

INTERNATIONAL UNION OF OPERATING ENGINEERS

Craft-Maintenance Division State of California Unit 12
Locals 3, 39 & 501, AFL-CIO

IUOE Unit 12 Local 39 Wins an Important Arbitration Decision that Protects Your Work- December 05, 2017

Are your supervisors performing bargaining unit work? They shouldn't be. Not even if their State Personnel Board job specification seems to indicate otherwise. For example, the Supervising Groundskeeper II (Correctional Facility) job spec says "makes minor repairs and adjustments to sprinkler systems." But they can't do that. Why? Because the MOU (contract) trumps that language. Section 18.3 of the Bargaining Unit 12 MOU makes it clear that work "regularly performed" by our members "will not normally be assigned to non-bargaining unit personnel." This language was reinforced by the well-known Collins decision, which removed BU12 work from Correctional Officers.

An arbitration decision we received in late November clarifies that this principle doesn't just apply to officers in BU6, it also applies to supervisors. As a general rule, if our members do the work, **only our** members do the work, with rare exceptions for emergency or "de minimis" (minor, minimal) tasks. The arbitrator in this Avenal case relied heavily on the Collins decision, and he used the phrase "passive supervision" to describe what supervisors **are** allowed to do. Supervisors are allowed to passively supervise inmate workers as they work, but they cannot hand them tools or give them direction because the supervision of inmate workers performing BU12 related work is itself work that belongs to our members. Supervisors supervise bargaining unit employees; bargaining unit employees supervise inmate workers.

The arbitrator ruled that when the Supervising Groundskeeper at Avenal Prison trimmed trees, or directed inmates in tree trimming work, he violated the contract. When he just stood there watching the inmates, he did not violate the contract.

John Veen
Local 39 Business Representative