

REVIEW COMMITTEE DECISION

R. C. FILE NUMBER 152.

EAST BAY DIVISION GRIEVANCE NO. 103 - Job Duties of Instrument Repair Helper

SUBJECT OF GRIEVANCE

An Instrument Repair Helper at Martinez Power Plant was assigned the duty of assisting technical department personnel. His work consisted of taking fuel oil tank strappings and other gauge and meter readings under the direction of the technical men. The grievance claimed the employee was performing the job of an Apprentice Instrument Repairman. The Division denied this, claiming that the work performed by the employee was within the definition of the Helper classification.

The definition of the Helper classification, which is listed under "General" in the job definitions negotiated for Division Steam Generating Departments, is as follows:

"Helper

An employee whose principal duties consist of semi-skilled work such as helper for a journeyman or apprentice, including the use of hand tools under direction and work in a boiler cleaning crew. In addition, he may be required, under direction, to use portable power tools for cleaning purposes or other work not requiring precision."

STATEMENT AND DECISION

The foregoing definition indicates that the principal duties of the employee in the classification consist of semiskilled work in the form of assisting an employee in a higher classification. Such assistance as a "helper" may be given to employees in journeyman or apprentice classifications as well as to employees in technical classifications, provided that the work performed by the helper is semiskilled in nature and is properly supervised.

In the instant case there is a dispute as to the duties performed by the employee being other than semiskilled duties. There is also an argument between the Division and the Union at the local level concerning the degree of supervision given to the employee who assisted the technical men. For example, it was agreed that the Helper worked five hours without supervision and was therefore entitled to the apprentice wage rate for such work but as to the balance of the time, three hours, there was disagreement between the parties concerning supervision of the work. Without establishing precedent or going into the merits of either argument presented concerning the grievance, it is decided, in order to clear this case from the files, that payment should be made to the employee for the full eight hour period at the apprentice rate.

FOR UNION:

Robert D. Bevers
J. E. Gibbs, Jr.
L. L. Mitchell

By L. L. Mitchell

Date Oct 14, 1957

FOR COMPANY:

E. F. Sibley
C. L. Yager
V. J. Thompson

By V. J. Thompson

Date September 10, 1957