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LL 1245 I.B.E.W.

PACIFIC GAS AND ELECTRIC COMPANY

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245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

August 5, 1975

Mr. L. N. Foss, Secretary
Review Committee, Local 1245
I.B.E.W., AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Re: East Bay Division Grievance No. D.Gr/C 1-74-12 - P-RC 149
Reducing Non-Volunteers From Traveling Assignments

Dear Mr. Foss:

Attached is a Pre-Review Committee decision that was agreed to on July 8, 1975 resolving the above-subject grievance.

As to the commitment made by the Company in systematically offering the grievants the right to remove themselves from voluntary traveling status, the Company proposed, based on current projections, to fill non-traveling classifications on a ratio of one non-traveling volunteer for every two traveling volunteers, on a Division-wide basis among those vacancies that are created by attrition. However, Company plans to staff new facilities with traveling maintenance classifications. The above-mentioned plan is predicated on a three-year projection assuming that our current needs and operating requirements do not significantly change in the future. If so, the ratio could substantially change.

Yours very truly,



D. J. BERGMAN

DJB:rto

Attachment

PG and E
FOR INTRA - COMPANY USES

DIVISION OR DEPARTMENT INDUSTRIAL RELATIONS
FILE NO. 741.5
RE LETTER OF
SUBJECT East Bay Division Grievance No. D.Gr/C 1-74-12
 Reducing Non-Volunteers From Traveling Assignments

August 5, 1975

MR. C. E. ALTMAN, Chairman
East Bay Division
Joint Grievance Committee

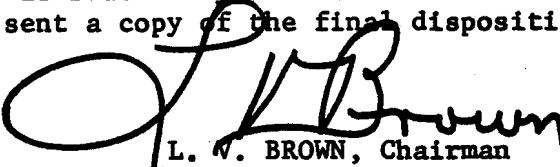
The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

Inasmuch as the unresolved issue in this case is one of whether the Division is living up to the commitment made during the 1966 negotiations, allowing employees involuntarily assigned to traveling maintenance crews the right to remove themselves from traveling status. In order to resolve this issue, a thorough examination of both the traveling maintenance concept and the letter agreement dated April 13, 1971, was necessary.

The Committee's review indicates the following: When the traveling maintenance crews were established, the initial system-wide total of traveling employees was around 30%, and at that time the Company's projection was approximately 70%. However, the Company, depending on its operating needs, foresaw the possibility of 100% of the maintenance employees being assigned to traveling maintenance crews. As of now, the system-wide total is approximately 48% of maintenance employees designated as "traveling."

In view of the foregoing and the commitment made in 1966, the Pre-Review Committee is of the opinion that when a non-traveling job is to be filled involuntarily assigned employees are entitled to exercise their negotiated rights as outlined in the April 13, 1971 letter agreement. As to the grievants exercising their contractual rights in removing themselves from involuntary status, the Company and Union are currently discussing a method in which the non-volunteer employees will be systematically offered the opportunity to be removed from "traveling" status. However, in the case at hand, this is not the situation, and a contractual violation did not occur. For that reason, the correction asked should be denied.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.


L. W. BROWN, Chairman
Review Committee

DJBergman:pmh
cc: WDSkinner
IWBonbright
PMatthew
Personnel Managers
LNFoss, IBEW

Exhibit #1 (JGC Case No. 1-74-11)

April 13, 1971

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

In order to standardize the practice regarding the assignment of employees in traveling maintenance classifications to maintenance work at headquarters other than their normal headquarters, Company proposes to revise the "Notes on Traveling Maintenance Crews" in Exhibit VI-B as follows:

Notes on Traveling Maintenance Crews:

Company will designate in its steam plants certain maintenance classifications in which the incumbents will be expected to be available for special assignments at plants other than their normal headquarters for overhaul and other maintenance work for extended periods of time. Where an employee in such a classification is given such a special assignment and he qualifies for expenses under the provisions of Section 201.1 for five consecutive days or more, his rate of pay during such assignment shall be the rate of the classification to which he is assigned plus \$10.00 per week.

In filling future vacancies in the classifications designated for traveling assignments, Company will label vacancies which are posted and will maintain separate pre-bid lists for traveling and non-traveling maintenance classifications.

In making assignments to traveling maintenance crews, Company will attempt to equalize out-of-town assignments among employees in the same traveling classifications throughout the System.

Prior notification of an assignment to a traveling maintenance crew shall be given the affected employee for regularly scheduled work, where possible, at least two weeks prior to the start of the work at the temporary headquarters. Such notification shall include but not be limited to a review of each job, the anticipated duration of the assignment, the hours of work and number of shifts involved in the temporary assignment, and lodging and travel arrangements.

Local Union No. 1245, IBEW

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April 13, 1971

Each employee assigned to a traveling maintenance crew shall be allowed a reasonable sum for meals, laundry, and telephone calls and any other miscellaneous expense while at the temporary headquarters. Lodging and transportation will be arranged for and paid by Company under the provisions of Title 201 "Expenses" of the Physical Contract.

PROCEDURE FOR FILLING VACANCIES IN CLASSIFICATIONS
DESIGNATED AS "TRAVELING ..."

1. The pre-bid procedure as provided in Title 205.
2. If there are no qualified pre-bidders, the post-bid procedure as provided in Title 205.
- *3. If no bids are received from qualified post-bidders, a "qualified employee" in the appropriate apprentice classification in the headquarters who will complete his apprenticeship (36 months) within 90 days shall be assigned to the position at the end of his apprenticeship.
4. If unable to fill under the above provisions, attempt to fill the vacancy by hiring an individual qualified to perform the work.
5. If a vacancy still exists within 90 days of the first posting, repost it.
6. If the vacancy is not filled by a qualified bidder when reposted, assign the junior "qualified employee" in the classification at the headquarters to the traveling vacancy on an involuntary basis.

The words "qualified employee" are defined to include the ability to accept traveling assignments without restrictions due to health or undue family hardship.

All employees who were an apprentice or a journeyman before January 1, 1967 and who have not volunteered for a traveling maintenance classification shall be considered as non-volunteers for traveling maintenance classifications for as long a time as they remain in the plant to which they were assigned on January 1, 1967.

In 1966 it was agreed that "an employee involuntarily assigned to traveling status will be removed from such status when a more junior employee becomes available." This means that a traveling employee will be reassigned to his basic non-traveling classification as soon as a more junior employee becomes available to replace him. For purposes of comparing employees in journeyman classifications, time worked on a regular basis in corresponding apprentice classification shall be added to time worked as a journeyman. However, those employees who were involuntarily assigned to traveling status on or before the date of this Agreement (March 24, 1969) under consideration of Company seniority will be removed from such status only when an employee with less Company seniority becomes available.

*Applicable to the filling of journeyman classifications only.

Local Union No. 1245, IBEW

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April 13, 1971

In addition to the above revisions of Exhibit VI-B, Company considers a sum of \$11.00 per day as reasonable for purposes of administering the cost provisions contained in the Notes on Traveling Maintenance Crews. This figure is based on a recent survey and is subject to a review in January of each year.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By s/I. W. Bonbright
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof. *

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIOApril 26, 1971By s/L. L. Mitchell
Business Manager

*It is understood that the review relating to the daily amount stipulated above with respect to meals, laundry and telephone calls shall be on a joint basis and subject to agreement of the parties.