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MEMO from
Roger Stalcup

February 18, 1997
(510) 933-6060, ext 311

TO: ALL STAFF WITH PG&E ASSIGNMENT

RE: PRC 2069

The attached case was settled, finding no violation of the agreement. A former Title 200 electric department employee who displaced into Title 300 gas department Utility Worker was subsequently promoted to GC Fieldman, Gas Department. When promoted to Fieldman on 4/27/94, he was placed at the beginning wage step. Fieldman is a 2 year, 5 step classification in GC. He was "bypassed" to an MEO position on 3/9/95. The grievant progressed to the top wage step on 4/27/96. Because he was not "at the top rate of pay in the classification next lower in the normal LOP to the one in which the vacancy exists...", he was not considered for promotion to the MEO position. Based on the language in Section 305.5, there is no "bypass".

Of particular interest in this case, however, is documentation of a different application with slightly different facts.

Two other former Title 200 employees who displaced to Title 300 Utility Worker and were subsequently promoted to GC Fieldman were promoted to MEO without being in the Fieldman classification for a time period sufficient to progress from entry level to top level step (which is how "top rate of pay" is defined in Title 200 and Clerical Agreement applications). The difference is that these other two employees were previously Fieldman in Division (Title 200) before displacing to GC as Utility Workers. When promoted to GC Fieldman, they were initially placed at the beginning wage step, but as a result of intervention by the Union, Company agreed that the time worked as a Title 200 Fieldman counts toward progressing through the wage steps for Title 300 GC Fieldman. As a result, these two employees were retroactively accelerated to the top rate of pay of Fieldman a few months after being placed in the classification. Inasmuch as "top rate of pay" is NOT defined in Title 300 and being in the classification long enough to have progressed, they both acquired contractual rights to promotion to MEO as soon as they were granted the top wage rate.

I believe there may be other former Title 200 employees around GC who should receive the same consideration when promoted within GC (where they have previously held a classification in Title 200 that is comparable to the classification promoted to in Title 300).

305.5; 613.1: For contractual consideration for promotion, an employee must be receiving the top rate of pay for classification next lower in LOP - grievant was not at top rate of pay - was not bypassed.



REVIEW COMMITTEE

IBEW



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RECEIVED FEB 13 1997

CASE CLOSED
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
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WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

East Bay Grievance No. OAK-95-36
Fact Finding File No. 6293
Pre-Review Committee Case No. 2069

KRISTI FOX
Company Member
Local Investigating Committee

LULA WASHINGTON
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the filling of a Miscellaneous Equipment Operator (MEO) position in the GC Gas Department, Title 300. The grievance alleges an improper bypass of a GC Fieldman, Gas.

Facts of the Case

The grievant was hired May 15, 1978 as a Division Groundman, Title 200. He progressed to T&D Driver in 1983 and continued to work in that classification for a total of approximately nine years. He worked for two years as an Electric T&D Field Clerk. All of his Division time was in the Electric Department.

Effective March 14, 1994, he was displaced into a GC Utility Worker position. On April 27, 1994 he became a GC Fieldman, Gas, at the beginning wage step. Fieldman is a two year progression to the top of the rate. The grievant reached the top wage step on April 27, 1996.

While the Joint Statement of Facts does not give the specific date the MEO was filled, the grievance alleging bypass was filed March 9, 1995.

DECISION

The grievant was not bypassed and no violation of the agreement occurred.
This case is closed without adjustment.

Margaret A. Short

Margaret A. Short, Chairman
Review Committee

2/12/97

Date

Roger Stalcup

Roger W. Stalcup, Secretary
Review Committee

2/12/97

Date