



PACIFIC GAS AND ELECTRIC COMPANY
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MARGARET A. SHORT, CHAIRMAN

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

REVIEW COMMITTEE

RECEIVED by LU 1245
 DEC. 11, 2001

**CASE CLOSED
 FILED & LOGGED**



INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
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 SALIM A. TAMIMI, SECRETARY

**ARBITRATION CASE NOS. 243, 244, & 251
 REVIEW COMMITTEE FILE NOS. 11882, 11952, & 11420**

Voncille Williams
 Janette Wolf
 Kristi Patterson
 Company Members
 Local Investigating Committee

Debbie Mazzanti
 Union Member
 Local Investigating Committee

Subject of the Grievance

These cases concern work jurisdiction associated with copying and/or preparing printed materials for use by various organizations within the company. These cases were all discussed at length at various steps of the grievance procedure and were referred to arbitration. Prior to the scheduled hearing date the parties were able to reach agreement, detailed as follows in this Review Committee Decision.

Facts of the Case

Reprographics (Arb. 243/RC 11882) - G.O. This grievance was filed May 7, 1998 as a Business Manager's grievance (IR/IBEW-98-03). Union alleged: "By proposed LA 98-15 the Company indicated an intent to contract work that is within the jurisdiction of the bargaining unit, pursuant to Subsection 2.1 of the Agreement. Work performed by Reprographics in support of any department or section of Company is bargaining unit work subject to the provisions of the Agreement. Local 1245 believes such contracting will violate the provisions of Section 24.5 of the Agreement as well as Arb. Case #128." Prior to the LIC, a committee of a supervisor and a Reprographics Operator selected by the Union met and developed a list of all work performed or contracted through Reprographics. The list was divided into three categories: work actively performed; work that hasn't been performed but could be; and work that cannot be performed. This matrix, as revised at an October 11, 2001 meeting of the arbitration board, forms the basis for the resolution of this case. Prior to referral of this case to arbitration, an Ad Hoc committee was formed. That committee met several times culminating in an offer by Company that was very similar to the decision outlined below.

The LIC determined that the volume of work in Reprographics has been declining for many years resulting in elimination of a third shift without protest in 1987, attrition of vacancies, and a loaning of employees to other departments. The decline in work in large part can be attributed to technological advances such as, the advent of electronic communications, desktop publishing, high speed copying capabilities, and the increased availability of vendors who perform such work.

San Ramon Learning Center (Arb. 244/RC 11952)- This grievance was filed February 28, 2000 as a Business Manager's grievance (IR/IBEW-00-03). Union alleged: "The company is in violation of Clerical Agreement Sections 2.1 and 24.5 and has established a joint employer relationship with contract employees at the San Ramon Learning Center. This Contracting of Bargaining Unit Work is occurring simultaneously with the gradual erosion of the B.U. Reprographics Department, including Title 19 displacement activity in 1998. The company's advertising brochure cites the availability of an on-site staff (contract employees) to assist with black and white copying, bindery services, graphic design, color printing, color copying. Scanning, single color posters, finishing services, and shipping services, all in direct competition with the B.U. Reprographics Department. The union further contends that this contracting activity is not for a limited period of time, is not an emergency situation, is not for a specific special function, and that company has made no attempt at any time to inform a business representative of company's intentions to use this contractor." The LIC determined that no bargaining unit clerical employee ever worked at the Resource Center since it was opened in 1984 and that the only copy work performed there was for those utilizing the training facilities.

Regulatory Relations (Arb. 251/RC 11420) - G.O. - This grievance was filed February 10, 2000. Union alleged: On a continuing basis, Company is allowing non-bargaining unit personnel to perform bargaining unit work in the Rates Department. The LIC determined that there was a historical practice with respect to what work was sent to Reprographics and what work was performed within Regulatory Relations. That historical practice had provided the basis for two prior local grievance settlements and also provides the basis for this decision.

Decision

Reprographics will normally perform major reprographic jobs for the Company except as set forth below in the Regulatory Relations decision and the San Ramon Learning Center decision. Additionally, Reprographics, the following procedure shall be put in place with respect to forms and brochures.

The Law Department may continue to perform its own reprographic work consistent with PRC 1451.

Forms: All coded forms will first be presented to the Reprographics Department. All work listed in Columns A & B of the attached joint exhibit of forms as modified at the October 11, 2001 meeting is bargaining unit work. It may be contracted out in a manner consistent with the collective bargaining agreement. All work listed in column C

of the joint exhibit of forms, as modified, is not work normally performed by the bargaining unit and work that the bargaining unit has never had the ability to perform.

Brochures: All coded brochures that Company issues will first be presented to the Reprographics Department before an outside vendor is approached. If the Reprographics Department determines that it can perform the work, or if the client is willing to modify the brochure so that it can be produced in the Department, the work will be assigned to Reprographics. If Reprographics determines that it does not have the ability to perform the work, the work may be contracted out consistent with the reasons and provisions outlined in Section 24.5 of the Clerical Agreement.

San Ramon Learning Center - Photocopying at the San Ramon Learning Center that is (a) in support of resident trainers at the Learning Center or (b) spot work requested by attendees at the Learning Center will remain non-bargaining unit work. Other departments, except for HR Learning Services may not contract work to the San Ramon Learning Center Business Center. The Company has instructed the San Ramon Learning Center Business Center that it may not market its services to other PG&E Departments.

Regulatory Relations may perform its own reprographic work consistent with past grievance settlements. Work associated with federal regulatory agencies such as FERC will be assigned to the Reprographics Department and work associated with state regulatory agencies such as the CPUC may be performed the Regulatory Relations Department.

These cases are closed on the basis of the forgoing. Such closure should be so noted by the Local Investigating Committees.

For the Company:

Margaret A. Short
Ernie Boutte
Dave Morris
Malia Wolf

For the Union:

Sam Tamimi
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Margaret Short

By: Sam A. Tamimi

Date: 12/11/01

Date: 12-11-01