

Rubber } -Upgrade of bu empl  
Gloving } to Instructor out  
Agrmt } of seniority seq  
is not a "bypass".



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, 1513A  
SAN FRANCISCO, CALIFORNIA 94105  
(415) 973-1125

NOV - 4 1992

**CASE CLOSED  
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

**RECEIVED OCT 26 1992**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Diablo Division Grievance No. DIA-91-18  
Pre-Review Committee No. 1582

**BELINDA STERN, Company Member**  
Diablo Division  
Local Investigating Committee

**JOE VALENTINO, Union Member**  
Diablo Division  
Local Investigating Committee

### Subject of the Grievance:

This grievance alleges that the Company violated the Rubber Gloving Agreement and the implementation procedures for training by bypassing more senior employees for an employee who was selected to be a trainer.

### Facts of the Case:

An Antioch Lineman was selected for rotation as an instructor for the rubber gloving training program from a list of thirty-nine applicants approved by both the Company and the Union. The Lineman in this case was given the rubber gloving training prior to fourteen employees who had more seniority in the Antioch Electric T&D Department. The fourteen employees, who were allegedly bypassed, are in receipt of the three percent premium for volunteering for the rubber gloving training.

The Lineman received rubber gloving certification training on the week of December 2, 1991. The certification course normally holds forty-two students, but the enrollment was increased by one in order to allow the Lineman to receive the necessary training to teach the course. Upon completion of the certification course, the Lineman completed his instructor training on December 20, 1991, and taught his first class on January 6, 1992.

The Rubber Gloving Agreement states that training will be based upon Company seniority. If someone is bypassed inappropriately, they are eligible for the full six percent at the time of bypass, just as if the employee had completed the training. There is nothing in the Agreement that states that instructors are selected on the basis of seniority.

Discussion:

The Union contends that the Company violated the implementation procedures for rubber gloving when it allowed the Lineman to attend the rubber gloving certification course before more senior employees. Therefore, the Union is of the opinion that the bypassed employees should receive the additional three percent retroactive to the date of the bypass.

Company contends that the Lineman was given the rubber gloving training prior to the employees who had more seniority because he was selected from a Union approved list of instructors and would be placed as an Instructor following the training. It is also noted that an additional slot was created for this employee and no one was bypassed. The rubber gloving certification course class size is forty-two, and forty-two were selected based on seniority.

As there is no document/agreement in place in regards to the training of instructors, the Company maintains that sending instructors to rubber gloving certification before employees who will be operationally performing the work, is done out of business necessity and does not violate any agreed-to procedures. The Lineman in this case was upgraded into an exempt position, and therefore bypass procedures do not apply.

Decision:

The Pre-Review Committee determined that there was no violation of the Rubber Gloving Agreement in this case since the employee was on the preapproved list of Instructors and was upgraded to Instructor at the conclusion of Rubber Gloving Training.

The Committee also agreed that if an employee is not upgraded to Instructor following Rubber Gloving Training, employees with greater seniority will be considered as bypassed. However, if an employee, who the Company intends to utilize as an Instructor after the training, requests to return to the bargaining unit for any reason (e.g., dislike of work, family reasons), employees with greater seniority in the headquarters will not be considered as bypassed.

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

  
David J. Bergman, Chairman  
Review Committee

  
Roger W. Stalcup, Secretary  
Review Committee

Date 10-23-92

Date 10/20/92