

206.1 -Layoff of Groundman
207.2 while contracting
ET&D work @ HQ.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

JUL 23 1991

**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED JUL 18 1991

Golden Gate Region Grievance No. GG-GG-GG-02-89-94-16
P-RC 1499

July 15, 1991

ROBERT TOWLE, Company Member
Golden Gate Region
Local Investigating Committee

DOROTHY FORTIER, Union Member
Golden Gate Region
Local Investigating Committee

Subject of the Grievance

This case concerns the lay off of Groundman, J. Vidales, allegedly in violation of Letter Agreement 88-104.

Facts of the Case

Grievant was hired on March 13, 1989 to work on a specific assignment (AY2 transmission line extension). He was headquartered at Martin Service Center. This assignment was slated for completion within six months. Grievant was laid off September 1, 1989.

Contracting of Electric T&D work at the Martin Service Center was in progress before, during and after Grievant's T/A (temporary additional) assignment.

Discussion and Decision

The facts of this case, as summarized above, are not in dispute. There are, however, two questions raised by these facts which must be addressed:

1. Did Company violate the existing agreement when it reduced the workforce by one while work was being contracted out?
2. If there was a violation of the agreement, what is the remedy?

July 15, 1991

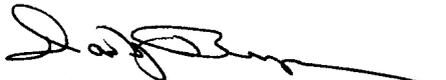
In resolving these issues, the Committee looked to the settlements incorporated in the "88-104 Committee Decisions" dated June 13, 1990. A very similar set of facts was addressed there in P-RC 1404. In that case, the grievant was hired in March and laid off in May, during which time the division did and continued to contract out work. The decision of the 88-104 Committee in that case is applicable here, specifically:

".... As long as work in the department and headquarters is being contracted, the size of the bargaining unit in the department and headquarters shall not be reduced. Therefore, the department's failure to maintain the increased compliment of bargaining unit employees was a violation of the agreement and they are directed to fill an additional Materials position."
(emphasis added)

The Pre-Review Committee therefore concludes that the floor number for the Martin Service Center Electric T&D Department is to be increased by one above the September 1988 number i.e. $61 + 1 = 62$). The department is under no obligation to retain/rehire Grievant or to fill any specific classification within the department. However, they are obligated to make every effort to meet their new floor number so long as work is being contracted.

The decision of the Committee is based on the language in effect at the time of the filing of this grievance. It should be noted; however, that in the future the outcome may be different based on the recently negotiated language contained in Section 106.12 of the Physical Agreement.

Based on the foregoing, this grievance is considered settled and closed. Such closure should be so noted by the Local Investigating Committee.


David J. Bergman, Chairman
Review Committee


Roger W. Stalcup, Secretary
Review Committee

MAShort(223-1123):nj