REVIEW COMMITTEE

PGmE

RECEIVED JAN - 9 1981

IBEW O

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

CASE CLOSED, AN 9 1981 LOGGED AND FILED 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 R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

☐DECISION
☐LETTER DECISION
☐PRE-REVIEW REFERRAL

Shasta Division Grievance No. 13-112-79-32 P-RC 565
Alleged Denial of Upgrade

January 8, 1981

MR. E. M. CONWAY, Company Member Shasta Division Local Investigating Committee MR. R. M. HAFNER, Union Member Shasta 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 Step Five A(ii) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

This case involves a grievance filed on behalf of a Routine Hydro Clerk in Shasta Division alleging that she has been doing the work described in the job definition for First Hydro Clerk and requesting an upgrade as a result.

The Committee reviewed not only the duties assigned to the grievant's position but also those duties performed by Routine Hydro Clerks throughout the system. As a result, the Committee concludes that the duties assigned to grievant on a regular basis are those which are normally performed by a Routine Hydro Clerk. Essentially, what the Committee found were the primary responsibilities of the Routine Hydro Clerks involves preparing time transmittals and time cards; filing and maintaining office files, records and reports; and in some cases, preparing routine reports from information which is readily available, ordering and/or receiving various material; and typing.

The duties of the grievant, in this case, do not differ substantially from those noted above. It was fairly evident to the Committee, however, that there were probably times following the employee's initial training, up until July 7, 1980, when her work in the office exceeded that generally required of a Routine Hydro Clerk. This conclusion is based on the fact that the office was short one First Hydro Clerk from the period of January 1, 1979 until September 21, 1979. The grievant who was hired in August of 1978 could reasonably had been expected to be training for most of the first year of her employment. On September 21, 1979, the First Hydro Clerk vacancy was filled by a new hire and it is during this time, September 21, 1979 to July 7, 1980, in which the Committee believes that the grievant had attained the expertise not only to perform some of the First Hydro Clerk's work but to assist in the training of the new employee.

For that reason, the Committee agrees to an equity settlement in this case. That is, the grievant will be paid at the appropriate wage step for First Hydro Clerk under the provisions of Section 204.3 of the Physical Agreement. The period of liability for this pay will be from 30 days prior to the date on which the grievance was filed to July 7, 1980 when the grievant was promited to First Hydro Clerk.

On this basis, this case is considered closed without prejudice to the position of either party and should be so noted by the Local Investigating Committee.

D. J. BERGMAN, Chairman Review Committee R. W. MALCUP, Secretary Review Committee

PEPettigrew(1123):ml

cc: RJLaRue, Jr.

MEBadella LCBeanland

IWBonbright LVBrown

FCBuchholz RHCunningham

NRFarley

CAMiller

JBStoutamore

WKSnyder

CPTavlor

Division Personnel Managers