

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE
GRIEVANCE DECISION**

September 27, 2016

A meeting of the Labor Management Committee was held on **Tuesday September 27, 2016** at the Albany NECA Chapter Office, 16 Wade Road, Latham, New York, for the purpose of addressing a grievance filed by **IBEW Local 236** on behalf of **James Miller** against **Gross Electric, Inc.** (See attached Notice of Grievance Hearing).

Present at the Hearing:

Committee Members

IBEW Local 236

Mark Lajeunesse, Chair
Mike Torres
John Mosher

Albany NECA Chapter

Jerrald Cherrier, Chair
Eileen LaCorte
Kevin Haggerty

Albany NECA Chapter Manager/Secretary Stephen Chamberlain
IBEW Local 236 Assistant Business Manager Paul Fitzmaurice

For Grievant

Paul Fitzmaurice on behalf of IBEW Local 236
James Miller – Grievant

For Respondent

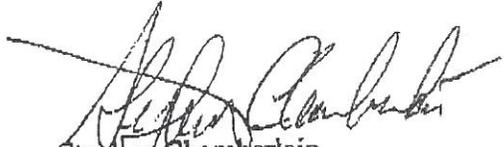
Joseph P. Gross – Gross Electric Inc.

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

Regarding the alleged violation of "Basic Principles" of the Agreement
The committee found no violation of the Collective Bargaining Agreement.

Respectfully Submitted,


Mark Lajeunesse
LMC Chairman
IBEW Local 236


Stephen Chamberlain
Chapter Manager/Secretary
Albany NECA Chapter

Attachments

cc: Joseph P. Gross, Gross Electric, Inc.
John Mosher, President IBEW Local 236
Paul Fitzmaurice, Assistant Business Manager IBEW Local 236
Mike Torres, Assistant Business Manager IBEW Local 236
Contractor LMC members

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

September 9, 2016

Please be advised that notice of a Petition for Grievance has been filed by IBEW Local 236 (Local) on behalf of James “Jimmy” Miller against Gross Electric, Inc. (Gross Electric) with a request that this matter be heard before the Labor Management Committee (LMC). The hearing will be **11:00 am Tuesday September 27, 2016** at the Albany NECA Chapter, 16 Wade Road, Latham, NY.

The grievance to be heard stems from charges filed by the Local on behalf of Mr. Miller against Gross Electric as follows:

Charge:

The Local and Mr. Miller allege a violation of the “Basic Principles” Section of the Inside Agreement.

Background:

Mr. Miller took a call for employment at the LaFarge cement plant. Mr. Miller was not selected for employment by Gross Electric.

Remedy Sought By Grievant:

“Back pay and benefits beginning 8-3-16 and continuing until the end of the job.”

Respondent’s Contention:

- To be presented at the hearing -

Attendees: Local 236 Committee Members:
Contractor Committee Members:

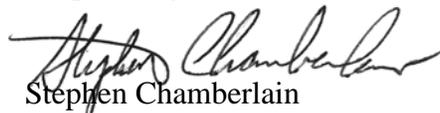
To be determined by Local.

Jerald Cherrier - Chairman
Eileen LaCorte
Joseph Miner

To represent Local 236:
To represent Gross Electric, Inc.:

**To be determined
To be determined**

Respectfully,


Stephen Chamberlain

Executive Director /LMC Secretary

Attachments

cc: Joseph P. Gross, Gross Electric, Inc.
Mark Lajeunesse, Business Manager IBEW Local 236
John Mosher, President IBEW Local 236
Contractor LMC members

I.B.E.W. LOCAL UNION # 236
3000 TROY SCHENECTADY ROAD
SCHENECTADY, NEW YORK 12309
TELEPHONE: (518) 783-9957
FAX (518) 783-5338



To: NECA

From: Paul Fitzmaurice

Fax: 518-220-9303

Pages: 2

Phone: 518-785-5876

Date: 8/12/16

Re: Grievance

CC:

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

Please be advised Jimmy Miller is filing this grievance against Gross Elec. For violating the Basic Principals statement of the CBA.

Thank you, Paul.

Paul Fitzmaurice
Assistant Business Manager
518-783-9957 Ext. 3016
518-783-5336 Fax
518-878-1196 cell
pfitzmaurice@ibew236.org

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Grievance Form and Record of Proceedings

L. U. 236

Co. _____

Grievance No. _____

NAME Jimmy Miller DATE 8-11-16 TIME _____ A.M./P.M.
EMPLOYEE I.D. NO. _____ DEPT. _____

STATE OF COMPLAINT: No. Miller is filing this grievance based on a violation of the basic principles section of the CBA

SETTLEMENT REQUESTED: Back pay and benefits beginning 8-3-16 and continuing until the end of the job.

SIGNED [Signature]
GRIEVING EMPLOYEE

SIGNED [Signature]
UNION REPRESENTATIVE

COMPANY'S REPLY TO GRIEVANCE: _____

IS DECISION SATISFACTORY?	YES _____	NO _____	SIGNED _____	COMPANY REPRESENTATIVE	DATE _____
			HAS CASE BEEN APPEALED?	YES _____	NO _____
			SIGNED _____	UNION REPRESENTATIVE	DATE _____

Union's Reply: _____

SIGNED _____
UNION REPRESENTATIVE

COMPANY'S REPLY: _____

IS DECISION SATISFACTORY?	YES _____	NO _____	SIGNED _____	COMPANY REPRESENTATIVE	DATE _____
			HAS CASE BEEN APPEALED?	YES _____	NO _____
			SIGNED _____	UNION REPRESENTATIVE	DATE _____

Union's Reply: _____

SIGNED _____
UNION REPRESENTATIVE

COMPANY'S REPLY: _____

IS DECISION SATISFACTORY?	YES _____	NO _____	SIGNED _____	COMPANY REPRESENTATIVE	DATE _____
			SIGNED _____	UNION REPRESENTATIVE	DATE _____

CASE APPEALED BY: Union _____ DATE _____
Company _____

(IF SPACE IN ANY STEP IS INADEQUATE, ATTACH SEPARATE SHEETS)

Respondent's Contention

Regarding Charge:

Under Article II, Section 2.03 the "Management Rights" section of the Inside Agreement the employer is allowed great latitude in how work is performed including the hiring of employees.

Section 2.03 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work. In hiring, and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause."

Furthermore Article IV Section 4.03 reinforces the right under the Agreement of the contractor to reject applicants for employment as he or she sees fit.

Section 4.03 The Employer shall have the right to reject any applicant for employment."

Both of the sections noted above are Category I language required in all agreements that are negotiated between NECA Chapters and IBEW Local Unions and are considered "settled" language with a long arbitration history.

The respondent respectfully requests that the committee dismiss this grievance.