



Utility Workers Union of America, Local 132

1155 Amelia Ave, Glendora, CA 91740

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Another Arbitration Win for Local 132!

Recently, Local 132 won another arbitration for the membership. This case involves pay progression. Per section 4.1(D)(c) of the CBA, "If the employee is in pay progression in his regular classification, his or her first increase following assignment to the new classification shall be effective on the date of his or her next scheduled increase in his or her former regular classification."

In the case at hand, the employee was hired as a Construction Technician (CT) on 11/23/20. Because he was hired on November 23, his pay increases would be on a November / May six month rotation until he earned top pay at grade 4. He later earned a bid for an Energy Technician – Distribution (ETD) position and completed training on 2/5/22. His next pay increase after assignment as an ETD came on 8/5/22. According to the language of the CBA, because he did not reach his maximum pay as a CT, he should have continued on the November / May rotation even after assignment as an ETD. As such, his next pay increase, due to the verbiage in Section 4.1(D)(c), was due to him on 5/20/22, 11 weeks earlier.

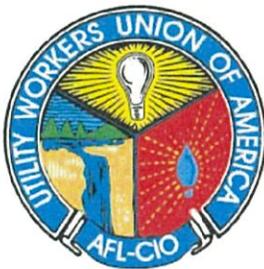
The Award from the Arbitrator reads:

1. The Company violated the CBA by not timely paying the Grievant his pay progression increases as required by Section 4.1(D)(c) and other relevant provision of the CBA.
2. The remedy is that the Grievance is sustained, the Company is ordered to cease and desist from violating the CBA, and the Grievant shall be made whole. The make-whole remedy shall include, but not necessarily be limited to, making the Grievant's pay progression increases retroactive to May 2022, November 2022, and May 2023, respectively, with appropriate interest.
3. The Parties are hereby directed to meet and confer as to the particulars of the make-whole remedy. In the event of any dispute over the particulars, this Board shall retain jurisdiction to resolve such dispute for up to one (1) year from the date of this Award.

We are in the process of setting up a meeting with the Company to discuss the remedy and how it will affect other employees. This is not an isolated issue. We recognize it happens frequently, such as an ETR-A moving to ETR and want to make sure this is being handled correctly.

I have attached a timeline to provide a visual example of how this will look. If you have any questions, please reach out.

Regards,
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Actual

11/23/20 Date of Hire / Starting Wage (CT = \$35.71)
01/01/21 Annual General Wage Increase (CT = \$36.78)
05/22/21 1st 6 month pay increase (CT = \$38.61)
09/10/21 Winning Bid for ETD
11/18/21 2nd 6 month pay increase (CT = \$39.39)
12/21/21 Pay Adjustment (91 days after acceptance of ETD bid \$41.50)
01/01/22 Annual General Wage Increase & ETD move to pay grade 6 = \$46.16
02/05/22 Assignment to ETD position at Base (\$46.16)
08/05/22 2nd 6 month pay increase (ETD = \$47.06)
01/01/23 Annual General Wage Increase (ETD = \$48.47, 2nd 6 month progression)
02/01/23 3rd 6 month pay increase (ETD = \$49.44)
07/31/23 Final 6 month pay increase (ETD = \$50.41)
01/01/24 Annual General Wage Increase (ETD = \$52.05)

Corrected Timeline per CBA

05/20/22 2nd 6 month increase (ETD = \$47.06)
11/18/22 3rd 6 month increase (ETD = \$48.00)
01/01/23 Annual General Wage Increase (ETD = \$49.44)
05/20/23 Standard 6 month increase (ETD = \$50.41)
01/01/24 Annual General Wage Increase (ETD = \$52.05)

CT = Construction Tech (Pay Grade 4)

ETD = Energy Technician Distribution (Pay Grade 5, then Pay Grade 6 January 2022)