



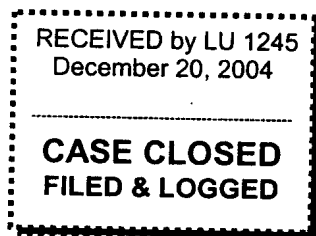
REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
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MARGARET A. SHORT, CHAIRMAN
DECISION
LETTER DECISION
PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700
SALIM A. TAMIMI, SECRETARY

Pre-Review Committee No. 15094 California Gas Transmission – San Jose and Brentwood

Dawn Schmidt
Company Member
Local Investigating Committee

Gary Hughes
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the closure of the San Jose Gas Control Center and the relocation of employees to Brentwood utilizing Section 206.17 of the Physical Agreement.

Facts of the Case

Due to improved technology, Gas Control Centers no longer need to be located in the immediate vicinity of the pipeline systems. Technology allows for the monitoring and control of the pipelines remotely. Therefore, Company decided to consolidate operations into Brentwood and notified the Union on October 21, 2003 of its intent to utilize Section 206.17 to accomplish the relocation.

Union requested a meeting with Company. The parties met several times culminating in a February 26, 2004 table agreement which provided certain allowances and incentives. Union submitted the table agreement to the affected members, who turned the agreement down.

Company moved forward with the relocation and it was completed April 5, 2004. One San Jose employee chose to retire May 1, 2004 and did not report to Brentwood.

Discussion

Union opined that Section 206.17 could not be used to effect this consolidation as the Section allows relocation with Demotion Areas. CGT is one Demotion Unit, No. 8 with no Demotion Areas. Union further opined, absent their agreement, the only way for Company to effect the relocation of CGT employees is through the lack of work provisions of Title 206.

Company noted the language of Letter Agreement 96-102, page 31, Staffing Changes, and Item 2 which states:

“Company and Union agree to consider separate Letters of Agreement under the provisions of section 206.17 to Accommodate staffing moves required due to the closing of a headquarters or a shift of workload.”

Company opined the obligation to **consider** a letter of agreement was met and therefore Company had the right to move forward under Section 206.17.

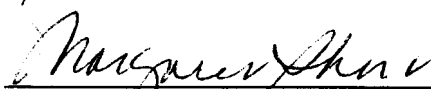
Company also cited proposed Letter of Agreement 95-41 to close the Antioch Control Center and relocate the employees to either Milpitas or Brentwood. Company proposed the Letter of Agreement as it was of the opinion that Section 206.17 was inapplicable. Union returned the agreement unsigned and conveyed their belief that Company could implement such relocation under the provisions of Section 206.17. Company did, in fact, relocate the Antioch employees to Milpitas and Brentwood and notified the Union that it was doing so pursuant to Section 206.17. No grievance was filed.

Decision

Inasmuch as the consolidation expanded the employees' jurisdiction and created a need for additional training, the PRC with the concurrence of CGT management, reached an equity settlement as follows:

- Wages of the Gas System Operator in Brentwood will be increased by \$25 per week from \$1362.30 to \$1387.30 per week effective with the successful completion of Training Modules 2, 3, and 4.
- A Special Allowance to those employees from San Jose who reside more than 45 minutes or 30 miles from Brentwood. Provide \$500 of the Special Allowance to those San Jose employees who reported to Brentwood and the remaining \$1000 at the end of one year if the employee is still at the Brentwood headquarters on April 5, 2005. This Special Allowance does not apply to those employees who are eligible for and exercise the moving allowance provisions outlined in Section 206.8 of the Agreement. Any employee that receives the Special Allowance that later submits claims under Section 206.8 will have to reimburse Company for the Special Allowance.
- Employees who successfully complete Training Modules 2, 3, and 4 by May 31, 2005 will receive \$3000 as a training incentive.
- The next Operator-In-Training vacancy in Brentwood will be by Unrestricted Appointment.
- Union agrees that Company has the unilateral right to use the provisions of Section 206.17 in CGT to relocate employees for reasons other than lack of work.

On the basis of the foregoing understandings and adjustments, this case is considered closed.



Margaret A. Short, Chairman
Review Committee

12/17/04

Date



Sam Tamimi, Secretary
Review Committee

12/17/04

Date