



REVIEW COMMITTEE

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CASE CLOSED
FILED & LOGGED

AUG 11 1994

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

RICK R. DOERING, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

ENCON Grievance No. 03-2404-93-07
P-RC File No. 1699

Grievance Issue: Employees were laid-off in various departments while retaining loaned employees from Electric T&D.

Facts of the Case:

Between December 1, 1992, and February 16, 1993, a number of Electric T&D employees were on loan to other ENCON Departments. During the same period of time those other ENCON Departments were laying employees off due to a lack of work.

The Company held on to Electric T&D employees in anticipation for an increased workload. The work load did not materialize and in January 1993 approximately 65 Electric T&D employees were laid-off.

Discussion:

Union argued that the Company laid off employees improperly in the ENCON Gas, Hydro, Station and Substation departments. In effect, Union argued, Company allowed Electric T&D department employees to "displace" employees in these four other ENCON departments. Title 306 of the Agreement, the Demotion and Layoff Procedure, provides that displacements and/or demotions initially take place within a specific ENCON department, where there is a lack of work. These demotion/displacement rights within the department are described in Section 306.2 and 306.3 of the Agreement. As provided for in Section 306.4 of the Agreement, employees who have five or more years Service and who cannot demote or displace within his or her current ENCON department may demote/displace into other ENCON departments. The Union further argued that this is a clear jurisdiction violation as well as a misapplication of Title 306.

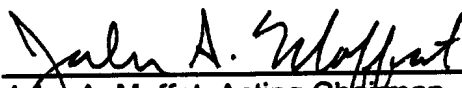
Company argued that in an effort to save positions, Electric T&D loaned employees to various departments. This loan was done in anticipation of future work for those employees in Electric T&D. This loan represented a stop gap measure to bridge these Electric T&D employees during the current downturn in work. The other departments reduced the work force with the intention of not hiring back to the same level. These departments were looking long range and what their future needs would be just as Electric T&D did in this case.

Company further argued that the Union was informed of the loaning of employees on numerous occasions and even proposed an agreement on the treatment of these employees under Drug Free Pipeline Program and at the same time was aware of layoffs occurring in other departments. The remedy, given the Union's argument would have resulted in a loss of employment not only for those laid off but for the number of employees the Company had loaned.

Decision:

The Committee agreed that it is not appropriate to have employees on loan from one department to a department laying employees off. The Committee further agreed to extend the rehire rights for those eligible employees as of the date of the execution of this agreement for 30 months in accordance with the new language in Section 306.14 of the Agreement. The Company will notify those laid-off employees of their extended recall rights and provide a list of those laid-off employees to the Union.

This case is closed.



John A. Moffat, Acting Chairman / JSD
Review Committee



Roger Statcup, Secretary
Review Committee

7/20/94

Date

7/15/94

Date