

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

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
 M.A. MEDEROS, SECRETARY

**CASE CLOSED
 LOGGED AND FILED**

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

San Jose Grievance Nos. 8-350-79-48, 8-351-79-49
 P-RC 524, 525

Proper Rate of Pay (Fitter Upgraded to Light
 Crew Foreman, DJefferies, APierce)

May 14, 1980

MR. F. L. NETTELL
 Joint Grievance Committee
 San Jose Division

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 Section 1B (1) of the Review Committee procedures to the Local Investigating Committee for settlement in accordance with the following:

Facts of the Case

The issue in these cases is whether or not previous General Construction time in the Working Foreman classification would count toward upgrades to Light Crew Foreman in the Division under Subsection 205.14(b) of the Physical Agreement. The grievants in each case are division Fitters, who had previously been working Foremen in General Construction. At one point, while in the Division, the grievants had been upgraded to Light Crew Foremen at the top rate of pay. The Division later corrected the wage rates of the grievants and subsequent temporary upgrades were to the beginning rate for Light Crew Foreman. In addition, the Division required the grievants to reimburse the Company certain sums of money which it alleged they had been overpaid.

Discussion and Decision

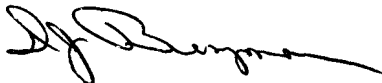
The Pre-Review Committee notes that an issue similar to the one in the instant cases was resolved in Pre-Review Committee No. 425. The Committee in that case settled the question raised on the basis of Labor Agreement interpretation dated December 18, 1970 with the reservation, however, that such application may be inconsistent with the intent of such interpretation. The Committee included a recommendation in that settlement that the subject be clarified in the upcoming general negotiations.

It is apparent to the Committee at this time that those negotiations did not result in a resolution to this problem. The Committee, therefore, agrees to the following:

May 14, 1980

These cases will be closed at this time without adjustment. A Letter Agreement will be prepared by the Company and submitted to the Union for their consideration. If such Letter Agreement provides that General Construction time should be applied to Division classifications in the manner requested by the Union in this grievance, then the two grievants in these cases or other grievants of record shall have wage adjustments made accordingly.

On this basis, this case is considered closed, and the closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



M. A. MEDEROS, Secretary
Review Committee

PEPettigrew(1123):ml

cc: MEBadella
LCBeanland
IWBonbright
LVBrown
RCBuchholz
RHCunningham
CAMiller
WKSnyder
JBStoutamore
CPTaylor
Division Personnel Managers

204.5 (P)
204.6 (P)
205.11 (P)
305.1 (P)

LABOR AGREEMENT INTERPRETATION

TITLE 204 - WAGES AND CLASSIFICATIONS - Physical Agreement

Wage Placement of Employees Transferring/Bidding
From General Construction Departments into Division
Classifications Other Than Apprentice Classifications

When a regular employee of General Construction transfers/bids into a comparable Division classification, other than an apprentice classification, in the same type of work or activity, e.g., MEO (GC) to Fieldman (Division), the employee will be credited with the time spent in such classification or classifications in GC (refer to Exhibit VIII). Such employees will be placed in the appropriate wage step of the Division classification as provided in Sections 204.5 and 204.6 of the Physical Agreement.

Wage Placement of Employees
Transferring/Bidding Within Division(s) Who
Were Previously in General Construction

An employee who transfers from General Construction to a beginning Physical classification in the Divisions will also be granted such credit when bidding to higher classifications in the Division if the following is true: If the employee bids to such higher classification and held a comparable classification in General Construction, the time spent in such GC classifications will be counted under Subsection 204.5(b) purposes of wage placement. An example would be the MEO (GC) above, who transfers to Gas Helper (Division) and subsequently bids to Fieldman. The employee will be placed at the wage step of Fieldman, which equates to the temporary time spent upgraded to that classification and time spent in the classification of MEO (GC). Again, Exhibit VIII is the control until such time Company and Union negotiate appropriate bidding and list such standards in Exhibit VI (refer to Letter Agreement No. 81-28, dated March 24, 1981).

Wage placement of apprentices will be governed by the current Labor Agreement. Master Apprenticeship Agreement, and applicable letters of agreement.

For Union Jack McHenry
Its Business Manager

For Company W. B. ...
Its Manager of Industrial Relations

Date August 7, 1981

Date 15 June 1981