

MEMORANDUM OF DISPOSITION

Steam Generation Grievance No. CON-94-24
Fact Finding Committee No. 5958-94-407
Pre-Review Committee File No. 1935

CASE CLOSED
FILED & LOGGED

SUBJECT:

The above referenced grievance was referred to the Review Committee as part of RC File No. 1765. The Review Committee established an Ad Hoc Committee to settle these cases at the Fact Finding level. The issue is the intent of contracting under Letter Agreement 88-104 as it applies to Steam Generation maintenance overhauls.

DISCUSSION:

The Fact Finding Committee consisting of Ken Ball, Sr. Business Representative and Carol Pound, Sr. Labor Relations Representative met on several occasions to discuss the facts of the RC 1765 cases. This case includes 38 separate contracts that were let between December 1992 and December 1993 in the maintenance departments at Contra Costa Power Plant. During the course of the contracts, the plant was below the Letter Agreement 88-104 floor number in both the Mechanical and Technical Maintenance Departments.

Five of the contracts in this case are related to a planned maintenance overhaul. The Committee noted that the Review Committee previously agreed that bargaining unit work associated with planned maintenance overhauls has historically been contracted out.

Seven of the contracts are related to warranty work or work which appears to be the responsibility of the manufacturer, (Orbisphere Lab; Orion Research; Paco Pumps; Far West Engineering; Quest Media; and Bentley Nevada). Company opined that the cost of and responsibility for the work should have been borne by the contractor/manufacturer, and therefore is not work normally performed by the bargaining unit.

Four of the contracts by Far West Engineering and M.D. Pneumatics were let because the plant is not a qualified facility for hydrogen blower repair work, and to do the work on site would create considerable safety risks. Therefore, this work has been historically contracted out. The Committee noted that P-RC 1282 addresses contracting due to a lack of in-house specialized equipment.

Contracts with Bay Cities Security and Fire and Hazco did not involve any labor as part of the contract.

Four contracts including General Grinding (repair and return spray weld and machine shaft); Pro Shops (Repair #5 screen wash pump); Tri-Tool Services (Repair mini pipe beveler); and Voegtly & White (Repair and return 3 IR diaphragm sump pumps) appear to involve work normally performed by bargaining unit employees that was contracted out while no overhaul was in progress.

DECISION:

The Committee agreed that for the contracting related to maintenance overhauls, there was no violation of Letter Agreement 88-104. It has been established that the Company has the right to continue to contract out such work during the course of an overhaul without violating the provisions of 88-104.

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The Committee also agreed that the contracts involving warranty work and hydrogen blower repair work were valid contracts according to previous decisions by the Pre-Review Committee, and therefore do not violate the provisions of Letter Agreement 88-104.

In the four contracts involving non-overhaul work normally performed by the bargaining unit (General Grinding, Pro Shops, Tri-Tool, Voegtly & White), there is insufficient information to determine whether a liability exists. Therefore, the Committee remands these issues back to the LIC to determine if all efforts were made to use qualified Company resources, including optimum use of voluntary overtime and consideration of General Construction personnel in accordance with 207.2(a) of the Agreement. If a liability is determined, the LIC shall settle in accordance with Pre-Review Committee case 1515, and the P-RC cases associated with Arbitration 199, P-RC 1578 and P-RC 1934.

For the remaining contracts in this case, due to the age of the case and the absence of specific facts on whether or not this contracting is historical or the work was normally performed by the bargaining unit, the Committee agreed to settle these without adjustment and without prejudice to the position of either party. The Union reserves the right to challenge similar cases of contracting where more information is provided.

SIGNATURES:



Carol Pound, FOR COMPANY

Concur/Dissent 10-17-96
DATE



Ken Ball, FOR UNION

Concur/Dissent 10-22-96
DATE