

LOS PADRES DIVISION  
LOCAL INVESTIGATING COMMITTEE  
GRIEVANCE NO. MT LOS 56-18-88-125-20

WJS  
BK  
DMH  
MH  
LS

FF # 4375  
(PRC 1348)

MEMBERS

Union:

Joe Janowicz, Shop Steward  
Mike Haentjens, Business Rep

Company:

Bill Seagrave, Garage Foreman  
Dave Olson, Human Resources Mgr

The members of the Local Investigating Committee met on October 10, 1990, and January 31, 1991, to discuss the subject grievance.

SUBJECT OF GRIEVANCE

This grievance concerns the elimination of the Parts Clerk and Garageman at the San Luis Obispo yard.

FACTS OF THE CASE

1. Grievance MT LOS 56-18-88-125-20 is before the Local Investigating Committee as a result of referral from the 88-104 Committee, as indicated in their letter dated June 13, 1990. (A copy of the 88-104 Committee instructions is attached.)
2. Union asked if A-1 inspections are being contracted out. Seagrave replied that about 10 inspection have been performed in conjunction with smog inspections where they are offered at an extremely low cost. He indicated that he felt these were not significant and that all routine inspections are performed by garage employees.
3. The union questioned the use of contract personnel to input data to the garage fleet management system. Company replied that agency personnel were utilized in all three division garages to make initial data input necessary for start-up of the new system. Due to a change in the system, much of inventory data must be input again and this work is being performed by a temporary additional employee on a part-time basis.
4. Company noted that the introduction of the TEAMS computer application in 1990 substantially increased the clerical workload in the garage. This became apparent mid-year when initial data entry was completed and the demand for input was not reduced. The company stated that "downsizing" decisions were made two years prior to the development of the TEAMS system.

5. Union inquired about the use of a vendor to restock parts in the SLO parts room. Seagrave indicated that some of this has always been done here, pointing out the maintenance of belts prior to elimination of the Parts Clerk job. Further, he indicated that some of this had continued but was now eliminated. Parts are ordered by phone and handled by the Subforeman on an overnight delivery basis.
6. Company stated that parts work in the San Luis Obispo Garage had been reduced to a great extent since the Parts Clerk position was deleted. Inventory of parts has been reduced \$80,000 - \$90,000 in late 1988 to the present level of approximately \$5,000.
7. The committee reviewed the contract work discussed in the initial LIC. All were found to not be normally performed by garage personnel and that skill and equipment was not available to perform them.

(The committee recessed to obtain further information and was reconvened on January 31, 1991.)

8. Information on clerical work performed in the garage after 1988 was previously requested by the union. The following information was provided:

1989 --	1 - 2 hrs per day	-- Ut1 Clk
1990 --	Jan to May	-- Ut1 Clk
	July to Dec	-- Ut1 Clk

9. The union asked if Parts Clerks are assigned to other regional garages. An immediate phone call indicated that Parts Clerks are still present in Santa Cruz, Edenvale, and Cinnibar garages. All garages are utilizing additional clerical support.

DISPOSITION

No evidence of contracting of work normally performed by the San Luis Obispo Transportation Department was identified by the committee. On this basis, the grievance is closed without adjustment.

Joe Janowicz, Shop Steward

7/17/91  
Date

Bill Seagrave, Garage Foreman 7-19-91  
Date

Mike Haentjens, Business Rep

7-17-91  
Date

Dave Olson, HR Manager  
Date

Decision

The Committee noted the specific nature of this project and agreed that had the Fresno Materials Department known Letter Agreement 88-104 was imminent, they would in all likelihood either not hire the temporary additional employees at all, or hire them through an agency while remaining in compliance with Review Committee Decision No. 1637. The Committee has earlier agreed that temporary additional employees are not excluded under Letter Agreement 88-104. However, given the circumstances present in this specific case, the Committee is in agreement that the grievance is closed without adjustment.

Los Padres Division Grievance No. MT-LOS-56-18-88-125-20 (P-RC 1348)

Facts of the Case

In November of 1988, the San Luis Obispo Garage invoked Title 206 with a Parts Clerk and Garageman. The Union complained in its grievance that the department was contracting work while reducing the work force in violation of Letter Agreement 88-104. The work being contracted included tire changing, fixing flats, balancing, turning brake drums, wheel alignments, paint jobs, and some engine overhauls. According to the Company, much of the work has been historically contracted because the garage does not have equipment available to accomplish the work.

Decision

Letter Agreement 88-104 is applicable to the contracting of work "normally performed" by the bargaining unit. The agreement does not apply to work which cannot be performed due to a lack of knowledge, skill, equipment, or tools. In this grievance, it is unclear whether this is the case with the work being contracted. Therefore, the Local Investigating Committee is directed to determine whether the contracted work is work that is normally performed by Garage Department employees, and whether it is work the Garage employees are capable of performing. If that answer is affirmative, the Garage Department will be required to cease that contracting and/or fill the appropriate number of positions to perform the work previously contracted. This Committee retains jurisdiction in the event the Local Investigating Committee is unable to resolve the grievance.

Mission Division Grievance No: EB-MI-36-92-88-73-17 (P-RC 1349)

Facts of the Case

In 1988, the Livermore Gas T&D Department had a practice of working all employees who signed up for prearranged overtime on a ten-hour work schedule. During the week of September 19, 1988, one of the crews signed up for the overtime schedule. However, the Crew Foreman was unavailable for work on one of the evenings during the week. As a result, the overtime was cancelled for the week for that crew. The record is unclear why the entire week's overtime was cancelled instead of just the day the Crew Foreman was unavailable. During the week in question, there were a number of contract jobs in progress, and three General Construction Gas crews were working out of the Livermore Service Center. The contract jobs were established contracts that were not awarded the week of September 19.