



REVIEW COMMITTEE



IBEW

PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

RECEIVED
NOV. 19, 1998
CASE CLOSED
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Material & Fleet Grievance No. GSV-97-03
Pre-Review Committee No. 2159

REVIEW COMMITTEE CASE NO. 1821

VONCILLE WILLIAMS
Company Members
Local Investigating Committee

LULA WASHINGTON
Union Members
Local Investigating Committee

Subject of the Grievance

This case concerns the hiring wage rate of a Materials Handler, Fremont.

Facts of the Case

The grievant was hired as a Materials Handler, probationary on January 13, 1997. She had more than one year of previous experience as a Materials Handler through the Hiring Hall and a prior period of employment. Immediately prior to her rehire in Fremont, she worked as a HH Materials Handler-Experienced, from January 30, 1996 to the date of hire. She was paid at the two year wage rate which is the top of the wage schedule. She resigned from the Hiring Hall and she resigned from the prior period of employment.

After accepting the probationary position, the grievant asked her supervisor if her salary was negotiable. The supervisor talked with an HR Advisor and was told that the grievant could be hired at an above entry rate but it was not recommended that she be hired above the six month step. The supervisor then agreed to hire the grievant at the six month step.

About six weeks after hire, the Payroll Department informed the supervisor that it was inappropriate to hire above entry and the grievant's wage rate was reduced to the beginning step. After further discussion, she was not required to repay the overage.

The grievant passed Course 1 of the Materials Department Training Program on March 20, 1998. The Job Definitions and Lines of Progression book has the note:

"...The Materials Handler must also complete Course One of the Materials Training Course (MTC) and pass each module with a grade of at least 70% in order to move from 12 month step of Materials Handler to 18 month step of Materials Handler."

Discussion

Union's position is that an agent of the Company committed the six month wage rate to the grievant and therefore, it was inappropriate to reduce her rate.

Company opined that the provisions of Section 106.3(e) do not allow giving credit for wage placement for prior periods of employment after a break in service. It states:

"An employee who is rehired after a break in Service shall be treated as a new employee for all purposes, and Service and compensation before the break in Service shall not be recognized for any purpose under any provisions of this Agreement."

A review of records of people hired after working in the same classification through the Hiring Hall indicated that most employees hired into Title 200 classifications started at the entry rate. There were no other Materials Handlers hired above entry. For Title 300 hires, there was a much greater frequency of hiring at above entry rate.

The Review Committee also discussed the Clerical Agreement which has the same Status language as Section 106.3(e) and has other language that specifically allows above entry hire for certain classifications and work experience. Company cited this in support of its position that unless otherwise specified, hires are to be at the entry rate.

The Union responded that the language of Section 106.3(e) applies to Title 300 classifications as well as Title 200 and that it has not prohibited hiring above entry for Title 300. The Union opined that the contract does not prohibit nor obligate the Company from hiring above entry.

DECISION

The Review Committee agrees that the hire rate of new employees is within the exclusive control of management.

Based on the specific factual situation in this case, that is, an agent of the Company did agree to hire the grievant at the above entry rate, the Review Committee agrees that the grievant should be immediately placed at the 24 month step and retroactively compensated for lost wages between March 1, 1997, and the date she is placed at the 2 year step. However, the Review Committee also agrees that the grievant was not entitled to begin receiving the 18 month step until March 20, 1998.

This case is closed based on the foregoing and the adjustment contained herein.

For the Company:

Margaret A. Short
Ernie Boutte
Kenneth E. Lewis
Michele A. Silva

By: Margaret Short
Date: 11/19/98

For the Union:

Roger W. Stalcup
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Roger Stalcup
Date: 11/19/98