# REVIEW COMMITTEE

306.1 P
613.1 P

**PG and E**

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

D.J. BERGMAN, CHAIRMAN

CASE CLOSED
LOGGED AND FILED
JUL 0 5 1984

RECEIVED JUN 2 9 1984

**IBEW**

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

## REVIEW COMMITTEE DECISION [RC 1514]

☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

General Construction Grievance No. 3-729-80-14 (RC 1493-80-19)
General Construction Grievance No. 3-763-80-48 (RC 1514-80-40)

On September 25, 1980, these two cases were referred to Ad Hoc negotiations for settlement.

The grievances arose when two employees in the Miscellaneous Equipment Operator A classification were demoted pursuant to Title 306 to Heavy Truck Drivers. The Union alleged that the two grievants should have been allowed to displace two employees with less seniority in the Special Driver classification thereby retaining their same rate of pay.

This issue was resolved on October 20, 1983, with the execution of letter agreement R1-82-101-PGE (copy attached; see also P-RC 704). The letter agreement, however, did not have retroactive application. Therefore, based on the Gas Department Lines of Progression negotiated by Company and Union that were in effect on the date of the complaint contained in Review Committee File Nos. 1493 and 1514, the Review Committee is in agreement that the grievants had no contractual right to displace the less senior Special Drivers.

These two cases are closed on the basis of the foregoing without adjustment.

FOR COMPANY:

N. L. Bryan
F. C. Buchholz
R. C. Taylor
L. V. Brown

By L V Brown

Date 6-22-84

FOR UNION:

P. Nickeson
F. Pedersen
A. Watson
R. W. Stalcup

By Roger Stalcup

Date 6/29/84

R1-82-101-PGE

R5

# PACIFIC GAS AND ELECTRIC COMPANY

PG&E 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

September 27, 1982

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, California 94596

Attention: Mr. Jack K. McNally, Business Manager
Re: Revision of General Construction Gas Line of Progression

Gentlemen:

In settlement of Pre-Review Committee File No. 704, the Company proposes the following revision of Footnote 1 to the General Construction Gas Line of Progression Letter Agreement, dated November 27, 1978, to be effective upon execution of this Agreement:

> "For demotion purposes only provided in Title 306 of the Agreement, an employee in the Wrapping Machine Operator, Tractor Operator A, Trencher Operator, Crane Operator, or Backhoe Operator classification who previously has held one or more of the other such classifications shall, as an alternative to demotion for lack of work, be permitted to displace that employee with the least Service among those employees in 1) the other such classifications which the displacing employee previously held, or 2) the other such classifications whose actual duties were previously performed by the displacing employee as regular assignments for a cumulative total of at least 30 workdays, provided such regular assignments can be verified by supervision. (Note: An employee in a Backhoe Operator classification will be able to displace a Trencher Operator only if the Backhoe Operator held the Trencher Operator classification subsequent to October 15, 1975, or performed the duties of a Trencher Operator as regular assignments for 30 workdays or more, provided such regular assignments can be verified by supervision.) Similarly, an employee in the Miscellaneous Equipment Operator A classification who previously has held the Special Driver classification or performed the duties of a Special Driver as regular assignments for 30 workdays or more (verified by supervision) shall, as an alternative to demotion, be permitted to displace that employee with the least Service among those employees in the Special Driver classification and

vice versa, and an employee in the Arc Welder classification who previously has held the Oxygen-Acetylene Welder classification or performed the duties of an Oxygen-Acetylene Welder as regular assignments for 30 workdays or more (verified by supervision) shall, as an alternative to demotion, be permitted to displace that employee with the least Service among those employees in the Oxygen-Acetylene Welder classification and vice versa.

"An employee will not be allowed to effect a displacement under these provisions if he is not qualified to hold the classification into which he elects to displace.

"Nothing in the foregoing is intended to imply that an employee may displace another employee who has more Service."

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Oct 20, 1982

By _____
Business Manager

306.2 P
613.1 P

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
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INTERNATIONAL BROTHERHOOD OF
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P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

CASE CLOSED NOV 23 1982
LOGGED AND FILED

☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

General Construction Grievance Nos. 3-925-81-29 and 3-1067-82-26
P-RC 704

October 22, 1982

MR. R. S. BAIN, Chairman
General Construction
Joint Grievance Committee

MRS. JAN CANNON, Chairman
General Construction
Joint Grievance Committee

Statement of the Grievance

Grievance No. 3-925-81-29 concerns the demotion, for lack of work, of a General Construction Backhoe Operator to Heavy Truck Driver. After being given the options provided for by Title 306, the grievant elected to demote and remain in his promotion/demotion area (Area 6) rather than displace a Backhoe Operator with less Company Service in another promotion/demotion area.

At the time of his demotion, a Trencher Operator with less Company Service was working in Area 6 but was not demoted. While the greivant has never held a Trencher Operator classification, it appears from the record that he was qualified to perform the duties assigned.

Grievance No. 3-1067-82-26 concerns the demotion, for lack of work, of two General Construction Backhoe Operators to Miscellaneous Equipment Operator A. As in the above case, both elected to demote and remain in the promotion/demotion area (Area 9).

Again, as in the above case, at the time of their demotion, a Trencher Operator with less Company Service was working in Area 9 but the grievants were not allowed to displace the junior Trencher Operator. In this case, both grievants had previously held the Trencher Operator classification.

The issue in this case concerns whether the grievants had a contractual right to displace the Trencher Operator.

Discussion

The Committee reviewed Letter Agreement 78-68, which was adopted on January 4, 1979 wherein Company and Union first established a formal Line of Progression for employees in the General Construction Gas Department. The

Committee further noted that the Line of Progression has been amended on two occasions since it was first adopted. In its examination of the three documents, the Committee noted that there has been no change in the equipment operator portion of the LOP.

During discussion, Union stated it has been a common practice for an employee classified in one of the five top equipment operator classifications (Backhoe Operator, Crane Operator, Trencher Operator, Tractor Operator A, Wrapping Machine Operator) to operate a piece of equipment which is properly the duty of one of the other four classifications, but without having his classification title changed to reflect the assignment. Union further argued that the LOP intended that employees in these five classifications be able to move laterally between the classifications, if qualified, in the application of both Titles 305 and 306.

Company did not agree that the LOP provided for such lateral movement between the subject classifications in the application of Title 306. Company agreed that there have been occasions when an employee in one of the five subject classifications did operate equipment which would properly require changing the classification where no change was made. Company stated, however, that this practice is contrary to instructions and that the situation is corrected when they become aware of an improperly classified employee. With respect to the intent of lateral movement in the LOP between the five classifications under application of Title 306, Company stated that there have been no such moves subsequent to the adoption of the LOP. Company stated that they were not in disagreement with the concept of such lateral moves but did not feel that the current language or the past practice provide a contractual right to such a move.

Decision

Based on the Lines of Progression negotiated by Union and Company, and in effect on the date of the complaint herein, the grievants did not have contractual rights to displace the Trencher Operator, notwithstanding the grievant's possible qualifications to hold the Trencher Operator classification.

However, because both Company and Union are in agreement to the concept of lateral movement between the five classifications, where the employee is qualified, a further amendment to the Lines of Progression has been agreed to. On October 20, 1982 the parties signed Letter Agreement R1-82-101-PGE which provides for such lateral movement. The Letter Agreement, however, does not provide for retroactive application.

On the basis of the above, this case is considered closed and should be so noted by the Joint Grievance Committee.

D. J. BERGMAN, Chairman
Review Committee

Roger Stalcup
R. W. STALCUP, Secretary
Review Committee

LVBrown(1165):ml/RWStalcup:rlm
cc: GSBates
LCBeanland
IWBonbright
FCBuchholz
DKLee
JBStoutamore
Division Personnel Managers