

Exhibit XVI: Contracting with PTR for the packaging and collection of hazardous waste and material from service centers throughout the service territory. Agrees there is no violation, specifically Exh. XVI, because contracting out provisions for the Fleet Dept. are not covered by Exh. XVI provisions but by LA 96-107.



REVIEW COMMITTEE

IBEW

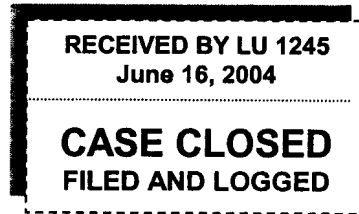


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INTERNATIONAL BROTHERHOOD OF
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SALIM A. TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL



Pre-Review Committee No. 14676 Fleet - Woodland

Melissa Montoya
Company Member
Local Investigating Committee

Darryl Norris
Union Member
Local Investigating Committee

Subject of the Grievance

Company has executed a contract with PTR for the packaging and collection of hazardous waste and material from service centers throughout the service territory.

Facts of the Case

The work involves visual walk around and inspection of the hazardous waste shed, separating mixed wastes, container labeling, and record keeping. Gas or Electric T&D departments generate most of the hazardous waste, and to a lesser extent some spray bottles and batteries from Gas Service. The work is minimal ranging from 15 minutes to one hour per week. This work was never performed on overtime.

Over the years, various departments/employees have been assigned this work. Below is a chronology:

- Prior to 1998 Materials employees
- 1998 Gas T&D – Fieldperson
- 2000 Electric T&D – Supervisor
- August 2003 Fleet – Equipment Mechanic and grievant

From 2000 to 2003 grievances filed over management performing bargaining unit work were settled without adjustment on the basis that no Electric employees wanted to do the work. The grievant only performed this work for about two months before the PTR contract.

Decision

The PRC agrees there is no violation of the Agreement, specifically Exhibit XVI, because contracting out provisions for the Fleet Department are not covered by the provisions of Exhibit XVI, but by Letter Agreement 96-107.

Further, the issue of whether the work is bargaining unit, and if so, which is the appropriate department to perform the work is the subject of another grievance (#14674).

This case is closed without adjustment.

Margaret Short
Margaret A. Short, Chairman
Review Committee

6/16/04
Date

Sam A. Tamimi
Sam Tamimi, Secretary
Review Committee

6-16-04
Date