

206.1; 206.12: These concern the displacement of the grievants (Control Tech., Machinists, and Sr. PP Operator) pursuant to T-206 from the Geysers. The Co. is willing to schedule those grievants with transfers on file to T&D Asst. to attend the 10-Day Climbing School. Co. makes this offer because of the unique set of circumstances involved in the Steam displacements.



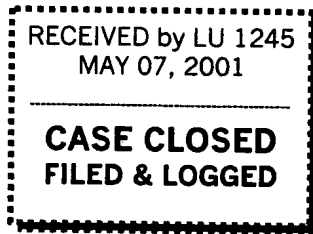
REVIEW COMMITTEE



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MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
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SALIM A. TAMIMI, SECRETARY

Pre-Review Committee Nos. 12295, 12296, 12297 & 12299 Steam Generation - Geysers

Laura Henry
Company Member
Local Investigating Committee

Roy Runnings
Union Member
Local Investigating Committee

Subject of the Grievance

These grievances concern the displacement of the grievants pursuant to Title 206 from the Geysers. The grievances allege the employees should have been allowed to qualify for T&D Assistant and if successful, should have been awarded a T&D Assistant position within their Demotion Area.

Facts of the Case

On May 7, 1999, the Company sold the Geysers Power Plant. The Company agreed to operate and maintain the plants for the new owners for a two year period, known as the O&M period. Employees were notified, in 1999, that their positions would be eliminated at the end of the O&M period and that they would receive Title 206 assignments at that time. Since 1999, employees were encouraged to become qualified for possible assignments under Title 206.

The grievants are: a Control Technician; 3 Machinists; and a Sr. Power Plant Operator. November 17, 2000 was the control date for making Title 206 assignments to the grievants. The Control Tech and the two Machinists were assigned lay-off. The third Machinist elected the Early Retirement Incentive. The Sr. Power Plant Operator was assigned a Utility Worker-Electrical in Emeryville (a system assignment). All of the assignments were based on the way employees prioritized their option sheet.

All of the grievants would have received assignments to T&D Assistant in the Demotion Area had the 4 day climbing school requirement been met.

The classification which is the subject of this grievance was established by Letter Agreement 97-18 (executed March 17, 1997) and resulted from combining the duties of several Electric T&D classifications into the T&D Assistant. Prerequisites for entering the classification include passing the Physical Pre-employment Test Battery, the Arithmetic Computation Test, and successful completion of the 4-Day Climbing School. A Class A Driver's License must be obtained within six months of entry to T&D Assistant. Employees were scheduled for the 4-Day Climbing School when they were the senior transfer applicant for a vacancy.

The 4-Day Climbing School was eliminated effective January 2001 by Letter Agreement 00-69. In its place a 10-Day Climbing School was effected for entry to the Apprentice Lineman classification. Company has recently sent to Union proposed Letter Agreement 01-11 to also make the 10 Day Climbing School a prerequisite for T&D Assistant.

Employees must be the senior transfer applicant and will be awarded a vacancy contingent on passing the school.

Two of the grievants had transfers on file to T&D Assistant in several locations within Demotion Unit Three which includes Geysers. Their transfers were submitted on September 15, 2000 and November 14, 2000.

Some employees claim they submitted requests for the 4 day climbing school. No copy of the request is included in the grievance file, the Centralized Job Bidding Team does not have a copy, the Geysers Power Plant does not have a copy, and the grievants do not have copies. According to CJBT and Learning Services, there is no procedure for scheduling employees for the 4-Day Climbing School unless they have a transfer on file and are actively being considered for a vacancy.

Title 206 assignments were made on December 15, 2000; the control date for considering qualifications, locations, and status was November 17, 2000. Consistent with the negotiated Title 206 process and Subsection 206.1(f), employees were not assigned to jobs for which they did not meet the minimum qualifications. If the most junior position available under a contract section was one for which the employee was not qualified, the next most junior position would be considered and so on until such time as the employee was either placed in a position or was laid off.

Discussion

The Union believes the Company violated the intent of Title 206 by not scheduling the 4 day climbing school for employees who had requests on file (some for several years), thus depriving employees of one of the few beginning level job opportunities that exist in the Company. At very least the Union argues, the Company should have made Title 206 assignments to T&D Assistant contingent on the employee attending and successfully completing the climbing school.

The Company maintains there is no contractual obligation to schedule a special school just for Title 206 purposes. The school is scheduled only when there are job vacancies to be filled and then only when the senior transfer applicant has not yet qualified. It is not possible to predict which employee will receive a 206 option to T&D Assistant. Therefore, the Company is not in a position to determine who should or should not be scheduled to attend climbing school in advance of Title 206 activity.

Additionally, the currently agreed to Title 206 process does not allow for provisional appointments. Employees must be qualified for the position to which they are assigned, as in most cases they are displacing existing employees in those classifications and are expected to assume the full job duties immediately.

Further, Company cited Review Committee Decision 1527 where Union argued that if an employee subject to displacement could not qualify for a vacancy (which pursuant to 206.1c substitutes for displacing an employee), then the employee should be allowed to displace an employee less senior who holds a classification for which the displacing employee is qualified. The Review Committee disagreed and held that it was appropriate to lay-off the employee who could not qualify for the vacancy as Subsection 206.1(f) is very clear. Subsequent to the RC Decision the parties executed Letter Agreement 82-29 to allow employees to continue to try to qualify for different positions post lay-off. That Letter Agreement specifically cites as an example, the Three Day Climbing School which was the precursor to the Four Day Climbing School.

In the instant case, due in part to the recently negotiated revised displacement procedure, what the Union sought in RC 1527 has become the rule, that is, if the most junior position available under a contract section was one for which the employee was not qualified, the next most junior position would be considered and so on until such time as the employee was either placed in a position or was laid off.

Notwithstanding the respective position of each party, the Company is willing to schedule those grievants with transfers on file to T&D Assistant to attend the 10-Day Climbing School. Company makes this offer because of the unique set of circumstances involved in the Steam displacements:

- There is a school in the next couple of week
- There is time for the employees to attend prior to their 206 assignments becoming effective
- There is space available at the school

Three grievants were scheduled to attend the 10 Day Climbing School beginning April 16, 2001. Only one of the grievants reported for the school and he quit the school on the morning of Day 2.

Decision

The PRC agrees to settle this case based on the above equity settlement without prejudice to the position of either party.

Margaret Short

Margaret A. Short, Chairman
Review Committee

5/7/01

Date

Salim A. Tamimi

Sam Tamimi, Secretary
Review Committee

5/7/2001

Date