

# REVIEW COMMITTEE

**PG and E**

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

**IBEW** 

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
NUT CREEK, CALIFORNIA 94596  
(415) 933-6060  
L.N. FOSS, SECRETARY

RECEIVED JAN 31 1979

D.J. BERGMAN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

Review Committee File No. 1445-78-12  
North Bay Division Grievance No. 4-456-78-19 (P-RC 359)  
East Bay Division Grievance No. 1-487-78-78  
(Fact Finding Committee No. 910-78-203)  
De Sabla Division Grievance No. 10-74-78-15 (P-RC 382)  
Marking and Locating Work, Fieldmen

January 24, 1979

MR. F. DeGENNARO, Chairman  
North Bay Division  
Joint Grievance Committee

MR. T. C. PHEBUS, Company Member  
East Bay Division  
Local Investigating Committee

MR. S. A. THOMAS, Union Member  
East Bay Division  
Local Investigating Committee

MR. R. A. COOK, Chairman  
De Sabla Division  
Joint Grievance Committee

The Review Committee has discussed the above-subject grievances and are returning them to the Joint Grievance Committees and Local Investigating Committee for settlement in accordance with the following:

The cases concern the alleged violation of Title 600, Exhibit VI, Job Definitions and Lines of Progression, Division Gas Department, when Fieldmen are assigned to mark and locate underground facilities for contractors. The unresolved issue centers around whether this type of assignment warrants the Fieldman rate of pay as opposed to the Fitter's rate of pay. The grievants are alleging that Title 600, Exhibit VI, Job Definitions and Lines of Progression, Division Gas Department, Note 1, to the Fitter Definition, provides that when employees are:

"... working with a contractor or others who are performing operations which could create a hazard to PG&E gas lines. In working in such assignments, his work could involve inspection of work being performed, locating and marking locations of pipes and preventing damage to pipelines by others performing such work."

In view of the above, the grievants allege that they should be paid at the Fitter rate of pay while performing this work. On the other

January 24, 1979

hand, the Division argues that the Fieldman Job Definition, Note A, allows for the Fieldman to locate and mark pipes.

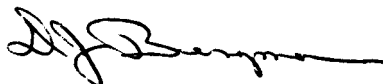
"The Fieldman's duties shall be performed as a part of a crew except for the following work under conditions herein stated:

A. Pipe location and leak surveys and investigations. ..."

This question is not new to the grievance procedure, and in reviewing these cases, the Review Committee realizes that the Job Definitions overlap and both classifications perform this type of work. Further, the Review Committee is aware of local settlements that have on one hand upheld the Union's position, and in others, the Company; and considering the various settlements along with the system practices, it is apparent to the Review Committee that the system practices have developed over the years to such a point that an interpretive decision by the Review Committee would do nothing more but create additional problems. The Company, by letter of March 22, 1978, tried to interpret the Job Definitions for system-wide application which, in effect, caused several more grievances on the system in view of the varied practices throughout the Divisions. In the opinion of the Review Committee, this type of problem is clearly one that should be resolved by collective bargaining, and to that end, the Committee agrees to submit the issue to the General Negotiating Committee for general bargaining at the expiration of the current Contract.

As to an interim solution, the Review Committee agrees that the practices established prior to Company's letter of March 22, 1978, be continued or where appropriate re-established, the grievance settlements reached locally adhered to, and in the case of H. Cox, Fitter, Concord, he be returned to his former job until such time as the issue is resolved in general negotiations.

These cases are considered closed on the basis of the foregoing and the adjustments provided herein and the closures should be so noted by the Committees.



D. J. BERGMAN, Chairman  
Review Committee



L. N. FOSS, Secretary  
Review Committee

DJB:rto

cc: RADraeger  
GFClifton, Jr.  
RDMullikin  
IWBonbright  
LVBrown  
FCBuchholz  
JBStoutamore  
Personnel Managers