

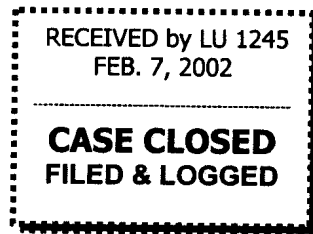


REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Pre-Review Committee Nos. 12222 & 12316 Electric T&D - Colusa

Linda Matthews
Company Member
Local Investigating Committee

Darryl Norris
Union Member
Local Investigating Committee

Subject of the Grievance

These cases concern the movement of the Electric Department employees from Colusa to Marysville under the provisions of Section 206.17.

Facts of the Case

On October 9, 2000, the Electric Department employees from Colusa were relocated to Marysville due to the closure of the Colusa yard. The employees affected included 1 Electric Crew Foreman, 6 Linemen, 2 Troublemens, and 1 Foreman's Clerk. Prior to, during, and subsequent to the move, the Foreman's Clerk was on temporary assignments out of her base classification. Ultimately, the Foreman's Clerk was awarded another position and her vacated position remains unfilled.

Discussion

The Union argued that given that the Foreman's Clerk did not physically report to her Marysville Foreman's Clerk position, the Company did not comply with the provision of 206.17 which requires that "...the number and the classifications of jobs in the Demotion Area will be unchanged...". As such, the provisions of Section 206.17 have been violated.

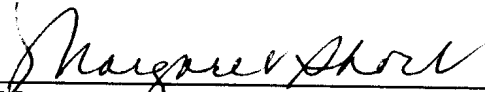
The Company pointed out that Section 206.17 was bargained to be used in situations other than lack of work. As such, the parties negotiated certain requirements on its use. There is no requirement that all employees be returned to their base assignments either before or after the relocation.

The Committee agreed that the spirit of the language was not followed in this situation. Although the Company was willing to absorb the extra Foreman's Clerk in Marysville, it is clear that the position was not needed.

Decision

As an equity settlement the parties agree to the following: The senior qualified pre-bidder in Marysville will be paid the difference in his/her wage rate and that of Foreman's Clerk from the time the move occurred (10/9/00) until the Foreman's Clerk reported to her new position (5/1/01), less any temporary upgrades to Foreman's Clerk which may have already occurred during this time period.

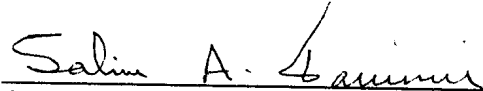
On the basis of this understanding, this case is considered closed.



Margaret A. Short, Chairman
Review Committee

2/7/02

Date



Sam Tamimi, Secretary
Review Committee

02 - 07 - 02

Date