



## Engineers & Scientists of California

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### Union Myths vs Facts

*Myth 1a: I'm an hourly worker. Voting to join ESC Local 20 will force me to become salaried and lose my overtime.*

*Myth 1b: I'm a salaried worker. Voting to join ESC Local 20 will force me to become hourly and lose my flexible work schedule.*

Fact: Nothing about organizing as planners and designers will automatically change your hourly or salaried status. If, as a group of planning professionals, you decide you want to change your hourly or salaried status, you could negotiate that change with Edison. Or Edison could propose that change to you during the bargaining process. Either way, changing FLSA exempt or non-exempt status would have to be negotiated and mutually agreed to by you and Edison.

*Myth 2: If we vote to join ESC Local 20, Edison will fire us all and hire contractors to do our work.*

Fact: Nothing is stopping Edison from doing that tomorrow. In fact, in some disciplines more planning work is being done by contractors than by Edison employees. With a union, you will be able to protect your job by negotiating language prohibiting contracting out of work currently done by designers and planners. Organizing with ESC Local 20 will protect your work because once you vote yes to join ESC, Edison will have to negotiate over any reductions in force.

*Myth 3: If we vote to join ESC Local 20, we will lose our current pay and benefits.*

Fact: ESC Local 20 members get better pay and benefits, not worse. Members decide what to ask for in their contracts and vote democratically whether to accept what is offered or not. No one from the outside could possibly "trade away" benefits you want to keep. What you win in your contract will depend on what you have now and how actively you participate in your union. If unionizing really leads to worse pay, why aren't linemen, nurses, and professional athletes paid less?

Edison has already changed STIP without asking for your input or approval. If you want to at least keep your current STIP process and percentages, you can't afford not to join ESC. When you vote to join ESC, all of your current wages, benefits and working conditions are protected by the *Maintenance of Status Quo* which says that if the company wants to change any of these things before you have a contract, they have to negotiate with you.

*Myth 4: If we vote to join ESC Local 20, we will all have to work the same 7am-3:30pm schedule.*

Fact: Without representation, Edison could propose to change your schedule tomorrow without asking.

Any changes to start or end time would have to be negotiated. The bargaining process is dictated by priorities set by you. If an overwhelming majority of designers and planners all want to work 7 to 3:30 then you can propose to make that change but that seems unlikely.

*Myth 5: If we vote to join ESC Local 20, PG&E employees will be able to take Edison jobs without applying.*

Fact: ESC-represented PG&E employees would have to apply as an outside applicant. ESC is not a construction union. ESC PG&E members are hired by PG&E, just like designers and planners are hired by Edison.

*Myth 6: If 50% + 1 of designers and planners sign ESC authorization cards, we will automatically become represented by ESC.*

Fact: Edison would have to voluntarily agree to recognize ESC as your union if a majority of designers and planners sign cards. The truth is they will likely never do that. ESC will file for an election with the NLRB once a supermajority of designers and planners sign cards.

*Myth 7: Our dues will be spent on political candidates that support issues I oppose.*

Fact: In California, only voluntary contributions can be spent on candidates. ESC Local 20 engages in political issues that directly impact the professions of our members. ESC has been actively involved in wildfire reform both in Sacramento and at the CPUC. ESC currently has a bill that will allow hospital lab technicians to advance in their careers by eliminating redundancies in training. ESC's ability to give a voice to utility professionals will be amplified by adding Edison designers and planners. Right now, Edison as a company does not have a strong presence in Sacramento, especially when it comes to advocating for planning and engineering, in general.

*Myth 8: If we vote to join ESC Local 20, a mediator will settle our contract and we won't have any say in the process.*

Fact: Edison will be legally obligated to negotiate with you. A mediator may be used to settle a dispute in negotiations but the final agreement has to be approved by you. If you aren't happy with it, you can go back to the bargaining table.

*Myth 9: We can't afford to pay union dues. ESC just wants our money.*

Fact: ESC Local 20 has committed to help you organize and negotiate a great contract. ESC is sending staff from up north and has hired staff based here. Everything ESC does is funded by members' dues. It will be a long time before ESC recoups the investment in organizing Edison workers. ESC dues are very low. Full-time workers pay 1.5 x your base hourly rate (not including OT or STIP) paid per month. Part-time workers who work fewer than 20 hours per week, pay 1 x base hourly rate. For example, a full-time worker who earns \$40 an hour will pay \$60 a month.

*Myth 10: If we vote to join ESC Local 20, all promotions will be based on seniority rather than who is best qualified for the job.*

Fact: No. This type of change would have to be negotiated and agreed to by Edison. Hiring into ESC-represented positions at PG&E is based on merit, not seniority.

*Myth 11: I keep hearing about the "Maintenance of Status Quo." I've heard nothing can stop Edison from taking away our pay, benefits, or jobs if we vote for ESC Local 20.*

Fact: Maintenance of Status Quo is the law. It says Edison can't change your pay, benefits, employment status without negotiating with you. It also says any previously-scheduled wage increases or promotions still have to take effect. Status quo starts the minute a majority of Edison designers and planners vote to join ESC on the day votes are counted. When that happens, the NLRB will give ESC a document that states the following:

### NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, as long as the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,\* an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

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\*Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.