

January 20, 2016

IBEW LOCAL 1245 v. PG&E (Grievant)

INTERIM FINDINGS & ORDER

- 1) CBA SECTION 206.15 covering demotions, except for lack of work, is *permissive* in nature, and allows employee placement by PG&E to a vacant lower classification (HQ, Demotion Area, Region). Practice suggests that employees were often placed by the Employer in the past—but the rule is not mandatory per CBA.
- 2) The application of this rule to Apprentices is not expressly covered by CBA language. Apprentices are included with all employees, but don't clearly have "lower classifications" in which to move.
- 3) It appears that the Employer has historically placed most demoted employees, even apprentices. But in 2011-2012, PG&E developed a 30-day "reasonable" time frame for employees to secure a new position.
- 4) The 30-Day Rule has *not been consistently applied*, and depends on the circumstances of each case. The Rule in essence is vague and impossible for employees or the Union to apply. (See ER Ex 6 and testimony of R. Wix). PG&E Closing Brief acknowledges that the rule varies from case to case. Moreover, this is a critical term and condition of employment (how long an existing employee has to find a job with the Employer once demoted) and it does not appear that the bargaining parties left it to the discretion of management to create a time limit simply because none is referenced in the CBA. The parties knew how to set time

limits when they wanted to: see Grievance Procedure (Several 30-day and 15-day time limits are set there). Section 206.15 sets no time limits, and it appears that none was intended by the bargaining parties.

5) Grievant washed out of the Apprentice System Operator Training Program. The JATC issued its decision removing and demoting the Grievant on 7/23/13. On 7/29/13, the Grievant was advised to find a position with the Employer within the next 30 days. On 8/19/13, the Grievant was informed that the Employer had found a temporary position as a TI 300 Installer, which required that Grievant report to the San Ramon facility for training.

6) The training went very poorly for the Grievant—he missed days, hardly participated, spent time of the phone. But the fault, while clearly Grievant's in part, also rests with PG&E. The training made it very difficult for Grievant to continue to try and secure a longer term position. And the fact that the TI 300 Installer position would only last for a few weeks meant that he had to find another position if he wanted to remain a PG&E employee. He did not secure another job and also failed to succeed with the training opportunity. On 9/3/13, he was terminated for failing to find a position with PG&E within the allotted time limits.

7) With a vague and improperly imposed time limit to find a job, the Grievant was placed in an unjust position, notwithstanding his poor approach to the T-300 Installer training class.

8) The parties are directed to meet and attempt to settle the following issue:
Reinstating Grievant and allowing him to find a position with PG&E in accordance with Section 206.15 as interpreted here. There shall be a workable

arrangement for the demoted and removed apprentice to seek employment, which gives *clear guidance* to all about how the process should work, time limits, persons to play a role in the process, etc.

9) If the parties are unable to reach agreement on these matters within 30 days from the date of this document, the Arbitrator will issue a final Award & Decision addressing the issues raised here.

IT IS SO ORDERED

A handwritten signature in black ink, appearing to be 'R. Hirsch', written in a cursive style.

Robert M Hirsch, Arbitrator



**Pacific Gas and
Electric Company**

LETTER AGREEMENT NO. 16-13-PGE

IBEW



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ROBERT JOGA
SENIOR DIRECTOR AND CHIEF NEGOTIATOR

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TOM DALZELL
BUSINESS MANAGER

April 5, 2016

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company and Union (the "parties") met on February 16, 2016, to discuss revisions to Section 206.15 of the Agreement. The parties agreed to make revisions to Section 206.15 as follows:

206.15 DEMOTION OF UNIT EMPLOYEE

- a) An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in such employee's headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs, the employee may be (1) demoted to a vacancy in a lower classification in the Demotion Area in which he/she is employed; or (2) if no such vacancy occurs, the employee may be demoted to a vacancy in a lower classification in the ***Demotion Unit*** in which he/she is employed; ***or (3) if no such vacancy occurs, the employee may be demoted to a vacancy in a lower classification on a system-wide basis including all entry level vacancies***, which the employee is qualified to fill. If this section is applied, an employee shall be demoted to a vacancy in the first successively lower classification which the employee is qualified to fill. ***(Amended 04/05/16)***
- b) By written agreement between the Company and the Union, an employee may be placed into a vacancy created by the Company.
- c) ***In the event an employee is demoted and is not placed in a vacancy as described in Section 206.15 (a) or (b) above, the Company shall provide the employee with a list of unrestricted IBEW represented vacancies within the Company system-wide that, if qualified, the employee shall be required to apply for. The employee shall also be required pursuant to Title 205 to submit bids and transfers to positions for which the employee is qualified. For the purposes of qualification***

under this Section, the employee will be allowed a reduced retest period for completing required testing, in accordance with the current Demotion and Layoff Employee Handbook (last revised March 9, 2009).

- d) *In the application of Section 206.15 (c), employees shall be provided 60 calendar days from the date the list of vacancies is provided to the employee to secure a position that he/she is qualified to fill. During this 60-day period, the employee shall continue to be paid the same base rate of pay in effect when the employee was given notice of demotion. Upon the employee's request to the Company during the 60-day period, he/she shall receive assistance from the Company human resources or recruitment representative(s) with any questions and concerns regarding the bid and/or job placement process. By mutual agreement, the Company and Union may extend the 60-day period.*
- e) *In such cases where an employee does not secure a position as outlined in (a), (b), and (c) above, the employee may be administratively laid off and shall be provided rehire rights pursuant to Section 206.13, however will not be eligible for severance under Exhibit XIV.*

If at any time an employee is offered a position under the provisions of this section in which he/she is qualified to fill and declines the offer, the employee will be deemed to have resigned from the Company. Exceptions may be granted by mutual agreement between the Company and the Union.

This agreement will be incorporated during the next revision to the Physical Collective Bargaining Agreement.

This agreement has been discussed with Senior Assistant Business Manager Joe Osterlund, Assistant Business Manager Kit Stice, and IBEW 1245 Staff Attorney Alex Pacheco.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 

Robert Joga
Senior Director and Chief Negotiator

The Union is in agreement.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

April 14th, 2016

By: 

Tom Dalzell
Business Manager