

REVIEW COMMITTEE DECISION

R. C. File No. 46 - San Joaquin Division - Grievance No. 90

Award of Job 25-549, Maintenance Subforeman Vacancy

Subject of Grievance

The employee on whose behalf this Grievance is filed was transferred by Company from the classification of Electrician, with headquarters at Merced, to the classification of Maintenance Foreman, with headquarters at Coalinga. He did not bid on the latter job, but was assigned to it by the Company. Before accepting the appointment the employee inquired regarding his future bidding rights should a vacancy of Maintenance Subforeman develop at another location within a 12 month period and he was advised by his Supervisor that Section 205.8 of the Contract would apply. About 5 months later, he bid on a Maintenance Subforeman job in Fresno. The Division awarded the job to another employee classified as Electrician, stating that Contract Section 205.8 applied to the bid submitted by the Subforeman, thus making his bid ineffectual. As a result a Grievance was filed.

Statement and Decision

In the application of Contract Section 205.8 the Division in this case followed the intent of the parties as discussed during negotiations, that is, when employees have been promoted from a lower classification to a next higher classification, it is generally expected that they will remain in the latter classification for a period of one year before their bids to a job vacancy in the same classification will be recognized over bids made by employees in the next lower classification. This is to prevent some employees from obtaining an advantage over other employees with greater seniority who prefer to wait for a job opening in their present job headquarters, rather than to move to another headquarters in order to protect their opportunities for job advancement. When there are no qualified bidders for a job which has been posted but which remains vacant the Company may fill such job by appointment. In this case to avoid what could be considered as a violation of intent the employee appointed to the job was told that Section 205.8 of the Contract would apply to him in the same manner as if the job had been awarded by reason of a bid. Under such conditions the employee does not have a convincing complaint.

For Union

Ray Michaels  
Leonard Gehringer  
L. L. Mitchell

By L. L. Mitchell

Date 2/10/54

For Company

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

By V. J. Thompson

Date 2/10-54

VJT:GD

*is to Michael Gehringer 2/16/53*