PACIFIC GAS AND ELECTRIC COMPANY



INDUSTRIAL RELATIONS 741.5

Review Committee File No. 784

San Jose Division Grievance No. D.Gr/C 8-68-3

Payment of Stores-Subforeman Wages to
Senior Warehouseman Not Upgraded

October 28, 1970

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

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The above-subject grievance has been discussed by the Review Committee and is being returned to the Joint Grievance Committee for settlement in accordance with the following:

As the grievant did not protest the temporary upgrade within the time limits specified in Section 102.6(2) of the Physical Agreement, this grievance is not considered timely filed.

This case shall be considered closed and so noted in the minutes of the next Joint Grievance Committee meeting.

L. V.

L. V. BROWN, Chairman Review Committee

PNLong: RS

cc: EBLangley,Jr.
IWBonbright
JAFairchild
HJStefanetti
JLGibson

JJWilder, IBEW

LABOR AGREEMENT INTERPRETATION

SUBJECT: Retroactive Wage Adjustment - Continuing Grievances.

SECTION 102.6 - Physical Agreement 9.5 - Clerical Agreement SECTION

For the purpose of determining the extent of a retroactive wage adjustment resulting from the submission of a continuing grievance timely filed under the applicable provisions of Section 102.6 or 9.5, the following procedure will be observed. For this purpose, a "continuing grievance" is defined as a continuing course of conduct allegedly in violation of the Labor Agreement as opposed to a single isolated and completed transaction.

The period of retroactive wage adjustment shall not exceed thirty (30) calendar days prior to the date of filing such grievance in writing in the form and manner prescribed by Section 102.6 or 9.5, whichever is applicable, unless

And swe ore is uncontroverted proof that sometime prior to filing the grievance, as provided above, the grievant requested his or her supervisor to make the same correction, during the period of that continuing course of conduct, and a supervisor of grievant, who is authorized to make the correction, had declined to do so. The period of retroactive wage adjustment in this case (or an adjustment made pursuant to the provisions of Section 102.15 or 9.14) shall commence with the date it can be established that grievant made such request. In either event, however, if the request was made within thirty (30) calendar days of the day the alleged violation first occurred. the adjustment shall commence with the first day the violation occurred.

I: is further understood and agreed that this interpretation shall in no way limit Company's right to make further wage adjustments which result from unintentional or inadvertent errors which are not alleged to be a matter of law or interpresation of the Labor Agreements.

For Union Rould T. Westley
Its Business Hanger

For Company J. W. Conb.

Industrial Relations

Date Harel 17,