



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

RECEIVED by LU 1245
FEB. 7, 2002

**CASE CLOSED
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

Pre-Review Committee Nos. 12489, 12491, 12527

Jo Ann Pittman
Company Member
Local Investigating Committee

Kit Stice
Union Member
Local Investigating Committee

Subject of the Grievance

These grievances originated from three headquarters in North Valley and allege that the Company is using Title 300 Fleet employees to perform Title 200 fleet work, in lieu of backfilling Title 200 Fleet positions.

Facts of the Case

The three headquarters are all reporting locations for Title 200 and Title 300 Fleet employees. Each case contained information regarding staffing levels for both T200 and T300 fleet employees at the headquarters for the past several years. Also included was information concerning the type and amount of equipment, as well as, the percentages of time that each employee spent working on either T200 or T300 equipment.

Discussion

In reviewing the data, the Union opined that increasingly T300 employees were performing work on Title 200 equipment, in lieu of filling T200 vacancies. The Union believes this is a violation of the intent of the language in Letter Agreement R2-96-107, paragraph C-2, which states that, "In general, the Title 300 employees will support the Title 300 work force and the Title 200 employees will support the Title 200 work force. But either group can perform work on any Company vehicle or piece of equipment." Union believes the current assignment of the work is not consistent with the intent of this language.

The Company concluded that absent specific information to the contrary, it would appear that work assignments are dependent on conditions at the time, and that the Company is prudently managing resources to accomplish work and maintain job security. Additionally, the Company noted the job security provisions of Letter Agreement R2-96-107, paragraph A-1, regarding the obligation to maintain a vehicle to employee ratio of 35:1, is intact.

Decision

The parties agreed that whenever vacancies occur in either T200 or T300 Fleet, an evaluation should be made as to whether or not the position needs to be filled, and if so, whether it should be filled as a T200 position or a T300 position, keeping in mind the commitments reached in paragraphs A-1 and C-2 of Letter Agreement R2-96-107.

The Committee agreed to close them without adjustment. Union will be monitoring and reserves the right to grieve this issue again in the future.

Margaret Short

Margaret A. Short, Chairman
Review Committee

2/7/02
Date

Sam A. Tamimi

Sam Tamimi, Secretary
Review Committee

2-07-02
Date