

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
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(415) 781-4211, EXTENSION 1125

IBEW 

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
L.N. FOSS, SECRETARY

**CASE CLOSED
LOGGED AND FILED**

RECEIVED AUG 27 1979

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

San Jose Division Grievance No. 8-263-78-62
Fact Finding Committee No. 976-78-269
P-RC 425
Rate of Pay, Helper

August 24, 1979

MR. L. A. WEST, Company Member
San Jose Division
Local Investigating Committee

MR. M. J. DAVIS, Union Member
San Jose 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 Section I B(2) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

This grievance involves the rate of pay for a Division Gas Helper when he is upgraded to Fieldman. The grievant had previously been a Miscellaneous Equipment Operator B in General Construction prior to transferring to Division as a Helper. The Union contended in the Local Investigating Committee that the grievant should have his time as a Miscellaneous Equipment Operator B considered, under Exhibit VIII of the Physical Agreement, as Fieldman time for wage purposes under Subsection 204.5(b). Company's position was that the language of Subsection 204.5(b) grants credit for time accumulated in the same classification but does not provide the latitude to credit an employee with time worked in a comparable classification.

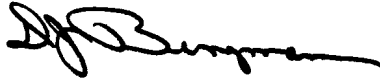
To answer this question, the Pre-Review Committee notes a Labor Agreement Interpretation dated December 18, 1970, which deals with classification seniority of employees bidding from General Construction classifications into Division classifications. Part of that interpretation provides that when a regular General Construction employee bids into a comparable Division classification other than an apprentice classification, he is credited with classification seniority in the Division for the time worked in the classification or classifications in General Construction, which are comparable with the particular Division classification to which the employee is the successful bidder. The interpretation goes on to say that the employee will be placed at the wage step of the Division classification as provided in Sections 204.5 and 204.6 of the Physical Agreement. It is the opinion of the Pre-Review Committee that this interpretation provides for such considerations only at the time of bid or transfer from General Construction to Division and is silent for any subsequent moves made by the

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employee. In the instant case, the grievant had transferred in as a Helper and the question is whether or not his MEOB time would count for subsequent upgrades or promotion to Fieldman. Recognizing that the Company has been consistent in its application of not counting previous General Construction time on subsequent moves, the Committee believes that the present treatment accorded the grievant is in consonance with that application and not a violation of the Labor Agreement.

Although the Committee believes this to be a proper application of past practice in the absence of contract language, it may be inconsistent with the intent of the 1970 Labor Agreement Interpretation. The Committee recommends that this subject be clarified in the upcoming general negotiations.

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



L. N. FOSS, Secretary
Review Committee

PEPettigrew(1123):rto

cc: VHLind
IWBonbright
LVBrown
FCBuchholz
JBStoutamore
RHCunningham
Personnel Managers