

**PG and E**

**FOR INTRA - COMPANY USES**

RECEIVED

DEC 11 1974

L.U. 1245 I.B.E.W.

DIVISION OR DEPARTMENT INDUSTRIAL RELATIONS

FILE NO. 741.5

RE LETTER OF

SUBJECT Shasta Division Grievance No. 13-74-8  
Bypass of Apprentice Equipment Mechanic to Equipment Mechanic  
P-RC 107

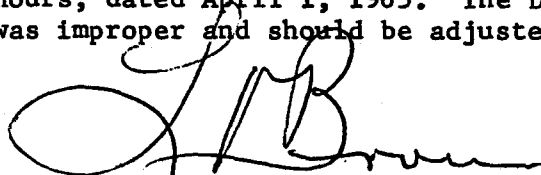
December 4, 1974

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

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

The Joint Statement of Facts indicates that the Joint Grievance Committee discussed the grievance on August 13, 1974, and at that time referred the case to the Review Committee. However, the grievance was not received by the Review Committee until October 15, 1974. It is evident that the mandatory time limits provided for in Section 102.11 of the Physical Agreement have not been adhered to and for that reason the Review Committee will not pursue the matter further.

The Pre-Review Committee is of the opinion that a comment relative to the unresolved issue is in order so the Joint Grievance Committee can attempt to reach a settlement in the case. The right of the grievant to the upgrade during the period of July 1 through July 12 has been answered in prior Review Committee decisions, specifically Review Committee Decision No. 13, where it established the principle that when the filling of a temporary vacancy which involves a change of hours and is for a period of less than one week, the senior eligible employee need not be given consideration for the upgrade. It appears to the Pre-Review Committee that, based on the actual time worked by Mr. Shannon, this was the case and for that reason the grievant does not have a bona fide grievance. However, it is evident that Mr. Shannon was transferred from one regular set of hours to another which did not involve an upgrade in his normal Line of Progression. With that being the case, Mr. Shannon was entitled to the overtime rate of pay for all work performed outside of his regular hours for the first four days of the assignment as provided for in the Labor Agreement Clarification, Title 202 - Hours, dated April 1, 1965. The Division's handling of Mr. Shannon's time card was improper and should be adjusted to reflect what actually happened.

  
L. V. BROWN, Chairman  
Review Committee

DJBergman:pmh

cc: FCMarks  
IWBonbright  
MLMoore  
LNFoss, IBEW