

REVIEW COMMITTEE DECISION

FILE RC NO. 13

APPOINTMENT TO TEMPORARY GARAGE CLASSIFICATIONS
SAN JOSE DIVISION

Subject of Grievance:

The Sub-foreman on the night shift in the San Jose garage was upgraded on a temporary basis to relieve the Garage Foreman for a period of five days, July 7 to July 11, 1952, inclusive. During such period the Sub-foreman classification on the night shift was not filled by Company. However, a Mechanic on the night shift was upgraded to the classification of Mechanic, Senior for the time involved. Union claims that the Sub-foreman job should have been filled by the Mechanic, Senior who had the greatest classification seniority. He was on the day shift. Also, that the Mechanic in the garage who had the greatest classification seniority should have been temporarily appointed to the Mechanic, Senior vacancy on the night shift. The Division maintained that inasmuch as the temporary upgrading on the night shift was of limited duration, it was properly confined to employees then working on the night shift. Also, that since the night shift work to be performed for the period involved was of a routine nature, supervision by a Sub-foreman was not essential, thus making it necessary only to upgrade a Mechanic into the Mechanic, Senior classification. A further complication arose with respect to the manner in which seniority should have been calculated with respect to an employee placed on a job subject to bid inasmuch as a difference of opinion existed between Company and Union concerning the seniority of the employees in the Mechanic classification who were considered for the temporary appointment to the Mechanic, Senior classification. (See following-item 2)

Statement of Decision:

This grievance involves two issues which are commented on herein and decided separately.

(1) Temporary upgrading:

In applying Contract Section 205.3 to cases which arise and involve the changing of an employee's scheduled work hours from day to night or vice versa the matter should be decided as follows:

Where it is known in advance that it will be necessary to upgrade an employee to a higher classification for a temporary period of one week (5 work days) or more, the eligible employee under the job bidding provisions should be given an election as to whether or not he desires to be upgraded. If he elects to be upgraded any change in his work hours need

not be made effective on any day on which such a change will require that he be paid at the overtime rate for such day. Where it is necessary to upgrade an employee under emergency conditions such as where the upgrading would be for a period of less than one week, the eligible employee need not be given the foregoing stated election on the basis that it is not practicable to make such a change for such a limited duration of time.

(2) Calculating seniority when an employee is assigned to a classification subject to bid:

A difference of opinion existed concerning the Mechanic classification seniority of employees Fell and Galloway. Fell was an Apprentice Mechanic at the time Galloway was hired as a Mechanic subject to bid. At a later date, March 14, 1949, Fell was awarded a Mechanic's job which had been posted for bid and on which both he and Galloway submitted bids. Following this, on April 29, 1949, Galloway was awarded a Mechanic's job. The question then arises concerning the calculation of Galloway's classification seniority while he was employed as a Mechanic subject to bid. In computing such seniority, Galloway is not entitled to retroactive credit for the time he worked subject to bid prior to the date on which Fell was awarded the Mechanic's job - 3/14/49. To apply such credit would give him an undue advantage over Fell when bidding for or being temporarily appointed to the next higher job of Mechanic, Senior. The policy of calculating seniority on a subject-to-bid basis is that retroactive credit will not be given whereby such application upsets the relative seniority position of two employees who have been considered for the same classification and on which one of the employees first gained the regular assignment to such classification.

In the present case Galloway's seniority in the Mechanic classification should be computed from March 14, 1949, thus if both Galloway and Fell bid in the future for a Mechanic, Senior job, their bids, as between them, will be considered on the basis of Company seniority inasmuch as their seniority in the Mechanic classification will be the same.

On the basis of the foregoing enumeration of policy for future application and the decision under item 2 with respect to the computation of Galloway's Mechanic classification seniority, this grievance is considered closed.

FOR UNION:

Ray Michaels
Don Grandstaff
L. L. Mitchell

By: L. L. Mitchell

Date: 2-13-53

FOR COMPANY:

H. F. Carr
R. J. Tilton
V. J. Thompson

By: V. J. Thompson

Date: 3/12-53