

205.7 } -Bypass for not  
CDLA Agrmt } possessing CDL  
inappropriate.



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, 1513A  
SAN FRANCISCO, CALIFORNIA 94105  
(415) 973-1125

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

DEC 11 1992  
**CASE CLOSED  
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(415) 933-6060  
R.W. STALCUP, SECRETARY

**RECEIVED DEC 11 1992**

San Jose Division Grievance No. SJO-91-1  
P-RC 1551

**BILL LEVINS, Company Member**  
San Jose Division  
Local Investigating Committee

**DENNIS SEYFER, Union Member**  
San Jose Division  
Local Investigating Committee

Subject of the Grievance:

This case questions whether a lineman was inappropriately bypassed for an Electric Crew Foreman position in the same headquarters.

Facts of the Case:

In June 1990, the Company and Union executed Letter Agreement 90-113 which established a Commercial Drivers License Addendum (CDLA). Paragraph C of the Letter Agreement states:

" ... filling of positions that have the CDLA duties in addition to the regular duties will be open only to incumbent employees in the headquarters. Following such initial staffing, future vacancies shall be offered first to qualified employees at the headquarters. Any remaining unfilled vacancy shall be filled in accordance with the normal provisions of Title 205. A separate prebid code number shall be established for those positions requiring the CDLA."

On November 30, 1990, San Jose Division filled an Electric Crew Foreman position at the Edenvale Service Center with a lineman from the same headquarters who possessed a Commercial Drivers License and had a bid on file to Electric Crew Foreman (CDLA).

The grievant is also a lineman at the Edenvale Service Center who has a Commercial Drivers License. The grievant has greater seniority than the successful bidder, and had a bid on file to Electric Crew Foreman (non-CDLA), but not Electric Crew Foreman (CDLA).

Discussion:

The Pre-Review Committee reviewed several letters that discussed the filling of CDLA-designated positions including a December 10, 1990 Union letter, a January 31, 1991 Company letter, and Letter Agreement 91-59, dated April 15, 1991.

The December and January letters confirm an agreement between the parties that the Company should first solicit volunteers for the Commercial Drivers License Addendum from all employees in CDLA-designated classifications in the headquarters before filling a position with the CDLA designation under Title 205. The Union noted that this application was their understanding of the intent of the initial CDLA agreement and further stated that they had never agreed to the application used by the Company to fill the vacancy in this case.

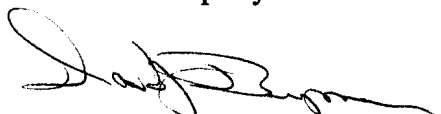
Based on the guidance in the December and January letters, San Jose Division would have been obligated to first offer the CDLA designation to Linemen and Crew Foremen at the Edenvale headquarters. If the division was successful in filling the CDLA designation from within the headquarters, they would then have filled the Electric Crew Foreman position from the list of bidders for Electric Crew Foreman (non-CDLA), which included the grievant.

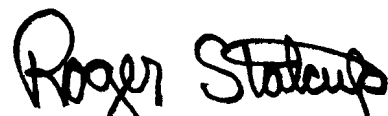
The Committee noted that San Jose Division filled their position in November 1990, well before the Company and Union clarification letters on this subject were distributed. The Committee also noted that there was a great deal of confusion among employees regarding the need to bid both CDLA and non-CDLA classifications. Ultimately, the parties negotiated Letter Agreement 91-59 in April 1991, to eliminate the separate CDLA and non-CDLA bidding numbers due to the ongoing confusion on this issue.

Decision:

Due to the unique set of circumstances outlined above, the Pre-Review Committee has determined that the bypass of the grievant was inappropriate and that the grievant should be awarded the Electric Crew Foreman position retroactive to November 30, 1990.

This case is closed on the basis of the above and without precedent or prejudice to the positions of either party.

  
David J. Bergman, Chairman  
Review Committee

  
Roger W. Stalcup, Secretary  
Review Committee

Date 12-3-92

Date 12/3/92