



WATTS UP

December 01, 2007

Alaska Chapter NECA Newsletter

www.alaskaneca.org

Chapter Calendar

December 4

Anchorage JATC

December 11

Safety Committee

December 15

Annual Meeting / Christmas Party

December 25

Christmas Day

January 1

New Year's Day

Tool Box Talks

December 03, 2007

Transporting Tools and Materials

December 10, 2007

Work Practices

December 17, 2007

Working Hot

December 24, 2007

Workplace Violence

December 31, 2007

Are you a Qualified Employee?

What's in a Name? by John Grau

How do NECA contractors describe their relationship with the IBEW? I've heard it called everything from "partnership" and "marriage" to "employer-employee" and "customer-vendor" – even "parent-child."

I've heard all of these definitions of our relationship. And I'm hearing those definitions debated more and more lately.

Within NECA, we tend to talk about "our partnership" with the IBEW. But a number of our members have objected to this, stating that a partnership is a sharing of risks and rewards. They say that the IBEW doesn't share in the risk, only the rewards.

When I first started in this industry, I often heard our relationship compared to a marriage. I guess that's just another way of describing a partnership, only closer and more permanent. I don't hear that description as much anymore. "Partnership" seems to indicate that ours is a professional relationship.

Others argue that the IBEW should view the contractor as their customer, and that they (the IBEW) are a vendor supplying electricians. And in one case, someone suggested that the contractor is the parent providing all the support and benefits, and the union employee is a child needing guidance and discipline. He noted that the child shouldn't be allowed to tell the parent what to do.

There may be some confusion because we often fail to define who the parties are. The contractor and union electrician? The contractor and the local union? The NECA organization and the IBEW organization?

No matter who the parties are, I still like to characterize the relationship as a partnership. Certainly all the other descriptions apply in one form or another, but the reason I like the term “partnership” is that it helps drive us toward our goal of flexibility, change, and increased market share.

I like the market-driven concept behind “customer-vendor,” but I’m not sure that we want the IBEW as the so-called “vendor” to consider it appropriate to sell their services to the highest bidder. Even though it now happens occasionally, do we really want the IBEW supplying electricians directly to the customer, whether that’s the general contractor or industrial plant owner?

By naming the IBEW as our partner, we’re inviting them to consider themselves as sharing in the risk, even if that risk is only a fraction of the contractor’s risk. When someone has “skin in the game” they’re more likely to agree to concessions, delayed rewards, and tough changes. Partners are more open to understanding what it’s like to be in the other partner’s shoes. Partners look at the big picture, and what’s advantageous in the long run.

In the end, it’s just a game of semantics. But semantics can have a lot to do with how we feel. And for my part I’d like my employees to feel that my success, my organization’s success, and my industry’s success is just as important to them as it is to me.

Take Action Now to Prevent Bid Shopping

Does your prime contractor shop for lower bids for your work after he has won a prime contract? Do your competitors peddle lower prices to the winning general when you were the low bidder? Bid shopping and peddling are common practices on traditionally-bid federal construction jobs. Prime contractors cheat customers of the full value of their construction dollars and force subcontractors to chip away at costs and profits just to retain the jobs they won fairly with their original bids.

H.R. 3854, **the Construction Quality Assurance Act of 2007**, sponsored by Rep. Paul Kanjorski (D-11-PA), would require each prime contractor of Federal construction contracts to identify the subcontractors it intends to use on the job (bid listing). The legislation would impose stiff penalties on prime contractors who shop bids. It would protect subcontractors from greedy and unscrupulous prime contractors who want to abuse the system for their own windfall profits. Go to www.necanet.org/writetocongress to learn how you can support this critical legislation!

"House-Passed Law Would Delay 3 Percent Withholding"

Washington Technology (10/19/07) Welsh, William

The U.S. House has passed a tax measure, H.R. 3056, that would delay implementation of Section 511 of the 2005 Tax Increase Prevention and Reconciliation Act by one year. Section 511, which will require governments at all levels to withhold 3 percent of the amount due to contractors beginning in 2011, was added by Senate legislative staff during conference negotiations in a bid to raise revenues so that other taxes could be cut. It was touted as a way to ensure government contractors paid the taxes due on their earnings. But no hearings were ever held on the measure. Section 511 brought together a group of 75 businesses and organizations under the leadership of the U.S. Chamber of Commerce who organized to lobby lawmakers to strike down the provision. H.R. 3056 will also require the treasury secretary to submit a report within six months of enactment of the law detailing the challenges associated with implementation of the withholding provision and the burdens it would place on governments and businesses alike.

FUTURE SCHEDULE OF EVENTS.....

October 4-7, 2008

NECA Convention/Chicago, IL

September 12-15, 2009

NECA Convention/Seattle, WA