

REVIEW COMMITTEE**PG and E****IBEW** 

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 R.W. STALCUP, SECRETARY

CASE CLOSED APR 1 1982
LOGGED AND FILED

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-438-81-28
 P-RC 722

March 30, 1982

MR. D. S. SOLBERG, Company Member
 San Joaquin Division
 Local Investigating Committee

MR. B. LeGARE, Union Member
 San Joaquin Division
 Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

ISSUE

This case involves the claim by the Union that the grievant, a Customer Services Representative was improperly denied a position as Senior Service Representative I in May of 1981 after being awarded the job in April, 1981. The position of the Division was that the grievant was not qualified for the higher position and was, therefore, being bypassed under the provisions of 18.11 of the Clerical Agreement.

FACTS

The grievant was employed on April 27, 1953; and since November of 1954 had held the classification of Meter Reader. On February 19, 1980, the grievant was awarded the Service Representative position at the three-year wage step. He reached the top rate of pay on February 19, 1981. On April 16, 1981, the grievant was awarded the Senior Service Representative I position in Fresno District. On the basis of an improper interpretation of the letter agreement dated January 26, 1968 regarding "the top rate of pay of the next lower classification," in Clerical Lines of Progression, the Division rescinded the original award. The job was then reawarded to a less senior bidder on May 26, 1981. Following some further discussion as to the interpretation of the above letter and review of a subsequent letter dated June 10, 1981 regarding the same topic, the Division reviewed the grievant's qualifications for the Senior Representative I position and determined that he was not qualified for the job.

The Division offered the grievant a four-hour review of the material in the Service Representative Training Program to be followed by a test. However, the grievant declined to take the test, the Union's position being that it was not contractually required.

This case presents some difficulty to the Pre-Review Committee because of a number of factors discussed below:

Documentation

In order to sustain a bypass on a job award, it is typically necessary to compile substantial documentation indicating that an employee is not qualified for the position. In this case, there is no such documentation, however, the Joint Statement of Facts indicates that the grievant had spent most of his time as a Service Representative in Credit and Collection, and on the Counter. The testimony further indicates that the grievant had spent little or no time exposed to the other functions in the Customer Services office which he would be expected to work in as a Service Representative. The Company's obligation to provide such training will be discussed in the next section below. The Committee notes, however, that while the grievant went into the office as a Clerk C and ultimately a Service Representative on February 19, 1980, he was not eligible to submit a prebid until February 19, 1981, at which point the Company's obligation to train the grievant in other areas of Customer Services was triggered. The grievant further, had never been exposed to the Customer Contact Training Program. This, coupled with his limited exposure to other activities in the office, leads the Committee to believe that grievant was not qualified for the Senior Representative I position on which he had bid.

Training

Arbitration Case No. 49 clearly establishes the Company's obligation to provide training in the Clerical Lines of Progression to employees who have submitted prebids. Arbitration Case No. 49 spells out the procedure as follows:

An employee will first submit prebids to an appropriate Customer Services clerical level. The Company will then review the employee's experience and training and will notify the employee in accordance with Section 18.4(f) of the Clerical Agreement of any particular job functions of the position bid, in which he or she is not presently qualified. The employee may then request training in those areas, and his or her prebids with respect to job openings in those areas will be held in abeyance until training is completed. This system stresses a positive approach to promotion as opposed to the negative aspects of testing when a position becomes vacant.

In those Divisions with formalized systems for implementing the principles in Arbitration Case No. 49, the procedure is to write the employee a letter upon receipt of his or her prebid notifying the employee of areas in which he or she has been trained and will be considered for promotion, and further, those areas specifically by function where such employee has not received training. This information comes from a master list maintained by Customer Services staff of all Customer Services employees in the Division. Such a master list is broken down by function, and a record is kept for each employee of those areas where the employee has been trained. Grievances involving bypass of employees in those Divisions for lack of qualifications are generally easily-resolved by inspecting the "skills log" for the employee.

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Accelerated Senior

In this particular case, the grievant became eligible to prebid only two months prior to the date of his original award. As such, the Committee recognizes that the Division would not have had time to provide the grievant with the training necessary to qualify him for the Senior I position. By the same token, in its discussion with Division staff, the Fact Finding Committee was left with the clear impression that there is no formal procedure to provide exposure to cross training for employees in the Customer Services activities.

While it is certainly the Division's option not to provide such training, it may become difficult or impossible to bypass an otherwise eligible prebidder (who has been such for a year or two) on a higher level position, even if such employee has spent that time in only one function in the office. Since it is well-recognized that the Company's training responsibility begins with the submission of the prebid, the Company would likely be in the position of awarding a higher level position to such eligible prebidder and then training him or her in the new job.

DECISION

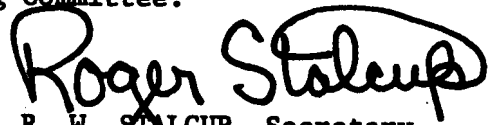
The Pre-Review Committee understands that the grievant has completed the Customer Contact Training Program in November of 1981. Paragraph 10 of the Joint Statement of Facts seems to indicate that the Division would consider the grievant a qualified prebidder on completion of the two-hour review test on the Customer Contact training material. While this appears to have provided a vehicle to resolve this case and allow the grievant an opportunity to challenge his qualifications on the Senior I position, the Committee does not agree that the completion of this training alone qualifies an employee for a Senior's job. This opinion is based on the number of grievances which have been resolved over the years based on those principles laid down in Arbitration Case No. 49 and the substantial amount of training required of Service Representatives before being allowed to take the higher level positions.

On the basis of all of the foregoing discussion and the facts in this case, the Committee concludes that the bypass of the grievant based on his lack of qualifications, under Section 18.11 of the Clerical Agreement, was proper. However, based on all of the circumstances and the grievant's long service, the Committee agrees that the grievant will be given accelerated training in the Service Representative I position on which he is the otherwise Senior eligible prebidder.

This case is considered closed on the basis of the foregoing, and the closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

PEPettigrew(1123):ml/CLW:rlm
cc: GNRadford