



REVIEW COMMITTEE

IBEW



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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
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WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

**CASE CLOSED
FILED & LOGGED**

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Coast Division Grievance No. STAR-93-08
Fact Finding Committee No. 5653-94-102
Pre-Review Committee File No. 1899

LORRAINE NOSS
Company Member
Local Investigating Committee

LARRY PIERCE
Union Member
Local Investigating Committee

Subject of the Grievance:

This case concerns the bypass of a Gas Fitter to a Gas Crew Foreman-CDLA vacancy as a result of not possessing a valid Class A driver's license.

Facts of Case:

A control date of November 2, 1993 was established for a Gas Crew Foreman-CDLA vacancy at the Sonoma Service Center. At that time, there were three other Gas T&D employees assigned to the Sonoma Service Center; a Fitter, an Equipment Operator and a Utility Worker. The Supervisor determined that three Class A licenses were required to operate equipment in the yard. The Fitter and the Equipment Operator had Class A licenses. The Utility Worker is not eligible for the CDLA premium. Therefore, the Gas Crew Foreman vacancy was filled with the requirement of a Class A license.

The first job offer was made on November 4. The grievant was bypassed as he did not possess a valid Class A driver's license. The job was awarded to a more junior employee, a Fitter from Sonoma, on November 18. The Fitter had been off work due to an industrial injury from October 4 to November 5. He then went on a previously scheduled vacation from November 8 through November 12. The Union was appropriately notified of the bypass by letter dated November 19, 1993.

The grievant alleges that he was not appropriately informed of the requirement to obtain a Class A license before being considered a qualified bidder to a CDLA designated classification. The grievant believes that the prebid acknowledgment form is misleading. He further believes that the Company failed to meet its obligation to communicate Letter Agreement 91-59. Lastly, the grievant believes that special treatment was afforded to the successful bidder who was off work on the control date of the vacancy.

Discussion:


The CDLA requirement was negotiated in Letter Agreement 90-113. Initially, separate prebid codes were established for classifications at headquarters in which a Class A license might become a requirement. This resulted in employees having to submit two prebids for each job at a headquarters to ensure consideration for each vacancy. Due to the confusion of having to submit two prebids for each job, the Company and Union agreed, in Letter Agreement 91-59, to eliminate separate prebid codes. Where a Class A license was required it would be first offered to employees in above entry level classifications at the headquarters, and if there were no volunteers, to the senior qualified prebidder to the base classification. The agreement also provides that the prebidder must possess a valid Class A license as of the control date, unless the Company has failed to provide an opportunity for the employee to do so.

In reviewing the facts of this case, the Committee determined the following:

- 1) the filling of the vacancy with the Class A requirement was appropriate;
- 2) the standard prebid acknowledgment form is not misleading as it clearly states there may be additional job requirements and to check with your local Human Resources Department;
- 3) there is no indication that the Company did not meet its' obligation to provide joint stand-up meetings, at the request of the Union, to explain Letter Agreement 91-59;
- 4) other employees in the grievant's headquarters, with less service, had understood the process and had been able to obtain a Class A license; and
- 5) the successful prebidder had a valid Class A license and was available to report for the assignment within 10 working days of the job award.

Decision:

The bypass of the grievant pursuant to Sub Section 205.11(a) of the Physical Agreement, was appropriate. On that basis, the case is considered closed.



 Margaret A. Short, Chairman
 Review Committee



 Roger W. Stalcup, Secretary
 Review Committee

1/30/96

 Date

1/30/96

 Date