

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE**

GRIEVANCE DECISION

August 10, 2016

A meeting of the Labor Management Committee (LMC) was held on **Wednesday August 10, 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 Sean Chesley against Gross Electric, Inc. (See attached Notice of Grievance Hearing).

Present at the Hearing:

Committee Members

IBEW Local 236

Paul Fitzmaurice, Chair
Kerry Chesterfield
John Mosher

Albany NECA Chapter

Jerrald Cherrier, Chair
Eileen LaCorte
Kevin Haggerty

Albany NECA Chapter Manager/Secretary
Business Manager IBEW Local 236

Stephen Chamberlain
Mark Lajeunesse

For Grievants

Mark Lajeunesse on behalf of IBEW Local 236
Sean Chesley - Grievant

For Respondent

Joseph P. Gross – Gross Electric Inc.

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

The committee found no violation of the Collective Bargaining Agreement and dismissed the grievance.

Respectfully Submitted,



Paul Fitzmaurice
LMC Chairman
IBEW Local 236



Stephen Chamberlain
Chapter Manager/Secretary
Albany NECA Chapter

Attachment

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

**ALBANY NECA CHAPTER
LABOR MANAGEMENT COMMITTEE**

NOTICE OF GRIEVANCE HEARING

August 3, 2016

Please be advised that notice of a Petition for Grievance has been filed by IBEW Local 236 (Local) on behalf of Sean Chesley against Gross Electric, Inc. (Gross Electric) with a request that this matter be heard before the Labor Management Committee (LMC). The hearing will be on **Wednesday August 10, 2016 at 9:00 am** at the Albany NECA Chapter, 16 Wade Road, Latham, NY.

The grievance to be heard stems from a charge filed by the Local on behalf of Sean Chesley against Gross Electric as follows:

Charge:

- a. The Local alleges Gross Electric violated Article II, Section 2.03 of the Agreement between IBEW Local No. 236 and the Albany Electrical Contractors Association NECA Albany Chapter, when Mr. Chesley was discharged on July 8, 2016 by Gross Electric due to a lack of work.

Background:

Grievant was hired May 31, 2016 by Gross Electric for a job at the LaFarge plant in Ravena, NY (LaFarge), the grievant alleges that while he was working at Lafarge, journeymen were transferred from a job at the Beechnut plant in Florida, NY (Beechnut) to LaFarge. Grievant was transferred from LaFarge to Beechnut on June 14, 2016 and was laid off from Beechnut on July 8, 2016 due to "Lack of Work." Grievant further alleges that, while working at Beechnut other workers were sent to Lafarge and alleges that, "This proves there was no lack of work."

Remedy Sought By Grievant:

"... reinstatement of his job, with back pay and benefits. He is also seeking \$30.00 dollars per day for gas and tolls beginning Wed. July 13th for having to work out of our jurisdiction in Local 43."

Respondent's Contention:

- To be presented at the hearing -

Attendees: Local 236 Committee Members:
Contractor Committee Members:

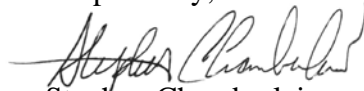
To be determined by Local.

Jerald Cherrier - Chairman
Kevin Haggerty
Eileen LaCorte
Joseph Miner - Alternate

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

Respondent's Contention

Chesley/Local 236 v Gross Electric

Grievant alleges a violation of the "management rights" section of the agreement (Section 2.03).

"Employer shall 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..."

- Gross Electric had the authority under the contract to transfer employees from job to job within the geographical jurisdiction of the local. Both LaFarge and Beechnut are within the local's jurisdiction.
- Gross Electric had the authority to determine the number and kind of employees needed to perform the work at all locations where work was being performed, transferring other journeymen between the LaFarge and Beechnut jobs is allowable; the transfer of other employees between work locations has no relevance in this grievance.
- Grievant contends that the transfer of journeymen to LaFarge shows that there was "no lack of work." The grievant was assigned to work at Beechnut whether there was work at LaFarge or not is irrelevant. The contract provides the employer the authority to transfer employees from job to job and does not provide workers a "hold" on previously held positions at other employer jobsites or for that matter any jobsites.
- Gross electric offered the grievant employment at Global Foundries which the grievant turned down. Following the grievant's rejection of work at the location offered it was within Gross Electric's rights to identify the employee as a quit rather than a layoff due to lack of work.

The layoff was proper and within the terms of the agreement.

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



Fax

To: NECA

From: Paul Fitzmaurice

Fax: 518-220-9303

Pages: 2

Phone: 518-785-5876

Date: 7/18/16

Re: Grievance

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Steve this grievance is being filed against Gross Elec. today July 18th 2016.

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

Local 236

Company Gross Electric

Grievance No.

Name Sean Chesley

Date 07/18/2016

State Grievance Sean files this grievance against Gross Electric for violation of Section 2.03 of the CBA. Sean was dispatched to Lafarge May 31st. While Sean was at Lafarge, JWs working at Beechnut were transferred to Lafarge. Sean was transferred to Beechnut on June 14th. Sean was discharged for "Lack of Work" on 7/8/16. While Sean was working at the Beechnut project other men working at Beechnut were sent to the Lafarge job. This proves that there was no lack of work.

Settlement Requested Sean is seeking reinstatement of his job, with back pay and benefits. He is also seeking \$30.00 dollars per day for gas and tolls beginning Wed. July 13th for having to work out of our jurisdiction in Local 43.

Signed  AGGRIEVED EMPLOYEE

Signed  UNION REPRESENTATIVE

Company's Reply to Grievance

Signed _____
COMPANY REPRESENTATIVE DATE

Is Decision Satisfactory? Yes No

Has Case Been Appealed? Yes No

Signed _____
UNION REPRESENTATIVE DATE

Union's Reply

Signed _____
UNION REPRESENTATIVE DATE

Company's Reply

Signed _____
COMPANY REPRESENTATIVE DATE

Is Decision Satisfactory? Yes No

Has Case Been Appealed? Yes No

Signed _____
UNION REPRESENTATIVE DATE

Union's Reply

Signed _____
UNION REPRESENTATIVE DATE

Company's Reply

Signed _____
COMPANY REPRESENTATIVE DATE

Is Decision Satisfactory? Yes No

Signed _____
UNION REPRESENTATIVE DATE

Case Appealed By: Union

Company

Date _____