

604.2 -Pipeline Mechs were required to get CDL - resulted in negotiated CDLA for PLO Dept.



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
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NOV 13 1992

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**CASE CLOSED  
LOGGED AND FILED**

**RECEIVED NOV - 9 1992**

### REVIEW COMMITTEE DECISION

**Northern Pipeline Operations Grievance Nos. 11-148-90-1 & 11-161-90-14  
Review Committee Case No. 1722-91-10**

#### Subject of the Grievance:

These cases concern the Company's requirement that two Pipeline Mechanics obtain Class A Commercial Driver's Licenses based on the negotiated job definition, which states "... is engaged in ... operating heavy mechanical equipment, such as tractors, bulldozers, backhoes, road graders, and trucks". The Union argues that the job definition does not specifically require a driver's license, that the Company is unilaterally changing job requirements, and that it is not operationally necessary for all Pipeline Mechanics to have a Class A license.

#### Facts of the Case:

The grievants were awarded Pipeline Mechanic positions in Milpitas on July 28, 1986 and November 26, 1990.

On January 1, 1989 the California Commercial Vehicle Safety Program became effective requiring a Class A license to in certain cases operate some of the vehicles included in the Pipeline Mechanic Job Definition. One grievant, awarded the job in November, 1990, was advised he would be required to get a Class A license within six months of the job award. Both grievants were given an opportunity to obtain their license and declined.

#### Discussion:

These cases were referred to Ad Hoc Negotiations where the Company and Union agreed to establish a generic Commercial Driver's License Addendum (CDLA) in Pipeline Operations and allow the Company to designate a certain number of non-entry level positions which shall have the CDLA duties added to their regular duties. Based on the agreement reached, employees placed in CDLA-designated positions receive an annual, weekly, or daily premium.

The Ad Hoc Negotiations ended before these grievances could be fully resolved. The Ad Hoc Committee noted that several Pipeline Operations employees voluntarily obtained a commercial Drivers License before the Company and Union's CDLA Agreement was signed on June 1, 1992. The grievants were directed to obtain a commercial license, resulting in this grievance.

Decision:

The Review Committee agrees that the grievant who was awarded the Pipeline Mechanic position in November, 1990, should receive the CDLA premium retroactive to the date he obtained a Class A license (August 12, 1991), based on the fact that the Company had required that he obtain a license. No remedy is required for the other grievant, who never obtained a Class A license and subsequently bid out of the Pipeline Mechanic classification.

The committee noted that while other Pipeline Operations employees may have voluntarily obtained licenses, the grievant was required to get a license, resulting in this grievance. Therefore, no other Pipeline Operations employees are eligible for the CDLA premium until the execution of Letter Agreement 92-28.

This case is closed and should be so noted by the Local Investigating Committee.


FOR COMPANY:

William J. Eddy  
Ken Nata  
Lawrence F. Womack  
David J. Bergman

FOR UNION:

Pat Nickeson  
Fred H. Pedersen  
Arlis L. Watson  
Roger W. Stalcup

By 

By 

Date 11-5-92

Date 11/5/92