

REVIEW COMMITTEE

PG and E

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L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

General Construction Grievance Nos. 3-75-110, 3-3-76-3,
3-7-76-7, 3-18-76-18, 3-35-76-35, 3-36-76-36, 3-43-76-43,
3-42-76-42 and 3-90-76-90
P-RC 262, 264, 265, 266, 267, 268, 269, 279 and 280

March 30, 1977

MR. C. GORDON SPARROWE, Chairman
General Construction
Joint Grievance Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned to the Joint Grievance Committee for further discussion, information, and in some cases, for settlement in accordance with the following:

Grievance No. 3-75-110 (P-RC 262)

The Joint Statement of Facts does not indicate the appropriate promotion and demotion area of Messrs. Amstutz, Hilmer and Funk as well as what options were given to each employee relative to their pending demotions. Therefore, the Review Committee will need this information before a settlement can be reached. As to the question of Mr. Amstutz bumping into a Subforeman A while more senior employees were being demoted from Subforeman A to Cable Splicer, this was an improper application of Title 306 of the Agreement. The Joint Grievance Committee should reconstruct the demotions, giving the grievants the option of retaining their classification and then demoting Mr. Amstutz.

Grievance No. 3-3-76-3 (P-RC 264)

The Pre-Review Committee agrees that Title 306 - Demotion and Layoff Procedure, of the Agreement, contemplates that when employees are demoted, it affects a displacement of another employee. However, in the case at hand, the Subforeman A was demoted to a Welder classification without actually displacing an employee. The grievants, notwithstanding qualifications, are alleging that they should have been awarded the job considering the fact that they have more service than the demoted Subforeman. The Department's application of Title 306 appears to be synonymous with Title 206 inasmuch as the demotion and layoff procedure takes precedence over the job bidding and promotion procedure. If this has been the practice, and it is our understanding that it has been, the demotion of the Subforeman A was proper. Also, it has been brought to our attention that the demoted employee in question is no longer working for the Company, and the problem, at this time, does not exist. As to the application of this Title, the General Negotiating Committee is currently discussing this subject, and any change in the practice will result from their efforts and not the Grievance Procedure.

Grievance No. 3-7-76-7 (P-RC 265)

The issue concerns whether the grievant was entitled to Class A Residence status on January 7, 1976, notwithstanding the fact that the grievance was not received by the Review Committee until November 1976. The Joint Statement of Facts indicates that on January 7, 1976, the grievant was not entitled to claim his dependent inasmuch as the dependent had not lived with the grievant during his entire taxable year. With this being the case, the grievance should be closed without adjustment.

Grievance No. 3-18-76-18 (P-RC 266)

The grievance concerns whether a demoted exempt Foreman is required, pursuant to Subsection 4.1(b) of the Agreement to pay agency fees as a result of being returned to the bargaining unit. The Department is alleging that the promotion of this employee from Working Foreman A to Foreman on December 1, 1974, was temporary and, therefore, is not subject to provisions of the Labor Agreement. After reviewing the records, including the payroll change tags, it was determined that the assignment of the Working Foreman A was temporary, and the Pre-Review Committee is of the opinion that he is not subject to the provisions of Title 4 of the Agreement.

Grievance No. 3-35-76-35 (P-RC 267)

The issue concerns the grievant alleging that he is entitled to the bonus sick leave provisions of the Agreement as provided for in Subsections 112.3(a), (b), (c) and (d) of the Agreement. At the time this Subsection was negotiated, the grievant was not qualified for the bonus sick leave and subsequently has not qualified. The grievant is alleging that prior to January 1, 1974, he had qualified and is entitled to bonus provisions of the current Agreement. The Pre-Review Committee is in agreement that Subsection 112.3(d) was effective January 1, 1974, and an employee either had to qualify at that time or subsequently qualify in order to receive the bonus. Therefore, the grievance should be closed without adjustment.

Grievance No. 3-36-76-36 (P-RC 268)

The Pre-Review Committee re-examined the facts surrounding Review Committee Case No. 1341, and after considerable discussion, conclude that Item 6, Article 2, of the search procedure at Diablo Canyon Power Plant applies to General Construction employees.

Grievance No. 3-43-76-43 (P-RC 269)

The question concerns the rate of pay of the grievants who, at the time, were Helpers while, as a part of a crew, were installing reinforcement steel on the face of Spaulding Dam preparatory to pouring concrete for a new dam face. The Pre-Review Committee is of the opinion that the Helper classification is inappropriate, and even though the Metalman classification was not necessarily established for this type of work, it appears to be the appropriate classification in this case, and, therefore, the grievants are entitled to be paid pursuant to Title 304 at the Metalman rate of pay.

Grievance No. 3-42-76-42 (P-RC 279)

The Joint Statement of Facts contains a disagreement as to the grievant's understanding of when they were to stop work -- supervision claiming that they were given adequate notice that 4:00 PM was quitting time, and on the other hand, the grievants alleging that they were not informed that they were to quit work at 4:00 PM, which resulted in them leaving the Power Plant sometime between 4:40 PM and 4:45 PM. In view of the disagreement and apparent misunderstandings at the Plant, the Pre-Review Committee agrees that the employees did work enough to qualify for 15 minutes overtime and should be so compensated. However, supervision should make the hours of work clear, and the employees are expected to follow the procedure unless otherwise instructed.

Grievance No. 3-90-76-90 (P-RC 280)

The Joint Statement of Facts indicates that the grievant was paid in full for the two-week period of military training that is at issue in the grievance. However, as to the issue of pay for military training being grievable, the Pre-Review Committee is of the opinion that it is a proper subject for the Grievance Procedure in view of Title 107 of the Physical Labor Agreement.



D. J. BERGMAN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJB:rto

cc: CHSedam
IWBonbright
LVBrown
Personnel Managers