

The Grievant was initially employed by the Company in February, 2008, as a Mechanic Apprentice. He was promoted through the ranks over the next few years to the rank of 1st Class Mechanic, the position he held at the time of the incidents in question. The responsibilities of a 1st Class Mechanic are set forth in the parties' collective bargaining agreement:

First Class Shop Mechanic: Those who, in the opinion of the Company are highly skilled and experienced in the shop maintenance, repair and rebuilding of all types of construction equipment or who are specialized in the shop maintenance, repair and rebuilding of one of the more complicated types of contractors equipment and who do not need immediate supervision for the successful performance of their duties. Article VI, Working Conditions, Joint Exhibit 1.

The Grievant was employed at all times relevant to this dispute at the Company's facility (shop) in Amberly, Pennsylvania.

In late July, 2013, the Grievant was served with three warning notices (one verbal and two written) which were issued by the Service Manager of the Amberly facility (Taylor).¹ It is undisputed that these warnings were issued to the Grievant and that they constitute uncontested prior discipline in the Grievant's record.

It is noted that all three of these warning notices were issued on the same day, July 29, 2013, and that the first infraction occurred as the result of work which the Grievant had allegedly completed ten months before. There was no evidence presented that any subsequent training, retraining, or closer supervision was provided to the Grievant as a result of any of these warnings.

The Valley Green School District delivered one of its school buses to the Amberly facility on May 29, 2013, because one of the district's mechanics discovered coolant in the oil. The customer requested the Company "troubleshoot the engine." The problem was diagnosed as "Cavitation erosion in #1 cylinder and oil cooler leaking." In order to correct this problem, the engine had to be removed and shipped to Westville to have the defective cylinder machined.

The Work in Process Detail reveals the work order was opened on May 29 and was "promised" for June 12, 2013. The document also evidences the Grievant spent a total of 53 hours working on the bus between Wednesday, May 29 and Tuesday, June 18, 2013. There is a break in the work record between Friday, June 7 and Friday, June 14, presumably for the period in which the bus' engine was shipped to Westville to have the #1 cylinder remachined. Company Exhibit 15. No evidence was presented that Grievant performed any work on this bus after June 18, 2013. At some point thereafter, the bus was returned to the school district.

On or about July 16, the school district complained it was again having problems with the bus. The Company dispatched a technician to respond who reported he found the following problems: "trans wiring harness is run under drive shaft not over, heater hose,"

Technician #8734 charged 4 hours of work on the bus on May 30. Taylor speculated on direct examination that this may have been to assist the Grievant in removing the engine.

"...routing, inspection cover for flywheel missing, blow by with oil dripping, codes, did not change fuel and air filter, stop engine light is lit but real dim may be a grounding problem." Company Exhibit 11. The bus was towed back to the Company's facility where the supplemental repairs were performed at Company expense by a technician other than the Grievant. Following completion of these repairs, the bus was returned to the customer in August. The Grievant was assessed a written warning on July 29, 2013, for performing substandard work on the initial repair.

Thereafter, on or about September 27, the bus was again towed back into the Company's facility because the cooling fan had become dislodged. Upon inspection, it was discovered that three of the four bolts which held the fan in place were missing, causing the fan to fall into the radiator, which resulted in damage to the fan blades. The Grievant was charged with substandard workmanship because the fan was not properly bolted and was assessed a three-day disciplinary suspension on October 14, 2014.

On or about September 17, 2013, a work order was opened for a roll-back truck which had transmission problems, i.e., it would not shift. The Grievant was responsible for removing and replacing the transmission in the truck. The invoice indicates the work was completed on September 30, 2013. After he replaced the transmission, the Grievant test drove the truck. Although he did not encounter any problems with shifting, he testified he heard a loud banging noise, which he reported to his supervisor. When he returned the truck to the shop, the Grievant made the following note on the work order:

Repair Process: Performed transmission diagnostics and found internal failure. Customer okay'd trans replacement. R&R3 transmission with reman transmission, installed correct fluid and tested. Tested OK. NOTE: Vehicle has drivability concerns and will need to be inspected.
Company

Service Manager Taylor testified that in order to install a rebuilt transmission, the mechanic must disconnect the drive shaft and must also remove the parking brake. He confirmed that the Grievant did report the noise to him.

Thereafter, Taylor contacted the customer who ok'd the suggested inspection. Per Invoice 62332, the inspection was ordered on October 1. During the inspection, the Inspector found the driveshaft was misaligned, the carrier bearing was installed incorrectly, the parking brake had a broken bolt in the brake drive lever assembly, and the PTO gasket was leaking. Company Exhibit 23. All of these problems were associated with the removal and replacement of the transmission.

The truck failed to pass inspection due to these and multiple other unrelated problems. Repairs were completed by another mechanic and the truck was successfully inspected and returned to the customer on or about October 13, 2013. Company Exhibit 23.

The Grievant was charged with substandard workmanship and issued a termination notice on October 18, 2013 (the day he returned to duty from the three day suspension).