



## REVIEW COMMITTEE

2.1 Recognition.  
How contract provisions apply to BU empl. upgraded to NBU positions.

**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) 933-6080  
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED NOV 30 1989

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1869-88-106  
P-RC 1364

BYRON TOMLINSON, Chairman  
General Construction  
Joint Grievance Committee

BARRY HUMPHREY, Chairman  
General Construction  
Joint Grievance Committee

### Subject of the Grievance

Company allegedly not providing contractual provisions to bargaining unit employees temporarily upgraded to non-bargaining unit classifications.

### Facts of the Case

General Construction has bargaining unit employees upgraded to non-bargaining unit classifications. The Company and Union agreed that it was appropriate that Union dues be withheld. However, the Local Investigating Committee (LIC) could not agree whether other contract provisions such as meals, overtime or per diem should apply to these individuals.


### Discussion and Settlement

The Company opined that since the assignment to non-bargaining unit classifications is voluntary, the duties performed are not within the jurisdiction of the contract, that contractual provisions should not apply to these situations. Union opined that these temporarily upgraded employees continue to maintain Union membership and, therefore, the contract provision should apply.

The Committee reviewed the following Fact Finding Case Nos. 3946-87-170, 3137-84-233, 2935-84-31, 2250-82-86 and 2974-84-70.

After further discussion of these cases and the case at hand, the Committee agreed that wages, meals, per diem, and overtime were not subject to the contractual provisions and, therefore, not a proper subject for the grievance procedure. The parties did agree that under certain circumstances, discipline would be grievable as noted in Fact Finding Committee Case No. 3946-87-170.

Based on the foregoing, this case is closed without adjustment and such closure should be so noted in the minutes of the Joint Grievance Committee.

  
DAVID J. BERGMAN, Chairman  
Review Committee

  
ROGER W. STALCUP, Secretary  
Review Committee

RLBolf(2-5665):mc