

REVIEW COMMITTEE

PG and E

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L.N. FOSS, SECRETARY

L.V. BROWN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Review Committee File No. 1279-73-63
Shasta Division Grievance No. D.Gr/C 13-73-1
Proper Classification During the Performance of
Routine Tasks at Pit No. 3

December 16, 1975

MR. A. E. HENDERSON, Chairman
Shasta Division
Joint Grievance Committee

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


The unresolved issue is one of the Company assigning the Roving Operator to work in a manned facility during his regular hours of work. The grievants, both First Operators, are requesting payment as if they had worked in place of the Roving Operator and Relief Operator claiming that Sections C 1-A and 3 C-1 of the Labor Agreement Clarification, Titles 202, 205 and 208, Utilization of Relief Shift Employees, dated November 1, 1967, gives them the contractual right to do so. This request would be a proper basis for settlement providing that the assignment in question was created by the absence of an operator assigned to the normal watch complement. However, the Joint Statement of Facts indicates that this was not the case in that the Roving Operator and Relief Operator were assigned as additional manpower to the day watch.

The record is not clear as to the actual work performed by the Roving Operator. The Joint Grievance Committee appears to be in disagreement as to whether the work in question was that of the First Operator classification or Second Operator classification. Furthermore, the Joint Grievance Committee is in disagreement as to the employees who normally perform the routine tests on automatic equipment at Pit No. 3 Powerhouse. Therefore, the respective positions relative to past practice is of little value in helping the Review Committee to resolve the issue at hand.


In view of the above, the Review Committee is not in a position to resolve the grievance. The Labor Agreement prohibits the granting of the correction asked for. However, if the Roving Operator was actually working as a First

Operator, he is entitled to the rate of pay of First Operator. If not, then he was working as a Second Operator, which is proper in that he would have been working in a classification that was next lower to his regular classification in his normal line of progression. As noted above, the Roving Operator was working his regular hours of work, which eliminates the problem of overtime call-out.

Once the Joint Grievance Committee has resolved the question of the Roving Operator's rate of pay for the days in question, the case should be resolved and the Review Committee notified of the Disposition.



L. V. BROWN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJBergman:rto

cc: FCMarks
IWBonbright
JAFairchild
PMatthew
Personnel Managers