



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
375 N. WIGET LANE, SUITE 130  
WALNUT CREEK, CA 94598  
(408) 282-7464

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

### **Review Committee No. 25063 Gas Operations – Gas T&D – Auburn**

Brenda Legge  
Company Member  
Local Investigating Committee

Kyle Whitman  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the appropriate rate of pay for the Grievant who accepted a Title 200 Apprentice Fitter-Arc position under the provisions of Letter Agreement No. 14-35 (later superseded by LA 19-16).

#### Facts of the Cases

The Grievant entered into the Apprentice Fitter-Arc program in September 2018. His wage rate upon reporting was maintained at his prior Gas T&D Equipment Operator rate. In April 2019, following a company audit, the wage rate was corrected to the six month step of the Apprentice Fitter in accordance with Section 204.7 (a). He continued to receive a CDL Premium in addition to the above rates.

The Company maintained the reduction in his rate was in compliance with the language of LA 14-35 which stated:

A Title 200 Fieldperson, Title 300 Construction Operator-GC Gas or an employee in a classification higher in the Line of Progression who formerly held the classification of Fieldperson, who is the successful bidder on a vacancy in the Apprentice Fitter-Arc classification will be placed at their current progression step. An employee who enters the Apprentice Fitter-Arc classification after January 1, 2014 will be required to complete the entire 36-month apprentice training program pursuant to Letter Agreement 14-22.

Prior to holding a Gas T&D Equipment Operator, the Grievant held classifications in the GC Gas Line of Progression including Sr. Construction Operator-GC Gas and Fieldperson-GC. Of note in this case is Letter Agreement No. 14-39 which combined Fieldperson – GC Gas and Miscellaneous Equipment Operator-Gas into the Construction Operator-GC classification. The Grievant did not previously hold the Title 200 Fieldperson classification.

Discussion

The Company and Union noted that the prior language Letter Agreement 01-19 was clear and specific that the higher wage placement for an Apprentice Fitter was based upon holding a Title 200 Fieldperson prior to accepting the position.

However, in 2014, the parties significantly revised the lines of progressions for Gas T&D as well as for GC Gas. In researching the history of those negotiations, the Committee noted that while there was discussion related consideration of the Fieldperson-GC Gas into the Apprentice Fitter wage placement criteria, it was not added to the provisions of LA 14-35.

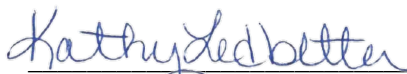
Decision

The Company and Union agreed to clarify the language of Letter Agreement No. 19-16 on a going forward basis. Specifically, any bidder who first meets the criteria of the wage placement by holding a Title 200 Fieldperson, Title 300 Construction Operator, or an employee higher in the line of progression who formerly held the classification of either Title 200 Fieldperson or Title 300 Fieldperson-GC Gas will be placed at their current progression step. This clarification is to be included in any future update to LA No. 19-16.

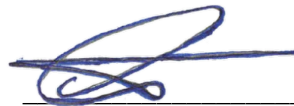
Accordingly, the Company will adjust the wage rate for the Grievant in this case based upon the clarification above retroactive to the change in April, 2019.

This case is to be considered closed based on the above.

**For the Company:**

 10/14/2020  
Kathy Ledbetter, Chairperson      Date  
Review Committee

**For the Union:**

 10/13/2020  
Lloyd Cargo, Secretary      Date  
Review Committee