



Local Union 97

International Brotherhood of Electrical Workers

New York State

June 3, 2022

Mike Rubino
Director, Labor Relations
National Grid
300 Erie Boulevard West
Syracuse, NY 13202

Re: Violation/Unlawful Midterm Modification of Telecommuting/Home Agent MOAs

Dear Mike:

As you know, the parties have binding agreements addressing telecommuting/home agents covering both blue book and gold book employees. In light of the unprecedented impact of the pandemic and the need to close/restrict physical office space in 2020, Local 97 agreed to work with the Company as necessary to keep our members safe and productive. Obviously, Local 97 did not insist on strict adherence to the telecommuting/home agent MOAs during that time given the dire circumstances at play and external legal restrictions on employees' physical presence in the workplace. Nor did it agree to—at any point—to amend or diminish those written agreements concerning the Company's limited ability to use telecommuting and home agents.

When the exigent circumstances created by the pandemic subsided and federal and state authorities lifted legal restrictions affecting the physical workplace, Local 97 agreed to discuss possible changes to the telecommuting and home agent MOAs currently in effect. Local 97 engaged in those discussions despite having no legal obligation to bargain any changes to the existing agreements under Section 8(d) of the National Labor Relations Act. To be clear, Local 97's voluntary participation in those discussions did not in any way diminish its rights under the MOAs or its right to insist on strict compliance with those MOAs. *See St. Barnabas Med. Ctr.*, 341 NLRB 1325 (2004) (“[T]he parties do not incur traditional bargaining obligations by meeting and discussing proposals for a midterm modification.”); *Mack Trucks, Inc.*, 294 NLRB 864, 865 (1989) (“The fact that the Unions agreed to discuss the Respondent's proposed modification and offered counterproposals does not signify that the Unions agreed to reopen the contract . . .”).

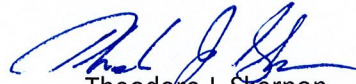
Unfortunately, the parties' discussions were not productive due to the Company's unreasonable and inflexible positions. Accordingly, on April 27, 2022, Local 97 insisted on compliance with the MOAs and requested that all members be returned to their designated office locations no later than June 6, 2022. The Company responded indicating that it did not intend to comply—and it appears that in fact it will not comply since it is now June 3 and affected employees have not been instructed to report to work on June 6.

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In response to the Company's blatant violation of the terms of the telecommuting/home agent MOAs, Local 97 will pursue all remedies available to it by way of the grievance/arbitration procedure and reserves the right to file an unfair labor practice charge for an unlawful midterm modification of the contract in violation of the NLRA. In the meantime, please do not hesitate to contact me if you would like to attempt to resolve this issue on reasonable terms.

Sincerely,



Theodore J. Skerpon
President/Business Manager
IBEW Local 97

TJS/dl

cc: B. Gayne, VP

J. Card, Asst. Bus. Mgr.

S. Givney, Asst. Bus. Mgr.

J. Murty, Asst. Bus. Mgr.

C. Schneider, NY Chief HR Res. Ofcr.

R. Wynter, NY President