

**REVIEW COMMITTEE****PG and E****IBEW** 

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

**CASE CLOSED** MAR 15 1982  
**LOGGED AND FILED**

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

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

East Bay Division Grievance No. 1-1318-81-125  
 San Francisco Division Grievance No. 2-620-81-33  
 Stockton Division Grievance Nos. 16-170-81-9 and 16-179-81-18  
 Review Committee File No. 1530-81-14

Statement of the Case

The three grievances included in this case were filed by Union to protest the assignment of Incentive Installer work to the Reserve Gas Serviceman (RGS) classification. The Union cases contended that by definition an RGS is upgraded to Gas Serviceman unless working as a Fieldman or Field Meterman, and therefore, Company was required to pay the grievants as Gas Serviceman for all time spent installing water heater blankets and shower-flow restrictors.

Discussion

The temporary classification of Incentive Installer was established by Company pursuant to the provisions of Section 204.4 of the Physical Agreement. While the major portion of this temporary classification's work was to install insulated blankets around customer-owned water heaters and to install water-flow restrictors in shower heads, they were also trained to identify certain problems and potential hazards of gas water heaters. Review Committee Decision No. 1504-80-30 identified as appropriate this type of visual safety check.

In 1980 bargaining, both Company and Union agreed to discuss, at a future time, the restructuring of the wages and job duties of the RGS classification with the possible assimilation of the duties of the Incentive Installer. While this discussion was being held, some Incentive Installers transferred to other classifications. Because the work of this classification was temporary and was not scheduled to continue beyond June 1981, these employee transfers created an excess of pre-scheduled work in some areas.

Company argued that the RGS was "working down" in doing Incentive Installer's work. Union argued that the work was not a part of either the RGS or the Serviceman's classifications or within the Gas Service Department Lines of Progression. Union further argued that unless the RGS is doing the work of a Fieldman or of a Field Meterman he/she is entitled to upgrade to Gas Serviceman,

The Review Committee agreed that the installation of water heater blankets and shower-flow restrictors is not that of any agreed-to bargaining unit classification except Incentive Installer. The Committee also agreed that assigning the RGS classification to do this work and at the same time to correct service problems which were observed would be improper without benefit of upgrade to Serviceman.

While Company stated that there was no attempt to expand the job duties of the RGS classification without bargaining, the Union restated its position in prior cases, that Company may not assign employees to perform work which is that of a different line of progression under normal circumstances.

Decision

On the basis of the above discussion, and because this Incentive Installer work was a temporary project no longer being funded under a CPUC order, the Review Committee agrees that work of this lower-paid classification had to be completed and that utilizing the employees in the RGS classification, some of who were previous Incentive Installers, was appropriate at that time. The Committee further agreed that if this work is again available in the future, Company and Union will determine through mutual agreement the appropriate classification and wage rate.

In reviewing these cases, it was noted that in the East Bay grievance, the work hours of the RGS were changed. The Local Investigating Committee is to determine when the RGS were involved in performing the Incentive Installer work and compensate them for the change in schedule in accordance with the Labor Agreement Clarification, Title 202, Hours dated April 1, 1965 or Section 208.1 of the Physical Agreement whichever is appropriate. The Joint Statement of Facts in the San Francisco and Stockton cases make no reference to the schedule worked, however, the Local Investigating Committees should determine if there was a schedule change and make adjustments if necessary.

These cases are closed.

FOR COMPANY:

- L. C. Beanland
- F. C. Buchholz
- J. B. Stoutamore
- D. J. Bergman

By *[Signature]*

Date 3-11-82

FOR UNION:

- G. W. Abrahamson
- W. H. Burr
- P. Pelucca
- R. W. Stalcup

By *[Signature: Roger Stalcup]*

Date 3/11/82

**PG and E**

**FOR INTRA - COMPANY USES**

DIVISION OR  
DEPARTMENT  
FILE NO.  
RE LETTER OF  
SUBJECT

STOCKTON - Personnel  
741.5

Grievance No. 16-170-81-9 & 16-179-81-18

Follow-up:			FHG
IWB	INDUSTRIAL RELATIONS		RRD
LVB			DMS
DJB	APR 1 1982		RLS
PEP			MML
PNL	SEE FILE	REPLY FOR REYSIGN	LDB
MAS	FYI	FOR YOUR RECOMM.	FILE
		HANDLE	LSC

RECEIVED APR - 7 1982

March 31, 1982

MR. I. W. BONBRIGHT:

Attention: Mr. D. J. Bergman

At the direction of ~~RC~~ 1530-81-14, the Local Investigating Committee investigated the hours of work of Reserve Gas Servicemen doing Incentive Installer work and reached the attached decision.

*Daryl G. Collins*  
DARYL G. COLLINS J.D.

JSDeMartini(65-234):jr

Attachment

LOCAL INVESTIGATING COMMITTEE SUPPLEMENTAL REPORT  
Grievance No. 16-170-81-9 & 16-179-81-18  
Review Committee File No. 1530-81-14  
STOCKTON DIVISION

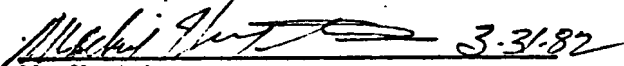
At the direction of the Review Committee's findings on the above referenced grievances, an investigation was made into the hours of work of the Reserve Gas Servicemen doing incentive installer work. It was determined their hours were changed from 8/12 12:30 - 4:30 to 8:30 - 12, 12:30 to 5:00.

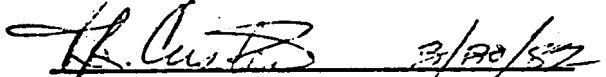
Grievants were properly notified of the change in hours of work. Pursuant to Labor Agreement Clarification, Title 202, Hours, dated April 1, 1965, grievants are entitled to pay at the overtime rate for work performed outside their regular work hours for the first four days of the assignment. The assignments began as follows:

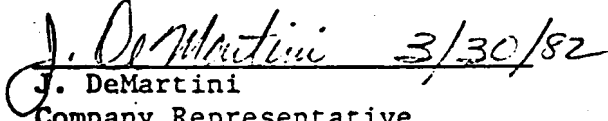
John Charles Gaffney	5/26/81
Michael T. Sakaguchi	5/26/81
Ernie A. Mello	3/30/81
Steven M. Cooper	3/30/81

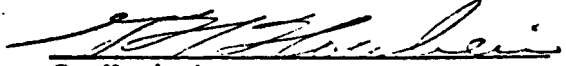
Grievants will be reimbursed for four 1/2 hour time periods at the 1/2 time rate.

On the basis of the foregoing, these grievances are considered closed.

  
M. Harrington  
Union Representative

  
D. Custer  
Union Representative

  
J. DeMartini  
Company Representative

  
G. Houbein  
Company Representative