



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

**Review Committee Number 25083
Gas Operations – GC Gas – Clovis**

Deborah Harper
Company Member
Local Investigating Committee

Graciela Clark
Union Member
Local Investigating Committee

Subject of the Grievance

This grievance concerned the wage placement of a Service Representative (represented by the IBEW Clerical Agreement) to a General Construction Gas Utility Worker classification represented by the IBEW Physical Agreement. Upon receiving a bid to the Title 300 GC Gas Utility Worker position, the grievant was placed at the beginning wage rate.

Facts of the Case

The Grievant was the successful bidder to a Title 300 GC Gas Utility Worker position and then reported to the position in May 2019. Upon reporting, she was placed at the entry level step of the GC Gas Utility Worker position of \$31.52 per hour This was a decrease from her Service Representative rate of \$42.90 per hour.

The IBEW Physical Agreement is divided into parts. The second part is designated as applying to “**REGION OR GENERAL OFFICE DEPARTMENT EMPLOYEES**”. The third part is designated as applying to “**GENERAL CONSTRUCTION EMPLOYEES ONLY**”. There are provisions in both sections for Wages – Section 204 and Section 304. Specifically, Section 304.1 addresses the wage placement of employees bidding/transferring into General Construction classifications.

IBEW Clerical employees were provided bidding rights to Title 300 positions on a temporary basis with the implementation of Letter Agreement No. 18-10.

Discussion

The Union opined that the language of the IBEW Physical Labor Agreement, Section 204.6 (c) should be applied to this situation it was intended to cover the wage placement of employees bidding from the IBEW Clerical Agreement to the IBEW Physical Agreement. If placed under those provisions, the Grievant would have been placed at a wage rate commensurate to her prior Service Representative rate.

The Company maintained that the provisions of Section 204.6 (c) do not apply in this case as the section specifically speaks to "Region" employees and not to those in the General Construction (Title 300) positions. Further, there are no provisions contained within Section 304.1 that provide for wage placement of employees outside of GC and into entry level positions. Accordingly, the company has placed employees either bidding or placed through an unrestricted placement process from IBEW Clerical represented classifications into the GC entry level rate.

Decision

The Review Committee noted that while the parties have previously negotiated the bidding rights of employees in the IBEW Clerical Agreement into Title 300 (Part III) covered positions, there have been no negotiations as to the wage placement of those employees.


Given the facts of this case, the Review Committee agreed that the language of Section 204.6 (c) does not apply in this case. Further, absent specific language on wage placement, the company's application of the starting rate in this case is not a violation of the agreement.

This case should be considered closed based on the above.

For the Company:

For the Union:

Kathy Ledbetter, Chairperson Date
Review Committee



Lloyd Cargo, Secretary 10/14/2020
Review Committee Date