

ESC Local 20-PG&E Grievance Settlement

Review Committee Case 924 – Nuclear Planner Upgrades (Grievance# 22034)

Subject of the Grievance

On March 25, 2013 the Union filed grievance alleging that the Company was in violation of subsection 15.3(a) by refusing to pay temporary upgrade pay to certain nuclear planners while upgraded to Senior Nuclear Planner during a planned outage.

Facts of the Case

The difference in pay from the maximum rate of Nuclear Planner to the maximum of Senior Nuclear Planner is 5%. The Company's practice was to upgrade all Nuclear Planners to Senior Nuclear Planner during outages, paying a 2.5% upgrade premium per section 15.3.a. However, the Company's current practice is to upgrade employees based on the performance of the duties of a higher classification with a higher maximum wage rate. A number of Nuclear Planners were already paid above the maximum rate for Nuclear Planner, and a small number above the maximum rate for Senior Nuclear Planner, due to the "gold circling" originally agreed to in LOAs 08-01 and 10-28. These gold circled employees' pay plus the 2.5% premium would have been above the maximum rate for Senior Nuclear Planner.

Discussion

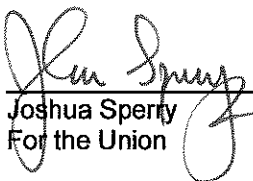
The Union originally asserted that employees in weekly classifications who are upgraded to a weekly classification with a higher maximum rate of pay shall be paid at the bottom of the rate of the higher classification or 2.5% whichever is greater, and that this applied even to employees "gold circled" above the rate of the higher classification.

The Company acknowledges the upgrade and pay requirements of Section 15.3 but argued that pay ranges were negotiated for ESC represented classifications in Exhibit A. Those ranges contained in Exhibit A include maximums. The Company argued that in cases where employees were above the maximum range for the higher classification or granting an increase would result in a rate of pay above the maximum range for the higher classification, that the increase was not appropriate and that in no cases, outside of an explicit written agreement with the Union, should employees be paid above the maximum range for the classification they are working in.

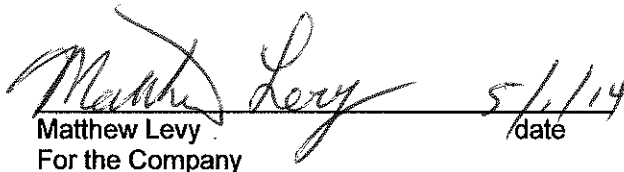
Disposition

The Company and the Union agree that, absent an explicit agreement between the parties, employees on temporary upgrade per Section 15.3 will not be paid above the maximum range of the classification they are upgraded into.

This is agreed upon as a complete settlement of the Union's grievance referenced above.


Joshua Sperry
For the Union

5/1/14
date


Matthew Levy
For the Company

5/1/14
date