

REVIEW COMMITTEE DECISION

Review Committee File No. 1072
San Jose Division Grievance No. D.Gr/C 8-71-4

Subject of the Grievance

Briefly, the record before the Review Committee indicates that the employee held the classification of Serviceman prior to October 1, 1970. On that date, he was awarded a Relief Service Operator position in San Jose and then, a month later, on November 3, he was awarded a Gas Serviceman position, also in the San Jose headquarters. Prior to his appointment to the Relief Service Operator position, the employee was paid at the one-year step of Gas Serviceman, and on November 3 when he was reawarded a Gas Serviceman position, he was returned to the same wage step.

The correction sought by the Union is that "Company pay the Grievant, as provided by the Agreement, at the proper rate."

Discussion

As admitted by the correction asked for by the Union, a solution to this grievance rests in the application of the Physical Labor Agreement. With respect to the proper wage rate to be paid upon the appointment to a vacancy, three sections of the contract are involved. The first, Section 204.5, applies to employees who are assigned to a classification having a higher wage rate than the top rate of pay in the classification from which the employee is leaving, and the second and third concern Subsections 204.6(a) and (b). Section 204.5 is not applicable in that the Service Operator wage range is higher than that provided for Serviceman. Neither of the latter two sections are applicable here in that Subsection (a) concerns appointments to beginner's classifications, which this is not, and (b) applies in the situation when the employee is receiving a rate of pay the same or higher than the maximum rate of pay established for the classification to which he is being appointed, which also is not the case here.

In this case, then, the Company's determination to return the employee to the last wage step that he occupied before his appointment to Service Operator is not in violation of the Labor Agreement. When viewing the short period of time in which he occupied the Service Operator classification, we do not believe it is inequitable to return the grievant to his previous wage step as Gas Serviceman. However, for the purposes of this decision, inasmuch as the Gas Serviceman classification is in the Line of Progression to Service Operator, we believe that it is proper that the employee's time as a Service Operator be added to the period of time required to qualify him for advancement within the wage progression of Gas Serviceman.

Decision

For the reasons given above, the grievance cannot be sustained. However, as explained in the discussion, the employee's entitlement to a progressive wage increase from Gas Serviceman 1-year step to the 18-month step shall include the time worked as Service Operator.

FOR UNION:

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By

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8-20-71

FOR COMPANY:

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