



# REVIEW COMMITTEE

**IBEW**



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

RECEIVED by LU 1245  
December 4, 2008  
  
**CASE CLOSED  
FILED & LOGGED**

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

- MARGARET A. SHORT, CHAIRMAN
- DECISION
  - LETTER DECISION
  - PRE-REVIEW REFERRAL

**Pre-Review Committee No. 17018  
Customer Care – Gas Service - Fresno**

Margaret Franklin  
Company Member  
Local Investigating Committee

Mike Grill  
Union Member  
Local Investigating Committee

Subject of the Grievance

The Company has recently revised its Gas Service Representative work plan and has reassigned the Gas Service Representatives in the area to work "Grid Areas" other than the areas they selected per Letter Agreement FRE-93-44 in violation of the agreement as well as failing to fill vacant shifts or areas.

Company answered the grievance that it is following the provisions of L/A FRE-04-03, which provides for shift and route selection based on yard seniority. The Company has delayed filling shifts until such time that the new Gas Service Reps are properly trained and can safely perform work. The Company is not violating the provisions of FRE-04-03.

Facts of the Case

At the time of the grievance filing, there were a number of GSR vacancies that were in the process of being filled through the bidding process. There were also several new GSR's that pursuant that the Supervisor believed were not qualified to assume the late or Tuesday-Saturday schedules. As soon as they were fully trained, meaning completion of the 3-week GSR school and a reasonable break-in, the newer GSR's would be assigned the late and/or Tuesday-Saturday schedules. The Shop Steward indicated it was his experience in Fresno that new GSR's would be assigned the Tues – Saturday schedule within a week of completing the 3-week school, and the current new GSR's were being allowed to work POT on Saturdays.

The late shifts were filled by temporarily by experienced GSR's at the headquarter and the Saturday schedules filled by pre-arranged overtime.

The Supervisor indicated the local agreement is being followed as the shifts and routes would be re-bid based on yard seniority annually as provided in the local agreement. It is unclear from the record whether the vacancies submitted for job bidding were schedules resulting after incumbents were offered the opportunity to move in to preferred schedules or whether the schedule that was vacated was submitted directly to job bidding.

### Discussion

In discussing this case, the PRC noted that there was no specific Correction Requested by Union, and no specific citing of an incumbent GSR that did not get their desired schedule or route, or a showing that a GSR was required to work POT on a Saturday.

Based on the statements of the Supervisor at the LIC, it was his plan to relieve the incumbents with the new arrivals as soon as they could be adequately trained. Given the age of this grievance, this issue may have been resolved.

However, the PRC also noted that the L/A-FRE-04-03 provided Guidelines for the administration of the L/A. The last paragraph of the Guideline states:

"If the number of available employees to select shifts are not sufficient to fill all shifts; management reserves the right to determine which shifts will be left vacant. It is the intent of management to ensure all nights and weekend shifts are fully staffed."

The above spells out the priority for filling vacant shifts, that is the late and weekend shifts. In making assignments to incumbent GSR's because the new ones were not ready to assume these shifts, the Supervisor was compliant with the local letter agreement.


In addition, PRC 971, which addresses a similar GSR issue in San Francisco, indicates that the 202 Hours Clarification and Section 208.18 are silent as to how Company selects employees to fill temporarily vacant schedules, and that:

"Inasmuch as the Agreement is silent with regard to the order in which temporary reassignments to a different, regularly established shift take place, the Committee agrees that there is violation of the Agreement. As previously noted, the Committee recognizes that Company has the right to make assignments in the least disruptive manner, giving consideration to practicality issues. With this thought in mind, the Pre-Review Committee recommends that, in those instances where multiple schedule vacancies that must be temporarily filled utilizing Servicemen are known sufficiently in advance, the senior employee be allowed to select the schedule he prefers to fill."

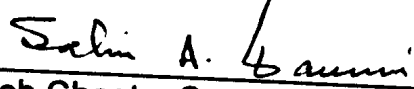
It is the conclusion of the PRC that the late and Saturday schedules were temporarily vacant, even though they had been awarded through job bidding, because the new GSR's were not immediately able to assume responsibility for the shifts. As such, the Fresno assignments were consistent with the Labor Agreement and PRC 971.

### Decision

No violation of the Agreement occurred. This case is closed without adjustment.

  
Margaret A. Short, Chairman  
Review Committee

12/3/08  
Date

  
Bob Choate, Secretary  
Review Committee

12-3-08  
Date