

Clerical 13.7 -
Grievant misinformed about
wage rate in conjunction
w/ transfer between LOP.



REVIEW COMMITTEE

IBEW



JAN 25 1993

**CASE CLOSED
LOGGED AND FILED**

RECEIVED JAN 22 1993

PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

De Anza Division Grievance No. DEA-91-21
P-RC 1622

GREG HOLMES, Company Member
De Anza Division
Local Investigating Committee

DENNIS SEYFER, Union Member
De Anza Division
Local Investigating Committee

Subject of the Grievance:

This case concerns a Service Representative who transferred lines of progression based on incorrect guidance from her Human Resources Department that she would receive the top wage rate of an Operating Clerk when awarded that position.

Facts of the Case:

The grievant was initially awarded a Service Representative position in Mission Trail Region in 1980. In 1987 she was displaced from New Business to a Service Representative in the ACDS Section. In 1990 she asked the local Human Resources Department how her wages would be affected if she changed lines of progression. Human Resources correctly advised her that she would have to transfer to a Utility Clerk, but misinformed her that once she was placed as an Operating Clerk she would receive the top wage rate of that classification.

The grievant accepted a transfer to Utility Clerk, Operating on June 3, 1991. After accepting the transfer, she was again told by the local Human Resources Department that once she was awarded an Operating Clerk position, she would go to the top wage rate.

On June 17, 1991 the grievant was temporarily upgraded to Operating Clerk and received the top wage rate of an Operating Clerk during her temporary assignment. On October 2, 1991 she was awarded a regular assignment as an Operating Clerk in Cupertino. Two days after accepting this regular assignment, her pay rate was reduced.

On April 15, 1992 the Company offered to allow the grievant to return to her previous Service Representative position at the top wage rate she was receiving prior to her transfer to Utility Clerk. The grievant declined the opportunity to return to a Service Representative position.

Discussion:

The Union opined that the grievant accepted the transfer to a Utility Clerk based on incorrect information provided by an agent of the Company. The Union believes that the grievant should receive the top wage rate of an Operating Clerk since upgraded into this position and continuing through her current assignment.

While the Company regrets that the grievant was given incorrect information, the Company maintains that all employees have a responsibility to read and familiarize themselves with the Union contract. While an agent of the Company erred in giving the grievant incorrect information, the grievant must share the responsibility for this error.

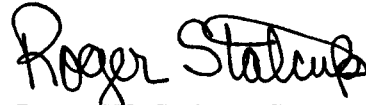
Decision:

The Pre-Review Committee agreed to an equity settlement of paying the grievant the difference between the rate she received and the top wage rate of an Operating Clerk from the date of her initial upgrade (June 17, 1991) until the date she was given an opportunity to return to her Service Representative position (April 15, 1992). From that date forward she shall receive the contractually appropriate rate of pay. The grievant will also be offered a final opportunity to return to her Service Representative position.

This case is closed on the basis of the above and without precedent or prejudice to the position of either party.



David J. Bergman, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee

Date 1-18-93

Date 1/18/93