UNITED STATES OF AMERICA FEDERAL LABOR RELATIONS AUTHORITY OFFICE OF ADMINISTRATIVE LAW JUDGES WASHINGTON, D.C. 20424

AIR FORCE MILITARY TRAINING CENTER, LACKLAND AIR FORCE BASE, TEXAS Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 1367 Charging Party Case No. 6-CA-10385

Major Robert L. Woods Mr. Gregorio Flores For the Respondent Joseph T. Merli, Esquire For the General Counsel Mr. Benito Garcia For the Charging Party Before: WILLIAM B. DEVANEY Administrative Law Judge

DECISION

Statement of the Case

This proceeding, under the Federal Services Labor - Management Relations Statute, Chapter 71 of Title 5 of the United States Code, 5 U.S.C. 7101, et seq. 1 and the Rules and Regulations issued thereunder, 5 C.F.R. 2423.1, et seq., concerns Respondent's unilateral transfer of water softening equipment work from its Heating Systems Shop (hereinafter "Heat Shop") to its Water and Waste Water Shop (hereinafter "Water and Waste Shop") without negotiating, as requested, with the Union on the impact and implementation of the change. Respondent asserts that there was no obligation to bargain because: (a) while there was a change of working conditions, there was no change of conditions of employment, or (b) if there were a change of conditions of employment, the impact on bargaining unit members was, at most, de minimis. For reasons fully set forth hereinafter, I find that Respondent changed conditions of employment; that the impact was more than de minimis; and that Respondent violated 16(a)(5) and (1) of the Statute.

This case was initiated by a charge filed on January 28, 1991 (G.C. Exh. 1(a)). The Complaint and Notice of Hearing issued on September 30, 1991 (G.C. Exh. 1(c)), and pursuant thereto a hearing was duly held on December 10, 1991, in San Antonio, Texas, before the undersigned. All parties were (-SOUTH-)ed at the hearing, were afforded full opportunity to be heard, to introduce evidence bearing on the issues involved, and were afforded the opportunity to present oral argument which each party waived. At the conclusion of the hearing, January 10, 1992, was fixed as the date for filing post-hearing briefs, which time was subsequently extended by order dated January 6, 1992, on motion of the Respondent, to which the other parties did not object, for good cause shown, to February 10, 1992. Respondent and General Counsel each timely mailed an excellent brief, received on, or before, February 11, 1992, which have been carefully considered. Upon the basis of the entire record. 2 I make the following findings and conclusions:

FINDINGS

1. The American Federation of Government Employees, AFL - CIO, Local 1367 (hereinafter, "Union") is the exclusive representative for a unit of appropriated fund civilian employees appropriate for collective bargaining at the Air Force Military Training Center, Lackland Air Force Base, Texas (hereinafter, "Respondent")(G.C. Exh. 1(c) and (d)).

2. Respondent's properties and facilities are maintained by its 3700 Civilian Engineering Squadron (hereinafter,"CES"). The CES has been in existence for approximately two years and is composed of a number of shops, including the Heat Shop and the Water and Waste Shop (Tr. 15, 40, 64). Prior to this, Respondent's properties and facilities were maintained by the San Antonio Real Property Maintenance Agency (hereinafter "SARPMA"). SARPMA was a centralized Civil Engineering Agency which maintained all of the various DoD facilities throughout San Antonio, including Respondent's, as well as DoD Reserve facilities throughout South Texas. SARPMA was an industrially funded organization which had the unique

authority to hire based upon its fluctuating work load without being subject to normal manning requirements and hiring freezes. SARPMA was disestablished in 1989-1990 and fragmented into smaller units located at the various military installations throughout San Antonio. SARPMA employees then became employees of these new units without, for the most part, any loss of grade or pay. When SARPMA was disbanded, the CES was reactivated and assumed responsibility for maintaining Respondent's properties and facilities.

3. Under SARPMA, water softener service and maintenance had been performed by the Heat Shop because most of the softeners were co-located with boilers, as the water has to be softened before entering the boiler to prevent the build-up of scale in boiler tubes (Tr. 40), and, of course, maintenance of boilers is the primary function of the Heat Shop. This practice continued after the transition from SARPMA to CES until it was noticed by the Manpower Management Unit, which audits CES, as well as all other units assigned to Respondent, to insure compliance with manning authorizations, in the late summer of 1990. Manpower suggested that, in accordance with their standards, this work more appropriately belonged in the Water and Waste Shop (Tr. 108-113). Accordingly, in October 1990, Respondent informed the employees in the Water and Waste Shop that they would take over the servicing and maintenance of the water softeners (G.C. Exhs. 1(c) and (d), Par. 13; Tr. 15, 64-65).

4. Maintenance and service of the water softening equipment involves several different jobs. One service operation requires the daily testing of a sample of water at each softener to determine the degree of softness of the water. This is done by completing a water analysis using a simple test kit. This test takes only 3-4 minutes to complete (Tr. 41, 42, 46).

Another service operation is the regeneration of each softener, an operation which must be performed every 3-4 days. This involves backwashing the softener and takes an hour and a half to two hours (Tr. 45-46); however, while the softeners are being backwashed the employee can do other work in the vicinity (Tr. 52). The manual regeneration process has been, and is, in the process of being automated and at the time of the hearing about 75% had been automated with the remainder to be converted by the end of fiscal year 1993 (Tr. 113).

A further service operation is the addition of salt to the brine tanks of each softener. Each brine tank has a lid at the top which is about five feet from the floor (Tr. 47). Salt comes in 80 lb. bags and must be lifted to the top of the tank and dumped into the tank. On an average day, an employee servicing the water softeners lifts and dumps from 20 to 30 bags, however, the number may, on occasion, be as high as 40 (Tr. 46, 47, 68).

The 80 lb. bags of salt are picked up at the Civil Engineering Compound where they are stored in bulk. The bags are loaded onto a truck and taken to the location of each water softener where they are unloaded and hand carried, at places as far as 60 feet, and stacked on a pallet near the softener. 3 Employees perform this replenishing operation at least twice a week, sometimes for two days at a time (Tr. 83, 84).

A similar procedure involves checking the zeolite level in the filters and, when necessary, adding zeolite to the tank. This is a two man operation, with one man handing the bag of zeolite to the other who pours it into the man hole (Tr. 49).

In addition to the various servicing functions there is scheduled annual maintenance, performed on a programmed schedule and carried out twice a week (Tr. 49, 50).

5. In October, 1990, as noted above, Respondent informed the employees of the Water and Waste Shop that they would take over the servicing and maintenance of the water softening equipment. Mr. Harold Heiman, an employee of Water and Waste, first was trained by accompanying Heat Shop employees as they serviced and performed scheduled maintenance on the water softeners and then he trained the other employees of the Water and Waste Shop (Tr. 69). Despite some ambiguity 4 since the date is not in issue, it is assumed that the date of

implementation was on, or about, December 10, 1990, as Respondent stated in its memorandum of January 10, 1991, to Mr. Benito Garcia (G.C. Exh. 4). The Union soon learned of the change and, by memorandum dated January 3, 1991, addressed to Colonel Bryan, Commander of CES, asked that Respondent revert to the status quo ante, "...until such time as Local 1367 has had an opportunity to consult and or negotiate the impact and implementation of this change." (G.C. Exh. 3). The Union in its letter raised some of its concerns about the change including: accuracy of position descriptions, promotion potential, training and safety hazards caused by lifting and handling the 80 pound salt bags.

6. Respondent replied by memorandum dated January 10, 1991 (G.C. Exh. 4), in which it conceded the change, implemented in mid - December, 1990, but asserting there had been no, changes to working conditions ... as a result of changes in water testing duties...."; that it saw no negotiable impact on employees; that the elimination and addition of these duties had no impact on promotion opportunities; that training of two Water and Waste employees had taken place and these employees would train the eight other employees in the unit; that position descriptions will reflect permissible lifting requirements; and that appropriate position descriptions will be changed as necessary. Respondent concluded its memorandum with the statement,

"5. Although we do not agree that negotiable changes have resulted from changes in duties ... we are willing to meet our obligations if you can specifically identify them and can submit specific written proposals regarding them within 10 calendar days after receipt of this letter." (G.C. Exh. 4).

7. At the time the duties associated with servicing and maintaining the water softeners were transferred to the Water and Waste Shop, it had eleven employees including a foreman (Tr. 134, 136). 5 Sometime after the transfer, a manpower study found that Water and Waste was authorized only seven employees (Tr. 126) and, accordingly, four employees were laid off in a RIF (Tr. 135).

Mr. John Patterson, foreman of the Water and Waste Shop (Tr. 132) testified that the transfer of water softener work did not change the grade structure of any of his employees (Tr. 136); that their position descriptions required no change because their duties already specified water treatment and water softeners are a type of water treatment (Tr. 137); and that lifting and handling salt bags reflected no change in lifting requirements because they already regularly handle chlorine cylinders (Tr. 118-120, 121, 139), which weigh in excess of 250 pounds (Tr. 139), and sodium fluoride containers, which weigh 125 pounds (Tr. 139).

8. The number of employees in the Heat Shop was not changed as a result of the transfer of the water softener work (Tr. 116) as water softener work represented less than one percent of the work of the Heat Shop which, inter alia, services some 1500 to 2000 heat sources (Tr. 114) as well as trouble shooting, installing, and maintaining a broad array of other machinery and equipment (G.C. Exh. 2).

9. The primary effect of automation has been, and will be, that employees will not have to open and close valves manually in order to regenerate the water softeners (Tr. 130); but salt and zeolite must still be added; gauges checked to make certain they are working and either calibrate them or replace them if they are not; water must be tested daily to determine degree of softness; and annual maintenance performed (Tr. 123, 124, 128, 129, 130, 145).

CONCLUSIONS

Respondent has advanced an innovative contention but one which has no application to this case. It certainly is true that the work of servicing and maintaining the water softeners did not change and under different circumstances Respondent might be correct, e.g., if employees in job A, in a reduction in force through application of RIF procedures, moved to job B, their jobs (working conditions) would change but the agency would have made no change whatever in conditions of employment of job B. In any event, that is not what

happened here. In this case, as Respondent readily admits (Respondent's Brief pp. 4-5), it took from the Heat Shop those duties associated with servicing and maintaining the water softeners and transferred those duties to the Water and Waste Shop, and it did not notify the Union of this action. Obviously, Respondent by its action changed conditions of employment in the Heat Shop by removing work it had long performed and changed conditions of employment in the Water and Waste Shop by adding new work. When management changes conditions of employment, absent a clear and unmistakable waiver, it gives rise to an obligation to bargain before those changes are implemented. National Weather Service Employees Organization, 37 FLRA 392, 395 (1990). Of course, where, as here, the decision to change a condition of employment constitutes an exercise of a management right under 6 of the Statute, the agency is obligated only to bargain over the impact and implementation of the decision. National Weather Service Employees Organization, supra; Department of Health and Human Services, Social Security Administration, Baltimore, Maryland and Social Security Administration, Jamestown, New York District Office, Jamestown, New York, 34 FLRA 765, 770 (1990). However, an agency is not obligated to bargain over the impact and implementation of a decision to change conditions of employment if the effect of the change on working conditions is de minimis, National Weather Service Employees Organization, supra, 37 FLRA at 396, Department of Health and Human Services, Social Security Administration, 24 FLRA 403, 407-409 (1986).

Although removal of duties changes conditions of employment and gives rise to an obligation to bargain, United States Department of Defense, Department of the Army, Headquarters, Fort Sam Houston, Texas, 8 FLRA 623, 625, 628-639 (1982), the record does not show that the removal of water softener duties from the Heat Shop had more than a de minimis effect on the employees of the Heat Shop. Thus, there were no lay offs (Tr. 55), no loss of overtime (Tr. 55), no loss of promotional opportunity, no change of performance standards and no change in grades (Tr. 56, 116-117). Indeed, that water testing was not grade controlling was shown by: (a) the simplicity of the test procedure (Tr. 138), and, (b) the fact that it was transferred to lower graded employees (Tr. 20, 143). Mr. Leo Marshall's testimony that water softener work had constituted less than one percent of the work of the Heat Shop was not refuted. While Mr. Benito Garcia, President of the Union, testified that the Union was concerned that if "all these duties" were lost in the Heat Shop they (management) could afford to have a reduction in force (Tr. 20) and Mr. Velasquez testified that taking away the water softeners and they (management) are also installing chemical pumps which will replace Heat Shop employees' duty to add chemicals in boilers, he was concerned, "Then what is going to happen to justify our WG-10 grade"? (Tr. 51), these inchoate fears do not constitute, even with the perception of hindsight, reasonably foreseeable impact on the conditions of employment of Heat Shop employees. Consequently, because of the scant attention directed to Heat Shop employees, the record fails to establish that the transfer of the water softener work from them had more than a de minimis effect on them.

But as to the Water and Waste Shop employees, contrary to Respondent's assertions (Respondent's Brief, pp. 10-11), the effect on their conditions of employment was obvious, immediate and substantial. This was work the Water and Waste Shop had never performed; it required that they be trained; initially two of Water and Waste's eleven employees devoted full time to the performance of water softener work (Tr. 65, 66, 137-138) and all employees in Water and Waste have been trained to do the work (Tr. 138); currently, the Water and Waste Shop has seven employees, including the Foreman, of whom five are WG-9 water plant operators and one is a WG-8 maintenance man (Tr. 146, 147), and one WG-9, designated "water softener operator" (Tr. 147), on the day shift regularly does water softener work full time and when salt is to be hauled to the various locations where it is stored close to the softeners, either the day shift operator or the Foreman, Mr. Patterson, will assist (Tr. 147). With one WG-9 operator on each of three shifts and one WG-9 on the day shift as water softener operator (the fifth WG-9 serving as relief for those on leave, etc. (Tr. 134, 146), water softener work regularly constitutes more than 20% of the work of the Water and Waste Shop, with one employee full time and one other regularly part time. Clearly, introduction of new duties for Water and Waste employees, which make up more than 20% of the work of that Shop, made a very substantial change in the duties of the Water and Waste Shop employees. Moreover, all employees had to be trained to perform the water softener work because with quarterly shift rotation (Tr. 134), various employees will be required to serve as water softener

operators.

Moreover, as noted, this was new work which the Water and Waste Shop had never performed and it simply is no answer, as Respondent has asserted (Respondent's Brief, p.8), that they, "...had always worked with equipment that processed water...". Even if the same employees perform the same work, the employer's introduction of new equipment may give rise to an obligation to bargain over changes in conditions of employment resulting from the new equipment. U.S. Department of Defense, Department of the Air Force, Air Force Logistics Center, Tinker Air Force Base, Oklahoma, 25 FLRA 914, 917 (1987) (degreaser for engine parts). Here, Respondent radically changed the duties of the Water and Waste Shop employees. First, as noted above, new duties were introduced for which they had to be trained. Second, the new duties required the daily handling of 20 to 30, sometimes as many as 40, bags of salt each weighing 80 pounds. This meant carrying the bags to the water softeners, raising the bags about head high and dumping them into the brine tanks of the softener. Periodically, at least twice a week (Tr. 83, 84), the supply of salt stored near each softener must be replenished. In short, from 1600 pounds to 2400 pounds of salt per day must be poured into brine tanks and about two to three tons of salt moved from the Civil Engineering Compound and palletized near each water softener each week. Nor is it an answer, as Respondent asserts (Respondent's Brief p. 8), that they already had to lift heavy objects, specifically, here, the handling of chlorine cylinders, which weigh in excess of 250 pounds, and sodium fluoride containers, which weigh 125 pounds, since the chlorine and sodium fluoride cylinders are rolled, not picked up from the floor (Tr. 148), whereas, the salt bags and, to a much less frequent extent, bags of zeolite, must be lifted, carried, and manually hoisted to the top of appropriate tanks of the water softeners. Lifting on the scale required was a very different task than the employees of the Water and Waste Shop had ever performed and the lifting involved a health hazard which Heat Shop employees had encountered (Tr. 57) and which Water and Waste Shop also soon encountered (Tr. 82). Respondent recognized the health problem by ordering back braces for the Water and Waste Shop employees shortly after the transfer of the water softener work (Tr. 90, 149). Accordingly the Union was wholly correct in its concern about safety hazards caused by lifting and handling the 80 pound salt bags.

Mr. Velasquez testified that water softener duties had been a critical element on his performance appraisal as a boiler operator (Tr. 56) and, since this work will constitute about 20% of the work of the Water and Waste Shop, it must be assumed that this will be a critical element of the performance appraisal of Water and Waste Shop employees. Certainly, the Union was wholly correct in its concern about the accuracy of position descriptions following transfer of the water softener work.

Finally, Respondent admitted that all Water and Waste employees had to be trained which, actually, concedes the Union's concern and interest in the training of these employees. Again, it is no answer, as Respondent asserted in its reply of January 10, 1991, to the Union's request to negotiate (G.C. Exh. 4), that it had already trained two employees and these two will train the eight other employees in the unit.

Because Respondent changed the conditions of employment of the Water and Waste Shop employees, the Union was entitled to negotiate the impact and implementation, including training, before the change of conditions of employment were implemented. The impact of the change on conditions of employment was very substantial and affected all employees in the Water and Waste Shop. Respondent's assertion that the changes of conditions of employment were, at most, de minimis, is wholly contrary to the record and is rejected. Accordingly, Respondent violated 16(a)(5) and (1) of the Statute by unilaterally transferring the work of maintaining and servicing water softeners from the Heat Shop to the Water and Waste Shop without providing the Union with prior notice and an opportunity to negotiate over the impact and implementation of the changes in conditions of employment.

General Counsel requests a status quo ante remedy. I have considered carefully the Authority's comments in Federal Correctional Institution, 8 FLRA 604, 606 (1982), and conclude that such a remedy would not be appropriate in this case. I agree with General Counsel that the record shows no reason that a status quo ante

remedy would disrupt or impair Respondent's operations. But this is only one factor to be considered. Another, and the most important as concerns this case, is,

"(4) the nature and extent of the impact experienced by adversely affected employees; "(id, 606).

The record shows that the Water and Waste Shop was over-staffed when the transfer was made, so much so that four employees were laid off sometime after the transfer; and that, with one WG-9 working full time as water softener operator, it would be over-staffed by at least one employee if the water softener work were taken from the Water and Waste Shop, as it necessarily would be if a status quo ante order were granted. Respondent would be hard-pressed to justify retaining the services of a "water softener operator" in the Shop if it had no water softener work. Thus, a status quo ante order would place in jeopardy the job security of at least one employee in Water and Waste.

The transfer of work to Water and Waste gave that Shop much needed work. Initially, it provided full time employment for two employees and continues to provide full time employment for one employee and part time employment to one, or more, employees in the Shop. The adverse impact of Respondent's unilateral action was that the Union had no opportunity to bargain over safety concerns, training, and job descriptions. These were, and are, important considerations; but they are matters which may be bargained about now with no impairment to the Union's objectives. Weighing the possible employment loss from a status quo ante remedy against the nature and slight adverse impact on them from Respondent's refusal to negotiate before implementing the change rather than after implementation, I can not find that a status quo ante remedy is appropriate in this case.

Having found that Respondent violated 16(a)(5) and (1) of the Statute, it is recommended that the Authority adopt the following:

ORDER

Pursuant to 2423.29 of the Rules and Regulations, 5 C.F.R. 2423.29, and 18 of the Statute, 5 U.S.C. 7118, the Authority hereby orders that the Air Force Military Training Center, Lackland Air Force Base, Texas, shall:

1. Cease and desist from:

(a) Unilaterally changing conditions of employment of bargaining unit employees by transferring work from its Heat Shop to its Water and Waste Shop without first notifying the American Federation of Government Employees, AFL - CIO, Local 1367, the exclusive representative of its employees, and affording it an opportunity to negotiate on the procedures to be observed and appropriate arrangements for employees who have been, or may be, adversely affected by the implementation of any such changes.

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of their rights assured by the Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Upon request, bargain in good faith with the American Federation of Government Employees, AFL - CIO, Local 1367, concerning the procedures to be observed and appropriate arrangements for employees who have been, or may be, adversely affected by the implementation of changes in their conditions of employment as the result of the transfer of the duties associated with the servicing and maintenance of water softeners from its Heat Shop to its Water and Waste Shop.

(b) Bargaining, if requested as provided in Paragraph (a), above, shall proceed as if no transfer of duties from

the Heat Shop to the Water and Waste Shop had occurred and Respondent shall not refuse to bargain in good faith on any negotiable demand of the Union on the ground that its objective had already been attained, e.g., that it has already trained employees; or that it has already changed job descriptions; etc.

(c) Post at its facilities at the Air Force Military Training Center, Lackland Air Force Base, Texas, copies of the attached Notice to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Commanding Officer of the Training Center and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to section 2423.30 of the Rules and Regulations, 5 C.F.R. 2423.30, notify the Regional Director, Dallas Region, Federal Labor Relations Authority, 525 Griffin Street, Suite 926, Dallas, Texas 75202, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

WILLIAM B. DEVANEY

Administrative Law Judge

Dated: October 19, 1992 Washington, DC

NOTICE TO ALL EMPLOYEES AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY AND TO EFFECTUATE THE POLICIES OF THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT unilaterally change conditions of employment of bargaining unit employees by transferring work from our Heat Shop to our Water and Waste Shop without first notifying the American Federation of Government Employees, AFL - CIO, Local 1367 (hereinafter, "Local 1367"), the exclusive representative of our employees, and affording it an opportunity to negotiate the procedures to be observed and appropriate arrangements for employees who have been, or may be, adversely affected by the implementation of any such change.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights assured them by the Federal Service Labor - Management Relations Statute.

WE WILL, upon request, bargain with Local 1367 concerning the impact and implementation of a change in conditions of employment as the result of our transfer of the duties associated with the servicing and maintenance of water softener from our Heat Shop to our Water and Waste Shop.

WE WILL BARGAIN, if requested, as if no transfer of duties from the Heat Shop to the Water and Waste Shop had occurred and WE WILL NOT refuse to bargain in good faith on any negotiable demand of Local 1367 on the ground that its objective had already been attained, e.g., that Respondent had already trained employees; or that Respondent had already changed job descriptions; etc.

_____ (Activity)

Dated: _____ By: _____ (Signature) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material.

If employees have any questions concerning this Notice or compliance with any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Dallas Region, whose address is: 525 Griffin Street, Suite 926, Dallas, Texas 75202, and whose telephone number is: (214) 767-4996.

FOOTNOTES

Footnote 1 For convenience of reference, sections of the Statute hereinafter are, also, referred to without inclusion of the initial "71" of the statutory reference, e.g., section 7116(a)(5) will be referred to, simply, as, "16(a)(5)".

Footnote 2 On my motion, I hereby correct an obvious error in the transcript. On page 2, page 5 and thereafter throughout the transcript where ever it appears, the name: "Joseph T. Marley", or "Mr. Marley", is hereby corrected to read, "Joseph T. Merli" or, "Mr. Merli".

Footnote 3 At most locations (boilers) there are three or more water softeners so that one or two can be taken "off line" and regenerated while the remaining softener(s) treat the water. In the same manner, a softener can be taken "off line" for maintenance or repair (Tr. 43).

Footnote 4 The actual time of these events is somewhat uncertain. The Complaint alleged implementation of the shift of duties in October, 1990 (G.C. Exh. 1(c), Paragraph 14) which Respondent admitted (G.C. Exh. 1(d)). Mr. Lupe Griego credibly testified, as noted, that Mr. Heiman was first trained by Heat Shop employees and that he then trained other employees in Water and Waste; but Respondent stated in its memorandum of January 10, 1991, that, "3. ...in mid Dec 90, water testing duties were taken from ... the Heating Shop and assigned to ... employees in the Water and Waste Water Unit....", and further, as to training, "4. ...training of two employees in the Water and Waste Unit took place between 10 and 19 Dec 90. These employees in turn will train eight other employees in the unit...." (G.C. Exh. 4). But Mr. Jose Velasquez, a boiler operator in the Heat Shop (Tr. 39) who, prior to October, 1990, did water softener work (Tr. 40), testified that the work was taken from the Heat Shop in about October, 1990 (Tr. 50, 51).

Footnote 5 Because the sewage plant operation had been contracted out, the Water and Waste Shop had an excess of four employees (Tr. 135).