

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE
DECISION**

Wednesday, December 2, 2015

A meeting of the Labor Management Committee (LMC) was held on Wednesday, December 2, 2015 at 9:00 a.m. at the offices of the Albany Chapter of the National Electrical Contractors Association, 16 Wade Road, Latham, New York, for the purpose of addressing a Petition for Grievance filed by IBEW Local 236 on behalf of Aaron McAdoo against Welsbach Electric and Schupp's Line Construction (see attached Notice of Grievance Hearing).

Present at the Hearing:

Committee Members

IBEW Local 236

Don Rahm, Chair
Michael Torres
Paul Fitzmaurice

Albany NECA Chapter

Jerrald Cherrier, Chair
Kevin Haggerty
Eileen LaCorte

Executive Director/Secretary Stephen Chamberlain
Business Manager IBEW Local 236 Mark Lajeunesse

For Grievant

Aaron McAdoo and Mark Lajeunesse on behalf of IBEW Local 236

For Respondents

George Schupp Schupp's Line Construction, Inc., and
Stephen Chamberlain on behalf of the Employers

After careful consideration of the evidence submitted, the committee ruled as follows:

Regarding all charges set forth in the grievance; the Inside Agreement does not apply to work covered under the Tappan Zee Crossing Project Labor Agreement, as such all of the charges against the respondents are invalid.

Respectfully Submitted,



Donald W. Rahm
LMC Chairman
IBEW Local 236



Stephen Chamberlain
Executive Director/Secretary
Albany NECA Chapter

cc: Kenneth W. Brouwer, President/CEO Welsbach Electric Corp.
Janice Olmstead, President Schupp's Line Construction, Inc.
Mr. Mark Lajeunesse, Business Manager IBEW Local 236
Contractor LMC members

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE
NOTICE OF GRIEVANCE HEARING**

November 20, 2015

Please be advised that notice of a Petition for Grievance is being filed by Aaron McAdoo against Welsbach Electric and Schupp's Line Construction with a request that this matter be heard before the Labor Management Committee (LMC) on **Wednesday December 2, at 9:00 A.M.** at the Albany NECA Chapter Office, 16 Wade Road, Latham, NY.

The grievance scheduled to be heard stems from multiple charges filed by grievant Aaron McAdoo against the Contractors alleging the following:

Charges:

Grievant alleges violations of the following provisions of the Inside Agreement by Welsbach Electric Corporation and Schupp's Line Construction for work done in Coeymans New York under the Tappan Zee Crossing Project Labor Agreement as follows:

- a. Article I, Section 1.03-Agreement not submitted to IO for approval.
- b. Article II, Section 2.07-Portability
- c. Article II, 2.II(a),(b),(c)
- d. Article IV, Section 4.05-Referral Article II Sections 2.04 (a) and (b), 2.16 and 2.18;
- e. Article III Sections 3.19, 3.34, 3.35, 3.36, 3.37 and 3.40;
- f. Article IV Sections 4.02 and 4.08; and
- g. Article VI Sections 6.02, 6.03 and 6.04

Background:

The respondents are the prime and subcontractors for work under the Tappan Zee Crossing Project Labor Agreement (TZC-PLA). Prefabrication work is being performed in Coeymans, within the jurisdiction of Local 236. Local 236 is not a signatory to the TZC-PLA and workers to perform the prefabrication in Coeymans have been hired through a signatory to the TZC-PLA, Local 363.

The grievant alleges multiple violations of the Inside Agreement by the respondents Welsbach Electric Corporation and Schupp's Line Construction due their acceptance of workers referred by Local 363.

Remedy Sought By Grievant:

The grievant would like to receive all pay and benefits, "made whole," for all lost work opportunities to current date resulting from these violations.

And, all electrical work in Local 236's jurisdiction to be performed by Local 236 members and/or dispatched through the Local 236 Referral Procedure.

Respondent's Contention:

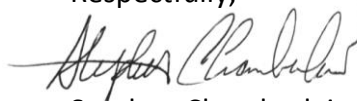
The basis of the grievance is rooted in the referral process, Article IV, Section 4.02 of the Inside Agreement states "The Union shall be the sole and exclusive source of referral of applicants for employment." Furthermore, the respondents have no standing to determine the territory or jurisdiction of the Locals per Article II, Section 2.11 (b) of the Inside Agreement, which states "The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations."

The respondents are not responsible for referring workers and are relying on an interpretation by IBEW Locals which are signatories to the Tappan Zee Crossing Project Labor Agreement, and as such must be held harmless in this grievance. Additionally, the primary contractor cited in this grievance has indicated the willingness to seek labor for the Tappan Zee Crossing work done in Coeymans through referral from whichever Local the IBEW determines as appropriate in this instance.

Attendees:	Local 236 Committee Members:	To be determined by Local.
	Contractor Committee Members:	Jerald Cherrier - Chairman
		Kevin Haggerty
		Eileen LaCorte

Mark Lajeunesse to represent Local 236

Respectfully,



Stephen Chamberlain
Executive Director/Secretary
Albany NECA Chapter

cc: Kenneth W. Brouwer, President/CEO Welsbach Electric Corp.
Janice Olmstead, President Schupp's Line Construction, Inc
John Mosher, President IBEW Local 236
Mr. Mark Lajeunesse, Business Manager IBEW Local 236
Contractor LMC members