

REVIEW COMMITTEE

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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
L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Review Committee File No. 1425-77-12
Sacramento Division Grievance No. 6-44-77-19

Subject of the Grievance

The grievant, a Materialsman in Colgate Division, was bypassed on a vacant Materialsman position in Sacramento Division.

Discussion

The Personnel Department in Sacramento Division determined that on June 20, 1977, that an existing vacancy in the Materialsman classification in the Sacramento Materials Facility, was authorized to fill on a permanent basis. In reviewing the transfer requests, it was determined that a Clerk D in Customer Services Department, Sacramento, was the senior transfer applicant inasmuch as there were no qualified bids from Materials Department employees. The job was offered to and accepted by the Clerk D on June 22, 1977, however, the report date was delayed until July 11, 1977, due to operational requirements.

Subsequently, the Personnel Department received a transfer (bid) on June 24, 1977, from the grievant and, at that time, determined that the job vacancy had been offered and accepted and, therefore, the bid was not timely. The grievant is alleging that he submitted a transfer request properly inasmuch as the transfer application was received eight days or more prior to the filling of the job vacancy. Title 205, as amended in the 1977 contract negotiations, considers a transfer request invalid if received by Company less than eight calendar days prior to filling a beginner's classification, and the key issue is the date filled. Comparing this problem to a prebid or postbid, the Labor Agreement requires that the award be posted and that posting becomes the date of the award. In the case of a transfer, there is no date of award, however, the contract does require the Company to notify the Union pursuant to Subsection 205.5(d)(4) as to the "date vacancy filled." Therefore, the job in question was, in effect, filled on June 22, 1977, and the grievant's bid of June 24, 1977, untimely.

For the purposes of administering Subsection 205.5(b) of the Physical Labor Agreement and Subsection 18.5(b) of the Clerical Agreement and scheduling, a controlling date for the purpose of timeliness, the Review Committee agrees that the date filled will be considered the same date as required in Subsection 205.5(d)(4) of the Physical Labor Agreement and Subsection 18.5(d)(4) of the Clerical Labor Agreement. In the event that a grievance occurs over the administration of this Section, the time limits as provided for in Section 102.6 of the Physical Agreement and Section 9.5 of the Clerical Agreement will start upon receipt of Company's report to Union of beginning job vacancies.

Decision

In view of the above, the Review Committee agrees that the grievant's transfer request was untimely and the job properly filled in accordance with Title 205 of the Labor Agreement. This case is considered closed.

FOR UNION:

W. H. Burr
G. W. Abrahamson
L. N. Foss

FOR COMPANY:

J. A. Fairchild
F. C. Buchholz
D. J. Bergman


By



Date

11-9-77

By



Date

11-9-77