

REVIEW COMMITTEE DECISION

Review Committee File No. 451
East Bay Division Grievance No. 234

Subject of the Grievance

The grievant, a Clerk C in the Division Gas Superintendent's Office, Oakland, was first temporarily upgraded to a Clerk B and later to a Clerk A while performing work previously performed by a Clerk A. The temporary assignment occurred on October 1, 1962, and continued until October 7, 1963. At the start of the assignment she was paid at the Clerk B rate, at which rate she continued until April 4, 1963, when she was assigned the pay rate of the Clerk A classification.

Discussion

The temporary assignment of the grievant to the work in question followed the vacating of a Clerk A classification in the Gas Superintendent's Office. The work assigned to the grievant is that previously performed by the Clerk A, although it appears from the record that she did not assume all of such duties immediately. In view of this latter fact, the Division downgraded the job to a Clerk B classification until such time as she was capable of performing these other functions. At that time, apparently on April 4, 1963, she was upgraded to Clerk A.

The question here concerns the propriety, under these facts, of temporarily downgrading the A classification to a B classification. It is significant to this Decision to bear in mind that the grievant is a Clerk C temporarily assigned to perform the work previously done by the Clerk A, or at least part of such work at the beginning of the assignment. In this respect, the Clerical Agreement provides, in Subsection 13.3(b), that where the employee is temporarily assigned to replace an employee in a higher classification, having a wage range, and such assignment is for more than one day, the employee shall be paid the minimum wage rate of such classification or her regular wage rate plus two and one-half percent, whichever is the greater, during the period of such temporary assignment. The assignment in this case was a replacement within the meaning of this Section and the provisions of the Section would, therefore, be applicable.

Decision

The grievant was temporarily assigned to replace an employee in a higher classification and shall be paid in accordance with the provisions of Subsection 13.3(b)(1) of the Agreement, from October 1, 1962, during the period of such temporary assignment.

FOR UNION:

R. W. Fields
W. M. Fleming
L. L. Mitchell

By L. L. Mitchell

Date March 16, 1964

FOR COMPANY:

E. F. Sibley
C. L. Yager
L. V. Brown

By L. V. Brown

Date March 10, 1964