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L.A.J. 8-1-58
205.7

LABOR AGREEMENT INTERPRETATION

TITLE 205 - JOB BIDDING AND PROMOTION - PHYSICAL AGREEMENT
TITLE 206 - DEMOTION AND LAYOFF PROCEDURE - PHYSICAL AGREEMENT
TITLE 18 - PROMOTION AND TRANSFER - CLERICAL AGREEMENT
TITLE 19 - DISPLACEMENT, DEMOTION AND LAYOFF - CLERICAL AGREEMENT

PROMOTION AND TRANSFER

SECTION 205.6 OF THE PHYSICAL AGREEMENT STATES THAT "ANY EMPLOYEE OF COMPANY MAY SUBMIT ... A BID ON ANY JOB POSTED AS VACANT ..."

SECTION 205.7 OUTLINES THE SEQUENCE IN WHICH BIDS ON ANY JOB SHALL BE GIVEN PREFERENTIAL CONSIDERATION.

SECTION 18.7 OF THE CLERICAL AGREEMENT STATES THAT BEFORE CERTAIN REGULAR EMPLOYEES WILL BE CONSIDERED FOR A PROMOTION OR TRANSFER TO A CLERICAL VACANCY THEY "MUST THERETOFORE HAVE MADE A TRANSFER APPLICATION FOR THE CLASSIFICATION WHICH IS VACANT ...". IT FURTHER STATES THAT SUCH "REQUIREMENT SHALL APPLY TO ALL EMPLOYEES OF COMPANY WHO DESIRE TO EFFECT A TRANSFER OR PROMOTION TO A VACANCY IN SAID (CLERICAL) BARGAINING UNIT."

SECTION 18.8 OF THE CLERICAL AGREEMENT STATES THAT COMPANY, IN FILLING A VACANCY "SHALL GIVE PREFERENTIAL CONSIDERATION ... TO ANY REGULAR EMPLOYEE ... INCLUDING THOSE OUTSIDE SAID (CLERICAL) BARGAINING UNIT, PROVIDED THAT ANY SUCH EMPLOYEE QUALIFIES FOR CONSIDERATION UNDER SECTION 18.7."

TO EXPAND THE OPPORTUNITIES FOR EMPLOYEES TO CROSS BARGAINING UNIT LINES BY PROMOTION AND TRANSFER, IT IS UNDERSTOOD AND AGREED BETWEEN COMPANY AND UNION THAT THE LABOR AGREEMENT SECTIONS REFERRED TO ABOVE SHALL BE CONSTRUED TO APPLY TO ALL REGULAR EMPLOYEES OF THE COMPANY REPRESENTED BY UNION. EMPLOYEES WHO DESIRE TO BE CONSIDERED FOR PROMOTIONS AND TRANSFERS AS OUTLINED IN THIS INTERPRETATION ARE TO OBSERVE THE JOB BIDDING AND PROMOTION AND TRANSFER REQUIREMENTS OF THE APPROPRIATE LABOR AGREEMENT GOVERNING THE FILLING OF THE VACANCY. JOB AWARDS WILL BE MADE PURSUANT TO THE APPLICABLE PROVISIONS OF THE AGREEMENT INVOLVED. UNLESS OTHERWISE EXPRESSLY PROVIDED BY NEGOTIATIONS, EMPLOYEES EXERCISING RIGHTS UNDER THIS INTERPRETATION SHALL HAVE THEIR JOB BIDS AND TRANSFER APPLICATIONS CONSIDERED ONLY UNDER SECTION 205.7(F) OF THE PHYSICAL AGREEMENT AND SECTION 18.8(E) OF THE CLERICAL AGREEMENT.

IT IS FURTHER UNDERSTOOD, HOWEVER, THAT THE TRANSFER OF EMPLOYEES MAY BE ARRANGED TO TRAVERSE BARGAINING UNIT LINES IN THE APPLICATION OF SECTION 205.17 OF THE PHYSICAL AGREEMENT AND SECTIONS 18.15 AND 19.14 OF THE CLERICAL AGREEMENT.

DEMOTION AND DISPLACEMENT

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WITH RESPECT TO TITLE 206 AND TITLE 19 WHICH RELATE TO THE DEMOTION AND LAYOFF PROCEDURES OF THE RESPECTIVE AGREEMENTS, IT IS UNDERSTOOD THAT THE PROVISIONS OF SUCH TITLES SHALL NOT BE APPLIED TO ENABLE EMPLOYEES TO CROSS BARGAINING UNIT LINES EXCEPT AS SPECIFICALLY PROVIDED FOR THEREIN, OR IN OTHER CASES WHERE NORMAL LINES OF PROGRESSION AND REGRESSION FROM ONE OF SUCH UNITS TO THE OTHER HAVE BEEN EXPRESSLY NEGOTIATED AND ADOPTED BY COMPANY AND UNION, INCLUDING THE FOLLOWING PROVISION:

AN EMPLOYEE WHO HAS TRANSFERRED FROM THE PHYSICAL BARGAINING UNIT TO THE CLERICAL BARGAINING UNIT UNDER THE PROVISIONS OF THIS INTERPRETATION AND WHO IS THEREAFTER DISPLACED UNDER THE PROVISIONS OF TITLE 19 OF THE CLERICAL AGREEMENT, MAY, IF HE IS UNABLE TO EXERCISE THE ELECTIONS PROVIDED FOR IN SECTION 19.4 OF SUCH AGREEMENT, ELECT TO RETURN TO A BEGINNER'S CLASSIFICATION IN THE PHYSICAL UNIT IN THE LINE OF PROGRESSION IN WHICH HE LAST WORKED FOR AT LEAST SIX MONTHS AND HE MAY DISPLACE THAT EMPLOYEE IN SUCH BEGINNER'S CLASSIFICATION WHO HAS THE LEAST COMPANY SENIORITY, PROVIDED IT IS NOT GREATER THAN HIS OWN.

FOR UNION: /s/ RONALD T. WEAKLEY
ITS BUSINESS MANAGER

FOR COMPANY: /s/ R. J. TILSON
ITS DIRECTOR OF INDUSTRIAL RELATIONS

AUGUST 1, 1958