



REVIEW COMMITTEE



ARBITRATION NO. 349

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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VACAVILLE, CALIFORNIA 94696
(707) 452-2700

ROBIN WIX, CHAIRPERSON

KIT STICE, SECRETARY

Review Committee Number 23753 Gas Operation-Gas T&D- Modesto

Deborah Harper
Company Member
Local Investigating Committee

John Mendoza
Union Member
Local Investigating Committee

Grievance 23753 had been referred to Arbitration as Arbitration Case No. 349 and is being returned to the Review Committee for settlement prior to Arbitration.

Subject of the Grievance

This case involves the alleged bypass of a Title 200 Fieldperson to Apprentice Gas Control Technician.

Facts of the Case

The Grievant held the classification of Utility Worker in Gas T&D from 4/8/2013 to 10/8/2015. While holding this classification he was upgraded to Fieldperson via daily timecards for a total of 3,265 hours. Effective 10/9/2015, the Grievant was awarded a bid to Fieldperson on a regular basis and in accordance with Section 204.5 was placed at the 12-month wage step.

Subsequently, based on his wage step placement for the Fieldperson position, the electronic bid system reflected that the Grievant was a "B" bidder for an Apprentice Gas Control Technician vacancy. He was offered the bid on 6/10/2016 however, that same day, the Centralized Job Bidding Team determined that the Grievant should have been a "D" bidder as he did not have 12 months in the line of progression and therefore the job offer was rescinded.

Discussion

The Union stated that the Grievant was entitled to preferential consideration under Section 205.7 to the vacancy in accordance with the top rate of pay language in the Physical Agreement, Section 205.21. The language states, "...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 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". The Union argued that the time spent in the temporary upgrades counted as time worked for this purpose.

The Company argued that time spent performing work in an upgraded classification has contractual language to support its use in determining the appropriate rate of pay when awarded the classification on a regular basis but does not count as *time in position* for regular promotion under Section 205.7. The Company further stated that the Centralized Job Bidding Team has never used temporary upgrade time for the purposes of determining bid eligibility and length of time in the line of progression.

The Committee reviewed P-RC 2115. In this case, the Company referred to a letter of interpretation dated December 4, 1968, which states in part, "Under no circumstances will he accrue time worked in a temporary classification as classification seniority for bidding purpose," the Union opined, "the length of the upgrade violated the spirit and intent of the December 4, 1968 letter" and "it was not either party's intent that upgrades would be beyond a reasonable period of time." The case was closed as there was no bypass involved and the bid status was adjusted because of a mistake by the bid team.

Decision

The Committee agrees that the resolution to this issue requires the Company to comply with Section 205.3(c) and the Union, when necessary, ensure such compliance.

As noted in the discussion above, the Review Committee considered Section 205.3(c), which states, "***Except in limited circumstances where the requirement is justified, temporary vacancies shall only be filled by employees who have qualified for such promotion in the same manner as would be required if the employee were to fill the job vacancy on a permanent basis.***" The Committee recommends that local supervisors ensure that such temporary upgrades comply with this section of the Agreement.

To ensure compliance with the Agreement, the Committee recommends the Union address these issues locally and request temporary upgrade documentation from the Company when necessary.

After many discussions regarding this matter, and based on the above, this case is closed without further adjustment.

FOR THE COMPANY:

Robin Wix 12-31-19
Robin Wix, Chairperson Date
Review Committee

FOR THE UNION:

Kit Stice 12.31.2019
Kit Stice, Secretary Date
Review Committee