization to negotiate on their behalf.
- Convenience bargaining was discussed:
  - Each individual has a right to bargain, and each person must sign an agreement.
- Conference call participants discussed liquidated damages provision as well as the most favored nations provision.

**Misc. Issues**

- The no-strike, no lock-out clause is effective until the date the contract is up.
  - This will continue beyond expiration until either party gives written consent to dissolve the provision.
- Discussed Designation of Bargaining Rights/Evergreen Clause.

**Upcoming CBA conference calls:**

- Thursday, March 19 - 2 p.m. EST
- Tuesday, April 7 - 2 p.m. EST