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REVIEW COMMITTEE



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

CASE CLOSED DEC 16 1983
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

RECEIVED DEC 16 1983

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Stockton Division Grievance No. 16-281-83-24
P-RC 891

MR. D. G. COLLINS, Company Member
Stockton Division
Local Investigating Committee

MR. M. HARRINGTON, Union Member
Stockton Division
Local Investigating 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, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Facts of the Case

This grievance concerns an employee's right to upgrades while involved on a job siting experiment. On May 4, 1983, a job sign-up sheet was posted in the Stockton Service Center for a job in Manteca scheduled to begin May 11, 1983. Volunteers were requested for one Light Crew Foreman, two Equipment Operators, and one Helper position. The grievant, a Fieldman in Stockton, signed the list volunteering for the assignment. Two Equipment Operators also volunteered for the assignment, but one of them was ineligible as he lived too far from the job site. Therefore, the grievant was selected for one of the Equipment Operator's assignment. The Manteca job began as scheduled on May 11, 1983; but for the first three days of the job, only one backhoe was available. The grievant did not report to the job site until May 16, 1983, the date a second backhoe was available. The grievant worked as an Equipment Operator and was paid as such on May 16, 17 and 18. On May 18, the other Equipment Operator was absent; and his backhoe was sent to a job in Stockton. On May 19, the other Equipment Operator returned; but his backhoe was not yet back from Stockton and he was given the grievant's backhoe for the day. The grievant, in reporting for work in Manteca on May 19, did not have a backhoe to operate and, therefore, worked and was paid for the day as a Fieldman. It was also learned that, on May 19, an employee junior to the grievant was upgraded to Equipment Operator in Stockton.


Discussion

The Union opined that the Company made an implied commitment to use the grievant as an Equipment Operator for each day spent working at the Manteca job and, therefore, is obligated to pay him as such for the day he worked as a Fieldman, May 19, 1983. The Union also pointed out that even though an employee volunteers and is assigned to a job siting project, that he is entitled to consideration for all upgrade assignments he misses at his regularly assigned headquarters. The Company opined that there was no implied commitment to use the

grievant as an Equipment Operator for each day he spent on the Manteca job siting experiment. The Company also pointed out that even if the grievant had been returned to the Stockton headquarters on May 19, he would have had no contractual right to the upgrade as it was determined by the Local Investigating Committee on June 15, 1983 that he was not a valid prebidder, as he had no bid on file, nor did he possess a Class I Driver's License. The Committee also discussed the normal practice regarding upgrading physical employees on a temporary basis and agreed that under normal circumstances that an employee is upgraded only for the period of time spent performing the job duties of a higher paid classification which is at least two hours in duration unless the employee had been placed on a payroll change tag for a specific period of time.

Decision

The Committee agreed that there was no prior agreement between the Company and Union regarding the upgrading of employees while working on a job siting experiment. Lacking any prior agreement, the Committee agreed that the employee is not entitled to the Equipment Operator rate of pay for the days he was not operating the equipment. Inasmuch as the grievant did not have a prebid on file, the question of the temporary upgrade in the Stockton headquarters is moot. This case is settled without adjustment on the basis of the foregoing and should be so noted by the Local Investigating Committee.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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