

204.4 } The CDLA Agmt requires
601.1 } maintaining min of 125;
612.2 } When above min, Co can
reduce number.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

JUL 21 1992

**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
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED JUL 17 1992

Diablo Division Grievance No. DIA-91-14
P-RC 1562

July 13, 1992

KAREN SAVELICH, Company Member
Diablo Division
Local Investigating Committee

JOE VALENTINO, Union Member
Diablo Division
Local Investigating Committee

Subject of the Grievance:

This grievance alleges that the Company has inappropriately rescinded an Electrician's CDLA status.

Facts of the Case:

On November 1, 1991, the Concord substation established a new headquarters in Antioch, in accordance with Letter Agreement TR-91-518-EB. Prior to November 1, 1991, the Concord headquarters had three vehicles that required a Class A drivers license to operate and seven CDLA positions.

Due to the creation of the Antioch headquarters, two of the Concord headquarters vehicles, which required Class A drivers licenses to operate, went to Antioch. As a result, this lessened the need for CDLA positions in Concord. Now only two CDLA positions were needed in Concord and three in Antioch. Local management elected to pay three employees the CDLA premium in Concord and four employees the premium in Antioch. The number of CDLA classifications was not reduced but relocated; there were seven positions before the relocation and seven positions after the relocation.

As a result of the relocation, three of the seven employees holding the CDLA positions in Concord transferred to the Antioch headquarters. The three senior CDLA designated employees in Concord who previously had been receiving the CDLA premium were retained. The CDLA premium of the fourth employee in Concord, who had the least seniority, was rescinded. The Union contends that once an employee is assigned the CDLA premium it may not be rescinded unless the employee loses their commercial drivers license or bids out.

July 13, 1992

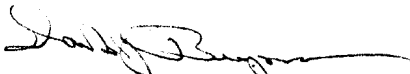
Discussion:

The Committee noted that Letter Agreement 90-113 provides local management the discretion to determine the maximum number and mix of positions at any given headquarters. Also, the agreement provides for a minimum staffing requirement of 125% of the number of pieces of equipment requiring a commercial drivers license to operate. This requirement was adhered to by the Company when the decision was made to rescind the grievant's CDLA.

Decision:

In this case, there was no obligation on the part of the Company to maintain the grievant's CDLA premium in as much as the headquarters was still above the 125% minimum level.

This case is considered closed on the basis of the foregoing, and such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

TCarter(223-8397):nj