

COPY

INDUSTRIAL RELATIONS
741.5

Review Committee File No. 1339-74-8
San Joaquin Division Grievance No. D.Gr/C 25-74-1
Bidding Preference of G.C. Bidder to Apprentice Electrician

April 18, 1974

MR. A. O. CLARK, Chairman
San Joaquin Division
Joint Grievance Committee

The above-subject grievance has been reviewed by the Review Committee and is being returned to the Division for settlement in accordance with the following:

The record indicates that the primary issue is whether the Division's interpretation of Section 205.2(b) of the Agreement and the Labor Agreement interpretation dated January 24, 1968, is correct. Taken literally, the Division's application was proper. However, neither the sections nor the interpretation were intended to permit the bypass of employees bidding on a vacancy in their same classification. As a result of this case, the intent has now been firmly established by Company's letter of January 22, 1974, (attached) and will avoid future situations such as this.

In view of the foregoing, the bypass of the grievant will stand. However, the Review Committee agrees that the grievant should be given preferential consideration, notwithstanding the provisions of Title 205, to the next Apprentice Electrician vacancy in the Fresno headquarters.

L. V. BROWN

L. V. BROWN, Chairman
Review Committee

DJBergman:mt

Attachment

cc: EEFoley
IWBonbright
JAFairchild
PMatthew
Personnel Managers
LNFoss, IBEW

PG&E**FOR INTRA-COMPANY USES**DIVISION OR
DEPARTMENT

INDUSTRIAL RELATIONS

FILE NO.

741.1

RE LETTER OF

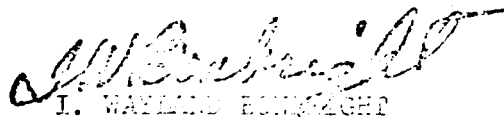
SUBJECT

Interpretation of the Phrase "At the Top Rate of Pay of the Next
Lower Classification"

January 22, 1974

MESSRS. G. N. SCOURKES	R. H. TAYLOR
J. L. MacDONALD	J. KINDER
T. J. SHAPP	D. S. COINER
D. P. WILBUR	A. M. KEZER
R. F. PAPE	M. L. MOORE
W. J. EDDY	D. G. COLLINS
E. A. PETERLE	W. K. SNYDER
	D. L. KENNADY

In order to assure uniform application, the January 24, 1968 letter agreement which defines the phrase "at the top rate of pay of the next lower classification" should no longer be applied to situations where an employee is bidding on a vacancy in the same classification to which he is presently assigned.



I. WAYLAND BOUSH

KHAnderson:rto

cc: JJWilder, IBEM

LABOR AGREEMENT INTERPRETATION

SUBJECT: Definition of the phrase "at the top rate of pay of the next lower classification" as referred to in the Physical Agreement

TITLE 205 - JOB BIDDING AND PROMOTION - Physical Agreement

TITLE 600 - LINES OF PROGRESSION - Physical Agreement

For the purpose of clarification, the "top rate of pay of the next lower classification" is defined as the top wage rate of that classification which has the lowest maximum wage rate of the group of classifications combined and indicated as the next lower to any particular higher classification.

Attached is a copy of Page 6 of Exhibit VI-L, Title 600, which shows the Lines of Progression to Apprentice Lineman. Any employee in a classification listed on either side, in the "next lower classifications", or the "same or higher classifications", who is receiving a rate of pay equal or higher than the top wage rate of Groundman, which in this grouping is the lowest classification, would be considered as being at the top rate of pay under the provisions of Title 205.

To be entitled to preferential consideration under ^(T.M.) Subsection 205.7(b) or (c), except as otherwise provided in Subsection 205.2(b) or any applicable apprenticeship agreement, an employee receiving the "top rate of pay of the next lower classification" as defined above must have worked in such listed "next lower classifications", or the "same or higher classifications" for a period of time equal to or greater than the time required to progress from the starting wage rate to the top wage rate for that "next lower classification" having the lowest maximum wage rate.

In the attached example, the time period would be one year for the Groundman classification as it is the classification with the lowest maximum wage rate of the group of classifications shown as the next lower.

For Union s/Ronald T. Weakley
Its Business Manager

For Company s/V. J. Thompson
Its Manager of
Industrial Relations

Date January 24, 1968