



Ground Heater Arbitration Decision

The text to a decision rendered by an arbitrator, stating that the Building Agreement with Operating Engineers Local 150 DOES NOT require the assignment of an operator to Ground Heaters:

This language is permissive in that it does not require that Local 150 members must operate Ground Heaters. Instead, the Contract indicates that *when* Bargaining Unit members are assigned to service and maintain Mechanical Heaters, certain requirements must be met. However, the contact does not mandate that Local 150 members *must* be employed to operate Ground Heaters.

The assignment to man Ground Heaters is at the reasonable discretion of the Company based on the individual circumstances of the situation. If the Company does assign employees to operate the Ground Heaters, then certain requirements are set forth in the Contract. In these cases, the company made the determination that it was unnecessary to assign Local 150 members to the operation of the Ground Heaters. This determination is consistent with the language of the Contract. It is also consistent with the evidence showing that it is clear that the Ground Heaters at issue required little, if any, ongoing servicing during operations.