



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
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CLAIRE IANDOLI, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 23875 Electric Operations-Electric M&C– Oakdale

Monica Oakes
Company Member
Local Investigating Committee

Lloyd Cargo
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the selection of an M&C Coordinator in the Work and Resource Department who had inferior pre-bid rights (a "C" bidder) as compared to Grievant who had "B" rights.

Facts of the Case

Letter of Agreement (LOA) 10-15 provides a process for the selection of M&C Coordinators. Pursuant to the process outlined in LOA 10-15, "...qualified bidders will undergo skills assessment and be interviewed by the Company. Both the skills assessment and interview will be considered in determining a qualified bidders ability and qualifications for purposes of 205.14."

The LOA also provides a "provisional period" for M&C Coordinators which states, "After three months as an M&C Coordinator, the Company will determine if an M&C Coordinator is able to develop the skills or aptitude (i.e., SAP, interpersonal, communications, job coordination) needed to perform as a coordinator. If not, the Company has discretion to release the employee back to his/her previous classification and headquarters. At any time during the three month period, an employee may choose to return to his previous classification and headquarters."

Contract Section 205.14(a) provides, "In making an appointment to fill a job vacancy involving personal contact with the public, or a technical classification, or a classification in which an employee must exercise supervisory duties, Company shall consider bids of employees

submitted as herein provided, but Company may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications.”

Company conducted an assessment and interviewed 5 candidates including Grievant. The Grievant had the lowest combined cumulative score of all the candidates interviewed and was not selected for the position.

During the pendency of this case, Grievant acted in a temporary capacity for approximately two months as an M&C Coordinator and his Superintendent confirmed that he did a “good job”. During a second temporary assignment as an M&C Coordinator, Grievant voluntarily elected to return to his previous classification and headquarters.

Discussion

The Union argued that the Company violated the contract by awarding the position to an employee who was headquartered outside of Oakdale’s bidding unit and the Company deviated from its past practice of only considering “B” Bidders (not “C” Bidders) when implementing LOA 10-15.

The Company argued based upon 205.14, the Company may place candidates into vacancies based upon abilities and personal qualifications as determined by the Company. The Grievant scored considerably lower during the assessment and interview than the successful candidate who had 11 months prior experience as an M&C Coordinator. Several precedent setting decisions, including RC 22529, PRC 22732 and PRC 22690 all support the Company’s decision under Section 205.14.

Decision

The Committee discussed this case at length and agreed that since Grievant had done a “good job” during a temporary assignment as an M&C Coordinator, he should be given an opportunity to perform the work of an M&C Coordinator on a regular basis. Therefore, effective August 1, 2017, Grievant shall be placed into the position at the Oakdale headquarters and the provisional provisions in LOA 10-15 shall apply (i.e., Company has the discretion to release employee back to his previous classification and headquarters if he is unable to develop the skills or aptitude for the job or Grievant elects voluntarily to return to his previous classification and headquarters.) Nothing more shall be required of the Company should one of those conditions occur. This grievance is considered closed without prejudice or precedent.

For the Company:

Claire Iandoli
Rod Williams
Tanya Moniz-Witten
Chris Zenner

For the Union:

Kit Stice
Robert Mohler
Karen Russell
Andrew West

Claire Iandoli 7.19.17
Claire Iandoli, Chairman Date
Review Committee

Kit Stice 7-19-17
Kit Stice, Secretary Date
Review Committee