JOHNSON & KROL, LLC
ATTORNEYS AT LAW
johnsonkrol.com
January 2019

WHAT'S INSIDE

TAFT-HARTLEY REPORT

Six States Attempting to Create Their Own Fiduciary Rule

On March 15, 2018, the United States Court of Appeals for the Fifth Circuit struck down the U.S. Department of Labor's fiduciary rule. The decision of the Fifth Circuit has created a wave of confusion and doubt among Employee Retirement Income Security Act ("ERISA") advisors, financial advisors, and the like across the country. Currently, the U.S. Department of Labor ("DOL") has stated that it will address the fiduciary rule next fall. Specifically, the DOL has indicated that it is looking into regulatory options to respond to the Fifth Circuit's decision. The deadline for the DOL to submit a new fiduciary rule proposal is in September 2019.

In May 2018, the DOL released its only guidance to date on the future of the rule since the decision of the Fifth Circuit. The guidance provided that professionals could still rely on the version of the fiduciary rule that was struck down by the Fifth Circuit to provide investment advice. However, the DOL stated that it would not enforce violations of the rule for now. The DOL is currently targeting September 2019 to release a new final fiduciary rule.

In the meantime, some states have begun pushing to adopt their own versions of the fiduciary rule. So far, six (6) states have introduced their own fiduciary rules. These states are Nevada, Connecticut, New York, Maryland, New Jersey, and Illinois. Each of the states have a different take on the fiduciary rule. For example, Connecticut requires financial planners to disclose the fact that they are not held to a fiduciary standard if a client request it. On the contrary, New York's proposal would require sellers of life insurance and annuities to act in the best interest of clients. While most of the bills/proposals have not yet been enacted, the overall consensus by the states is that they are putting in placeholder rules in the event the DOL is unable to successfully introduce a new fiduciary rule. It is important to note that many of these will not impact ERISA plans as they deal mainly with retail investment advisors.

One of the central questions that remains is whether states can enforce their own fiduciary rules on ERISA plans. The majority of practitioners believe that the states cannot due to ERISA preemption. The first such proposal that may deal with this issue is New Jersey's proposal, which does not mention any carve-out for ERISA plans. Currently New Jersey's rule is in the early proposal stages; however, it will be important to see what effect ERISA has on states enacting their own fiduciary rules going forward.

Janus v. AFSCME and its Aftermath

As discussed in detail in J&K's October 2018 newsletter, in June, the U.S. Supreme Court ruled against the American Federation of State, County and Municipal Employees ("AFSCME") in the much-anticipated case *Janus v. AFSCME*. In short, the Court struck down state laws that allow public sector unions to charge non-union members for the costs of bargaining and job protections, and as result, a non-union member cannot be compelled to support the union through dues payments under First Amendment principles.[1]

So, what has transpired since the Court's ruling in June? First and foremost, states have stopped collecting union fees from nonmembers, unless the nonmembers willingly elect to continue to pay the fees. Illinois, California, Massachusetts, Washington, Pennsylvania, and New York are among those states.[2] This was to be expected though, as continuing to collect union fees from nonmembers would open these states to litigation that they would ultimately lose.

Nonetheless, *Janus* has still resulted in a slew of lawsuits being brought against public sector unions. There are two types of lawsuits that have been trending. The first type of lawsuit relates to exclusive representation by unions. Shortly after the Court's decision, the Buckeye Institute brought suit on behalf of a non-union member teacher arguing that the teacher should have the right to forego union representation entirely, regardless of whether the teacher pays dues or not. If successful, exclusive representation by unions would be at risk. This would mean unions would only be able to negotiate on behalf of certain individuals and not others, which may result in workers partaking in separate contracts with different negotiated terms. This could also result in a "survival of the fittest" atmosphere among workers and management.[3]

The second type of lawsuit that is being brought against public sector unions relates to recouping dues that were already paid before the *Janus* ruling. These lawsuits are seeking a refund of fees already paid by non-union members. For example, the National Right to Work Legal Defense Foundation has already filed five lawsuits seeking over $150 million in past paid fees. However, courts have rejected this notion of "claw back" restitution for dues paid by non-union members after the Court's ruling in *Harris v. Quinn*.[4] While public sector unions may be able to rely on a good-faith reliance defense due to the precedent established by the Court in *Abood v. Detroit Board of Education,*[5] it is still a growing concern for unions until these cases are decided. Nevertheless, even if courts rule against the "claw back" of dues, unions will still have to spend time and resources in defending these cases.[6]

The full picture of the aftermath of *Janus* is still very much developing, and our office will continue to monitor the outcomes of these lawsuits. If you have any questions or concerns, please feel free contact our office.

New Apprenticeship Disability Regulations Set to Take Effect

On December 19, 2016, the U.S. Department of Labor ("DOL") published a final rule updating the guidelines on how Registered Apprenticeship Programs must ensure equal employment opportunities for all apprentice applicants. According to the DOL, the updated regulations were intended to help registered apprenticeship programs reach larger and more diverse groups of workers and to expand protections against discrimination to include a broader range of the available workforce. Some of the significant changes under the Regulations include: (1) extending protections against discrimination to include protections based on disability, age (40 or older), sexual orientation, and genetic information; (2) clarifying the affirmative steps that Program Sponsors must take to ensure equal opportunity in apprenticeship; (3) revising the outreach, recruitment, and retention activities expected of Program Sponsors to require four specific steps/activities; and (4) reworking the process for analyzing the talent available in the labor market to establish goals for diversity in apprenticeship.

The DOL developed a phased-in compliance schedule, which allowed existing Program Sponsors to bring their programs fully into compliance over a two-year period. The first phase of the regulations became effective in the Summer of 2017. Under the first phase of the regulations, programs were required to adopt and disseminate an

[1] *Janus v. AFSCME*, 585 U. S. ___ (2018).

[2] Opfer, Chris, Janus Lawyers Threaten More Lawsuits Over Union Fees, Bloomberg Law, July 3, 2018, https://news.bloomberglaw.com/daily-labor-report/janus-lawyers-threaten-more-lawsuits-over-union-fees-1.

[3] Eidelson, Josh, *Besieged American Unions Face New Conservative Legal War,* Bloomberg Law, Sept. 24, 2018 https://www.bloomberg.com/news/articles/2018-09-24/with-u-s-labor-under-siege-union-opponents-launch-new-attack.

[4] *See Harris v. Quinn*, 573 U.S. ___ (2014).

[5] *See Abood v. Detroit Board of Education*, 431 U.S. 209 (1977).

[6] Iagolla, Robert, Union Finances Could Take Beating in Fee Refund Lawsuits, Bloomberg Law, Oct. 15, 2018.

updated EEO Pledge and review their outreach and recruitment activities in order to ensure that the program was reaching all persons available for apprenticeship, without regard to race, sex, age, ethnicity, or disability. Programs were also required to designate a responsible individual to be in charge of the program's EEO and affirmative action program. Finally, programs were required to provide anti-harassment/discrimination training to all persons associated with their apprenticeship programs.

The second phase of the regulations, related specifically to individuals with disabilities, is set to take effect in early 2019. Under the final rule, all apprenticeship programs must provide an opportunity for individuals to voluntarily self-identify as an individual with a disability, both pre-offer—meaning at the time they apply or are considered for apprenticeship—and post-offer—meaning after they are accepted into the apprenticeship program but before they begin their apprenticeship. Additionally, programs are also required to remind apprentices annually that they may voluntarily update their disability status at any time. Finally, the rule requires that all programs, on a one-time basis, must invite each of their current apprentices to voluntarily self-identify as an individual with a disability. This self-identification is required to be confidential and separate from application considerations.

Lastly, programs are required to provide written notice to all applicants for apprenticeship and all apprentices of their right to file a discrimination complaint if they believe they have been discriminated against. Programs are also required to provide the contact information and the procedures for doing so.

The provisions in the new rule related to disability self-identification go into effect for most programs January 18, 2019. If you have any questions regarding the updated regulations, please feel free to contact our office.

Lawsuit Challenges DOL's New Association Health Plan Rule

On June 19, 2018, the U.S. Department of Labor ("DOL"), through Executive Order, expanded health coverage options available through association health plans for small businesses and their employees. The final rule, which is overseen by the DOL's Employee Benefits Security Administration, changed the definition of "Employer" under Section 3(5) of the Employee Retirement Income Security Act of 1974 ("ERISA") to allow additional entities—such as associations—to sponsor group health coverage. The rule allows small businesses, including self-employed workers, to band together by geography or industry to obtain healthcare coverage as if they were a large, single employer.[7] But not everyone agrees on the policy and purpose behind the new rule.

Advocates argue that association health plans strengthen negotiating power with providers form larger risk pools and greater economies, which will create more choice, access, and coverage for small businesses. Critics of the newly-expanded rule argue it is nothing more than an attempt to undermine and dismantle the Affordable Care Act ("ACA") by manipulating ERISA to shift a larger number of small employers into the large group insurance market, where the ACA's core protections do not apply. This criticism formed the basis of a lawsuit brought by eleven state attorneys general and the District of Columbia challenging the DOL's new rule.

Among other things, the lawsuit alleges the new rule violates the ACA by allowing small employers to be treated as large employers, while not requiring these entities to meet the essential coverage requirements they would otherwise be obligated to meet under the ACA. Therefore, plaintiffs argue, the new rule creates a new plan outside of the ACA requirements. The lawsuit further claims that a self-employed individual (a "working owner"), without other employees, does not meet the definition of an "employer" under ERISA.[8] Thus, plaintiffs allege that a working owner, without other employees, is not capable of being in an association of employers creating an association health plan.

The long-term impact of the new association health plan rule, if any, on the overall trend of continuously rising health care costs in the United States remains to be seen. The lawsuit challenging the rule is currently pending in the U.S. District Court for the District of

[7] An association must satisfy a "commonality of interest" test among its members on the basis of geography or trade by showing its members are either:

- In the same trade, industry or professional throughout the United States; or
- In the same principal place of business within the same state or a common metropolitan area, even if the metro area extends across state lines.

[8] ERISA definition of employer – "such term shall include only employers of two or more employees." 42 U.S.C. § 300gg-91(g)(6).

Columbia. Regardless of the decision at the District Court, there will almost certainly be appeals and further legal challenges to the DOL's expanded association health plan rule.

Mechanic's Liens, Public Bond Claims, and Federal Miller Bond Act Claims for Collection of Delinquent Contributions

When an employer becomes delinquent in the payment of its contributions, fringe benefit funds may have claims against a general contractor and/or an owner of the project site. What rights the fringe benefit funds may have depends on who owns the property and where the property is located. Ultimately, if there is an avenue available for collection against the general contractor and/or owner of the project site, any claim will likely be limited to unpaid wages and contributions and will not provide a mechanism to collect liquidated damages, interest, and/or attorney's fees and costs.

Federal Projects

If the work is performed on a federally owned project, then the fringe benefit funds may have a claim under the Miller Act.[9] The Miller Act requires that prime contractors for the construction, alteration, or repair of federal buildings furnish a payment bond for contracts in excess of $100,000.00. However, since the fringe benefit funds would likely not have a direct contract with the federal government and would likely be second-tier subcontractors, their rights are not automatic. Specifically, the fringe benefit funds must provide written notice to the prime contractor of their claim within ninety (90) days from the date when the last labor was furnished. In order to satisfy the deadlines, efficient communications between union business agents, fund employees, and fund counsel is necessary.

Public State and Local Projects

Many states have adopted "Little Miller Act" bond requirements, which require general contractors hired to make improvements to state or local property to post a bond. Some states allow fringe benefit funds to assert claims on a "Little Miller Act" bond, while others have held that the fringe benefit funds' claims are preempted by ERISA. As such, depending on the jurisdiction, a "Little Miller Act" bond may be available to fringe benefit funds. It is important to note that there are likely strict notice deadlines that must be adhered to perfect fringe benefit funds' right to assert a claim on behalf of the participants. When a signatory employer is not cooperating, the bargaining-unit employees that performed the work can also be a good resource to provide information to fund counsel to satisfy any strict deadlines imposed by statute.

Private Projects

Depending on the state where the project is located, a mechanic's lien may be available to fringe benefit funds. Illinois,[10] Kentucky,[11] Minnesota,[12] and Wisconsin,[13] for example, have recognized fringe benefit funds' rights to assert liens for contributions. However, Indiana,[14] on the other hand, does not recognize fringe benefit funds' right to assert a claim for lien. As with the other options discussed above, each state has strict notice and timeliness deadlines that must be complied with.

Claims Limited to Hours Worked on Project

In most instances, fringe benefit funds will not receive remittance reports from a contributing employer that identify where each hour was performed. As such, the biggest challenge for fringe benefit funds in asserting a bond or mechanic's lien claim is determining what hours were worked on a specific project.

On some projects, the owner or general contractor will require its subcontractor/contributing employer to remit certified payroll records, which would likely provide this information. However, most of the time, no certified payroll will be available. In those cases, the union business agents and the bargaining-unit employees doing the work will have the most information. As such, effective communication between the union business agents, bargaining-unit employees doing the work, and fund counsel is usually necessary.

Trump Executive Order Aims to Expand Retirement Saving Options

On August 31, 2018, President Trump issued Executive Order 13847, directing the Secretary of Labor to expand retirement savings options by revisiting rules on open multiple employer plans and minimum distributions. As noted in the Executive Order, 34 percent of all

[9] 40 U.S.C. § 3131 et seq.

[10] *Divane v. Smith*, 774 N.E.2d 361, 366–68 (Ill. App. Ct. 2002).

[11] *Reliance Ins. Co. v. Commonwealth, Dep't of Transp.*, 576 S.W.2d 231 (Ky. Ct. App. 1978).

[12] *Twin City Pipe Trades Service Association, Inc. v. Peak Mechanical, Inc.*, 689 N.W.2d 549 (Minn. Ct. App. 2004).

[13] *Plumber's Local 458 Holiday Vacation Fund v. Howard Immel, Inc.*, 151 Wis.2d 233, 445 N.W.2d 43, 46 (Ct. App. 1989).

[14] *Edwards v. Bethlehem Steel Corp*, 517 N.E.2d 430, 432–433 (Ind. Ct. App. 1998) (holding that fringe benefit funds did not have standing but leaving the door open for individual claims to be asserted by employees/participants).

private-sector, full-time or part-time workers lack access to a workplace retirement plan. Small businesses in particular are less likely to offer retirement benefits. In 2017, approximately 89 percent of workers at private-sector establishments with 500 or more workers were offered a retirement plan, compared to only 53 percent for workers at private-sector establishments with fewer than 100 workers. Regulatory burdens and complexity can be costly and discourage employers, especially small businesses, from offering workplace retirement plans to their employees. The Executive Order aims to eliminate rules and regulations that impose unnecessary costs and burdens on businesses in an effort to encourage them to provide retirement plans to their employees.

Within 180 days of the Order, the Secretary of Labor is directed to issue guidance and clarification in three areas. First, the Secretary must issue guidance that expands access to multiple employer plans (MEPs), under which employees of different private-sector employers may participate in a single retirement plan as a way to reduce administrative costs of retirement plan establishment and maintenance. Second, the Secretary must issue guidance, which reduces the number and complexity of employee benefit plan notices and disclosures currently required to ease regulatory burdens, that may discourage plan formation or maintenance. Third, the Secretary is to examine the life expectancy and distribution period tables in the regulations on required minimum distributions from retirement plans and determine whether they should be updated to reflect current mortality data, and how often the tables should be updated in the future.

The Executive Order did not precisely define the scope and breadth of the desired changes. Nevertheless, it is clear that regulatory changes are coming that will expand access to MEP's, reduce regulatory reporting requirements, and update mortality tables for required minimum distributions. It remains to be seen if some of these changes will also apply to Taft-Hartley plans as well.

Municipal Right-to-Work Ordinances

In September 2018, the Seventh Circuit Court of Appeals decided a case involving municipal right-to-work ordinances.[15] The ability to pass so called right-to-work laws is a power granted to the states by Section 14(b) of the National Labor Relations Act ("NLRA").[16] The issue before the Court was whether a municipality has the power to bar compulsory union membership as a condition of employment. Or as the Court framed the question, whether a local law, rather than a state-wide law, falls within the scope of Section 14(b) of the NLRA.

The Village of Lincolnshire's right-to-work ordinance[17] barred three things: (1) the inclusion of union-security or hiring-hall provisions in collective bargaining agreements; (2) the mandatory use of hiring halls; and (3) dues checkoff arrangements. The Village asserted that it had the power to assume for itself the powers delegated to the state under Section 14(b) because it is a home rule community under the Illinois Constitution. The Seventh Circuit disagreed, stating it did not believe Congress intended to allow municipalities, or other political subdivisions within a state, to exercise this power granted to the states, even if they exercise other powers granted to the state as home rule communities.

In the first portion of its analysis, the Seventh Circuit found that all three purposes of the Lincolnshire ordinance were preempted by the NLRA. The first portion of the ordinance was found to be preempted by Section 8(a)(3) of the NLRA.[18] The U.S. Supreme Court has recognized that laws prohibiting union-security agreements are at odds with the national policy articulated by Section 8(a)(3), and that they are only valid if they are enacted pursuant to Section 14(b).[19] Likewise, the second portion of the ordinance prohibiting the use of hiring halls was found to be preempted by Sections 8(b)(1) and 8(b)(2) of the NLRA.[20] Finally, the Court found the third portion of the Lincolnshire ordinance, which forbade dues-checkoff regulation, to also be preempted.

The Court then examined whether the municipality could exercise the power granted to the states by Section 14(b) of the NLRA. Section 14(b) grants states the authority to decide for themselves whether to exempt employers within their borders from compliance with union security agreements and was added to the NLRA in 1947 by the Taft-Hartley Act.

In determining that Section 14(b) did not authorize a state's political subdivisions to override the federal rules, the Court held "Labor Law is one of the rare areas in which Congress has preempted the field, and so states have no power in the area except with respect to their own employees." The court went on to say that "Section 14(b)

[15] *International Union of Operating Engineers Local 399 v. Village of Lincolnshire*, 905 F.3d 995 (7th Cir. 2018).

[16] 29 U.S.C. § 164(b).

[17] Ordinance Number 15-3389-116.

[18] 29 U.S.C. § 158(a)(3).

[19] *Oil Chemical & Atomic Workers International Union v. Mobil Oil Corporation*, 426 U.S. 407, 416-417 (1976).

[20] 29 U.S.C. § 158(b)(1) and (2).

cedes some power back to the states, but it makes no sense to say states can re-delegate that power." The Court also stated that permitting local legislation would put employers in and around the Village in an impossible position and threaten a "crazy-quilt of regulations" wherein a single collective bargaining agreement would be subject to numerous regulatory schemes. The Seventh Circuit also reasoned that allowing delegation of the powers granted to the states by Section 14(b) of the NLRA would threaten the national uniformity in labor law that Congress sought to create by enacting the NLRA in the first place. By limiting the application of Section 14(b) to just states or territories, the number of conflicts is limited.

The Seventh Circuit's decision is at odds with at least a portion of a 2016 Sixth Circuit decision.[21] While the Sixth Circuit agreed that Section 14(b) does not authorize any government (state or local) to restrict the use of hiring halls or checkoffs, it concluded that Congress intended to allow the states to delegate the powers granted by Section 14(b) to their political subdivisions, and therefore the county right-to-work ordinance in question was a "State law."

A circuit split clearly exists regarding the ability of local governments to enact laws banning union-security clauses, such as the agency-shop agreements banned by the Lincolnshire ordinance. On the other hand, it appears to be well settled that local governments cannot pass laws forbidding hiring-hall agreements or dues-checkoff arrangements based on both the Sixth and Seventh Circuit decisions, as well as similar decisions by other circuits.

Given the circuit split, the issue of whether local governments have the power to bar union-security clauses appears to be ripe for review by the U.S. Supreme Court. The attorney who handled the Seventh Circuit case for Lincolnshire has indicated the Village intends to file such an appeal. As of the date of this newsletter, there is no word as to whether a Writ of Certiorari was filed with or granted by the U.S. Supreme Court.

Final Rules on Religious and Moral Exemptions Released

On November 7, 2018, the U.S. Departments of Health and Human Services ("HHS"), Labor, and Treasury released two companion final rules on religious and moral objections to the coverage of contraceptives under the preventive services requirement of the Affordable Care Act ("ACA").

As background, under the ACA, non-grandfathered health plans are required to cover various preventive services delivered by in-network providers without cost-sharing. Under this rule, non-grandfathered plans must cover the full range of FDA identified contraceptive methods. This means that coverage must be provided without cost-sharing for at least one form of contraception in eighteen identified categories, including emergency contraception such as Plan B. The ACA also carved out an exemption for religious institutions and places of worship. These entities could choose to be exempt from the requirement to cover contraceptives if they had legitimate religious objections. However, religiously affiliated nonprofits and for-profit organizations were not eligible for an exemption; instead, they could select an accommodation.[22] With an accommodation, these employers could opt-out of providing contraceptive coverage in their plans by submitting a form or notice stating their objections to HHS. Once the objection was received, if any individual covered under the employer's plan requested the disputed contraception, then the insurer would be required to provide the contraceptive outside of the plan.

The final rules largely mirror the interim rules that were released in October 2017 and are addressed in two separate sections: (1) exemptions for religious beliefs and (2) exemptions for moral convictions. The exemption for religious beliefs provides an exemption from the contraceptive coverage mandate to entities and individuals that object to services covered by the mandate on the basis of "sincerely held religious beliefs." As a result, entities that sincerely hold these religious beliefs will be exempt from the ACA mandate and can no longer be required to provide such coverage.[23] The exemption for religious beliefs also maintains the availability of the accommodation, in which the entity's insurer or Third Party Administrator ("TPA") is responsible for providing contraceptive coverage to the entity's participants, but the rules make it voluntary and at the option of the entity. In other words, the otherwise exempt

[21] *United Automobile, Aerospace and Agricultural Implement Workers of America Local 3047 v. Hardin County, Kentucky*, 842 F.3d 407 (6th Cir. 2016).

[22] Sobel, Laurie, Alina Salganicoff and Caroline Rosenzweig. New Regulations Broadening Employer Exemptions to Contraceptive Coverage: Impact on Women. The Henty J. Kaiser Family Foundation. October 2017.

[23] Fact Sheet: Final Rules on Religious and Moral Exemptions and Accommodation for Coverage of Certain Preventive Services Under the Affordable Care Act. November 7, 2018. HHS.gov.

entity can decide to take advantage of the accommodation, which would provide the contraceptive coverage, or can decline to do so.[24]

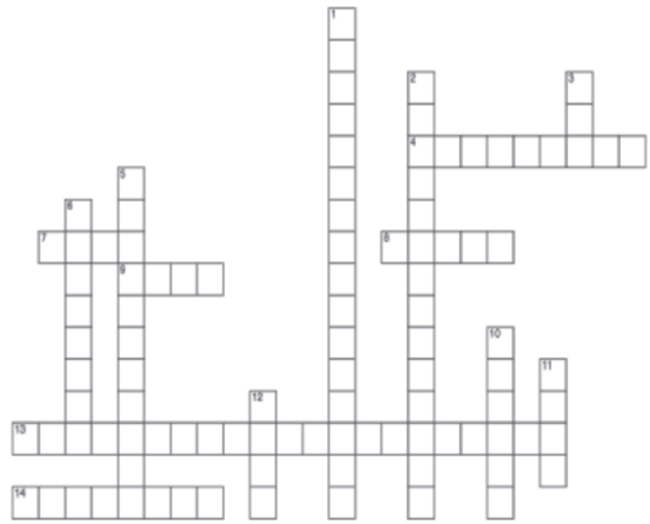
Under the final rules for exemptions for moral convictions, nonprofit organizations, small businesses and individuals that have non-religious moral convictions opposing contraceptive coverage are afforded similar protections to those entities that hold sincerely held religious objections. The voluntary accommodation previously described for religious exemption is also available to entities with moral convictions against providing contraceptive coverage. After the interim rules were published, many commenters asked that HHS extend the religious exemption to governmental entities; however, HHS declined to do so.

Under the final rules, employers who claim an exemption for either religious or moral convictions are not required to provide any sort of self-certification or notice to the federal government. Despite HHS's reluctance to require notice, ERISA notice rules require employers to document services covered in their plan documents. Accordingly, exempt employers will need to update their respective plan documents to reflect contraceptives not covered.[25]

Although the final rules and the interim rules are very similar, the final rules did clarify certain aspects of the interim rules. Specifically, the final rules clarify that the exemption applies only to the services that an entity objects to (so that an entity that objects to some types of contraceptives must still cover those that it does not hold an objection to).[26] The final rules also clarify that a group health plan can offer participants a separate policy without contraceptives, even if an individual only object to some (but not all) coverage of contraceptives.[27]

The final rules become applicable sixty (60) days after publication, which is January 14, 2019. If you have any questions about our final rules on religious and moral exemptions, please contact our office.

Taft-Hartley Crossword Puzzle, Put your ERISA Knowledge to the Test!



Down:

1. Free under the ACA
2. Aka, "The Labor Management Relations Act of 1947"
3. Negotiated "collectively"
5. Stepping into the shoes of the insured
6. Double-breasted
10. Performed. By the DOL, IRS, and PBGC
11. As in, "Wage & Welfare" (or 007)
12. Pension division order

Across:

4. One who acts prudently
7. US labor law enforcer
8. ________ v. AFSCME
9. IRA option
13. Fiduciary self-dealing
14. J&K's newest Member

*Answer key on back page

[24] Id.

[25] Keith, Katie. Religious, Moral Exemptions from Contraceptive Coverage Mandates: Second Verse, Same as the First. HealthAffairs.org. November 9, 2018.

[26] *Id.*

[27] *Id.*

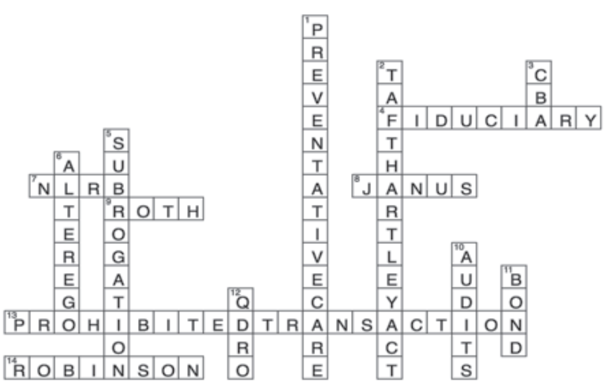
J&K
JOHNSON & KROL, LLC
ATTORNEYS AT LAW

311 South Wacker Dr.
Suite 1050
Chicago, IL 60606

Phone: 312.372.8587
Fax: 312.255.0449
johnsonkrol.com

FRA Taft-Hartley Benefits Summit: January 20-22, 2019, Las Vegas
William P. Callinan, J&K Member

William will be a guest speaker at the FRA Taft-Hartley Benefits Summit to be held in Las Vegas on January 20-22, 2019. He will be presenting "Understand IRS and Department of Labor (DOL) Compliance Audits," where he will discuss whether your expenses have been properly paid, how the IRS and DOL deal with missing participants, how DOL regions differ on issues, and nationwide vs. local issues. If you will also be at the FRA Taft-Hartley Benefits Summit, stop by and say hello!



**Answer Key*