

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
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 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

CASE CLOSED SEP 24 1981
LOGGED AND FILED

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

REVIEW COMMITTEE DECISION

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

VP&Comptroller's Department Grievance No. 22-147-80-16
 Review Committee File No. 1506-80-32

Subject of the Grievance

This grievance concerns whether or not the classifications of Data Entry Operator (DEO) and of Computer Operator-in-Training (COIT) in the Computer Operations Department (COD) are included in the 1980 Clerical Agreement provision which specifies that employees classified as Clerk D or its equivalent will retain their wage rate rather than be reclassified to Utility Clerk if transferring laterally within their line of progression.

Facts of the Case

On March 31, 1980 the grievant transferred from COD where she was employed as a DEO at \$338.40/week to V.P.&Comptrollers with the expectation that she would not be reduced in pay for such transfer. The Company subsequently issued a payroll change tag reclassifying the grievant as a Utility Clerk at \$271.80/week.

The 1980 Clerical Agreement, which was ratified on January 31, 1980, provided that "employees classified as Clerk D and equivalent...who transfer laterally in their same line of progression...will retain their Clerk D or equivalent status until such time as they vacate the Clerk D or equivalent status".

During the period of January 1, 1980 to March 17, 1980, four DEO's were allowed to transfer from COD to V.P. & Comptrollers at the Clerk D rate of pay. When the alleged error was noticed, the Company elected to let the rate of pay stand because of assurances made by local supervision to the transferees that they would not be reduced in pay for such transfers.

Discussion

The Review Committee's discussion focused on the meaning of the word "equivalent" as it was used in the 1980 Clerical settlement. The Company's members asserted that equivalent means having an identical wage structure to Clerk D. Inasmuch as neither the COIT's or the DEO's rate of pay is identical to that of the Clerk D, the Company's members held that there was not equivalency established and that COIT's and DEO's were not included in the transfer provisions of the Clerical settlement.

The Union's members maintained that the 1979 letters of agreement which established the DEO and COIT classifications also implied that the classifications

were equivalent to Clerk D. Further, that there was no question about these two classifications being in the same line of progression as V.P.&Comptrollers, and that four employees had been allowed to transfer as Clerk D after the effective date of the 1980 Clerical Agreement.

Also discussed was a previous offer of settlement in this case which had been made by Company. That offer would extend the disputed transfer protection to any DEO's and COIT's who were in those classifications on the ratification date of the 1980 Clerical Agreement and who were on the payroll at a wage rate greater than the top rate of pay for Clerk D. This offer would protect the transfer rights of approximately 124 out of 184 employees classified as DEO. However, no COIT would be effected by this offer. Because of the automatic progression from COIT to Computer Operator there are no employees currently classified as COIT who on 1-1-80 were at a rate higher than Clerk D and who have remained in the DEO classification.

Decision

The Review Committee was unable to reach an agreement on the factors in dispute in this case. It was decided that an equity settlement would be established. Therefore, it is the decision of this Committee that any Data Entry Operator or Computer Operator-in-Training who on January 31, 1980 and before was at a wage rate greater than the Clerk D top rate of pay (\$288/week) may transfer to V.P.&Comptrollers at the Clerk D wage rate.


This case is considered closed.

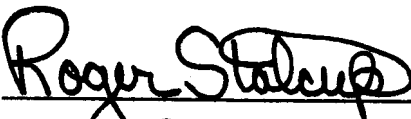
FOR COMPANY:

- L. C. Beanland
- F. C. Buchholz
- J. B. Stoutamore
- D. J. Bergman

FOR UNION:

- G. W. Abrahamson
- W. H. Burr
- P. Pelucca
- R. W. Stalcup

By 
 Date 9-22-81

By 
 Date 9-22-81