

202-214
REVIEW COMMITTEE

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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-586-83-20 (P-RC 849)
East Bay Division Grievance No. 1-1860-83-48 (P-RC 857)
East Bay Division Grievance No. 1-1880-83-68 (P-RC 903)

December 22, 1983

MR. R. J. STEELE, Company Member
San Joaquin Division
Local Investigating Committee

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

MR. R. R. DOERING, Company Member
East Bay Division
Local Investigating Committee

MR. W. GREER, Union Member
East Bay Division
Local Investigating Committee

MR. V. STAMPS, Union Member
East Bay Division
Local Investigating Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned, pursuant to Step Five A(1) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Grievance Issue

All three of these cases involve the Division Job Site Reporting Experiment conducted the first part of 1983. In P-RC 849, a crew had been working on an extended job at a location some distance from the headquarters. When the District was instructed to start job siting experiments, they believed this was an ideal opportunity to try job siting. Although they did post for volunteers, they believed it would be more practical to use the crew that had been working on the job; therefore, they asked the two senior Linemen on the voluntary list to withdraw from this assignment. One Lineman voluntarily removed his name from the list, but the second Lineman, the grievant in this case, did not remove his name. There were a number of other job siting experiments planned in the near future so the District believed these employees would be assigned to another job soon. The Union grieved this action stating that the grievant was improperly bypassed for the job siting experiment.

In P-RC 857, the District began a job siting experiment on March 21, 1983 but bypassed the senior Lineman volunteering for the experiment, because he had received a notice that he was selected to be "on-call" as a juror of the U.S. District Court from April 1 through September 30, 1983. The supervisor later reevaluated his position of disqualifying the grievant and allowed him to report to the job siting experiment on April 18, 1983. The employee was then allowed to complete that job siting experiment. The Union grieved Company's

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action for the period of time from March 21, the date the experiment began until April 18, the date the employee was assigned to report to the experiment believing that the employee being the senior qualified volunteer was improperly bypassed for the assignment.

P-RC 903 involves a job siting experiment for the purposes of installing communications equipment at a new office. The supervisor posted a sign-up sheet, and three Apprentice Communication Technicians volunteered. The supervisor scheduled the employee who was second on the list to the job because of his need for training on the ROLM communications system. This employee was scheduled to attend a ROLM school in the near future and needed the hands-on experience. The supervisor explained to the senior Apprentice Communication Technician signed on the list that he was using the other employee because of his need for training and told the senior employee that he would have opportunities for job siting experiments in the future.

Discussion

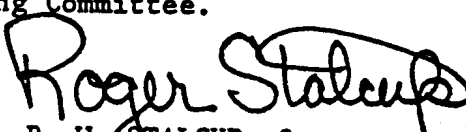
The Committee agreed it was inappropriate to bypass the senior qualified employees for these experiments; however, there was no negotiated penalty for this experiment period. Company pointed out that it does not ordinarily pay for time or mileage not travelled.

The Committee recognizes that the experiment has now been concluded, and there is no possible future liability on the basis of time or mileage not travelled as the January 1, 1984 Agreement provides for a per diem amount when job siting. The Committee did agree, through, that there must be some penalty to prevent the selection of employees other than those that should have been used. The Committee agreed that when job siting, the senior qualified volunteer should be utilized except when good cause to bypass exists. The Committee further went on to discuss that in future job siting situations, that if it is determined an employee has been improperly bypassed for a job, the Company's liability will be the negotiated premium as provided for in Section 202.21 of the January 1, 1984 Agreement. The Company's liability would be retroactive to the date of the start of the job siting, but no more than 30 calendar days prior to the filing of a timely grievance.

Decision

The Committee agreed to settle these three cases providing the employees with an equity settlement. The affected employees should receive payment for mileage between their home and their headquarters which is in excess of the mileage between their home and the job site. The employees will also receive pay for "actual" travel time from their home to the job site only. Any period of time that the employee was unavailable should be deducted from the payment. These cases are considered settled on the basis of the above and should be so noted by the Local Investigating Committee.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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