



# REVIEW COMMITTEE

305.4  
306.9 - Length of  
temporary upgrade

AUG 30 1989

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
215 MARKET STREET, ROOM 916  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 973-1125

**CASE CLOSED  
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

RECEIVED AUG 25 1989

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

General Construction Grievance 3-1875-88-112  
P-RC 1341

August 23, 1989

BYRON TOMLINSON, Chairman  
General Construction  
Joint Grievance Committee

BARRY HUMPHREY, Chairman  
General Construction  
Joint Grievance Committee

Subject of the Grievance: Company allegedly upgraded a Truck Driver to Line Truck Driver in excess of 20 consecutive workdays in violation of Section 305.4 of the Agreement.

Facts of the Case:

The grievant was hired on May 23, 1983 and has been a Truck Driver since April 11, 1986.

On September 19, 20, and 21, 1988, the grievant was temporarily upgraded to Line Truck Driver. On September 20, another Line Truck Driver on the crew was placed on the Workers' Compensation Payroll. The grievant was on vacation September 22, 23, 28, 29, and 30, and worked as a Line Truck Driver on September 26 and 27. After returning from vacation on October 3, the grievant remained upgraded to Line Truck Driver and another Line Truck Driver was assigned to the crew. On November 7, 1988, the grievant returned to the Truck Driver classification. The regularly assigned Line Truck Driver remained off work and on the Compensation Payroll through the end of the year.

Discussion:

The Company stated that contract Section 305.4(c) states that "temporary upgrades normally are limited to 20 consecutive workdays, but may extend beyond 20 consecutive workdays when an employee is upgraded to replace one or more employees who are absent from work." Company contended that the grievant was upgraded for that purpose even though the grievant was not notified specifically or placed in the position with a payroll change tag. Further, Company pointed out that the grievant knew that the Line Truck Driver was on Workers' Compensation and that he was, in fact, assigned the absent employee's vehicle. The Company did not know how long the absent Line Truck Driver would be off work.

August 23, 1989

Union pointed out that the grievant could not have been upgraded in relief for the absent Line Truck Driver since he was demoted back to Truck Driver prior to absent employee's return to work. Further, the Union contends that had the Company properly prepared a tag that showed the grievant was upgraded in relief of the absent employee, no violation would have occurred. Union contends that Company's action with regard to not granting the rate and in utilizing 305.4(c) after the 20 consecutive workdays had elapsed was the Company's attempt to circumvent the contract.

Union further noted that had the grievant actually and properly been temporarily upgraded for the absent employee, as the Company contends, he should have been paid at the Line Truck Driver rate according to Subsection 111.9(c) of the contract for his vacation days. A review of payroll records indicate he was paid his regular classification.

Settlement:

The Committee discussed the case at length and agreed that the grievant was temporarily upgraded in violation of 305.4(c). In settlement of the case, the Committee agreed to give 306.9 consideration in progression back to Line Truck Driver to the grievant effective the date of the decision.

Based on the foregoing, the case is closed and such closure should be noted in the Joint Grievance Committee minutes.



DAVID J. BERGMAN, Chairman  
Review Committee



ROGER W. STALCUP, Secretary  
Review Committee

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