

REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS DEPARTMENT MAIL CODE N2Z P.O. BOX 770000 SAN FRANCISCO, CA 94177 (415) 973-6725

JOHN MOFFAT, CHAIRMAN

DECISION

LETTER DECISION

PRE-REVIEW REFERRAL

RECEIVED by LU 1245 May 21, 2009

CASE CLOSED FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 94696 (707) 452-2700

BOB CHOATE, SECRETARY

Pre-Review Committee No. 18183, 18278 Energy Delivery – Electric T&D – King City

Voncille Williams
Company Member
Local investigating Committee

Bill Brill
Union Member
Local Investigating Committee

Grievance Issue:

Relocation of the Electric T&D employees in King City to the Salinas Service Center under the provisions of Section 206.17 of the Agreement and the use of Title 300 employees to perform the work previously performed by the King City employees.

Facts of the Case:

The Company moved four Lineman, one Crew Foreman and one Operating Clerk from King City to Salinas under the provisions of sections 206.17 and 19.17.

The Company sends division crews from Salinas to the King City area weekly and General Construction does work in the King City area throughout the year.

Discussion:

Union argued that the workload in King City was not fully understood prior to the Company deciding to move the crew and that the reason the Company moved the crew was due to overtime response. The Union further argued that Company has additional cost and there is no economic benefit but additional costs.

The Company argued as stated in Arbitration 117: "The admitted disadvantages of the transfer were, according to the Company, outweighed by the advantages. In the absence of convincing evidence to the contrary, we must accept this assessment of management. Since the Company has the primary responsibilities to direct the work of the District (Section 7.1) its judgment as to the economic necessity for a transfer is entitled to considerable weight."

The Company further argued that the Union has not proven that advantages have not been realized by the Company as a result of the transfer

Decision

After a lengthy discussion and review of the facts presented in this case it was determined that it is not a 212 issue, the workload issue is being handled in accordance with the Agreement and the work performed by the Title 300 crews is not a violation. In accordance with the direction provided in Arbitration 117, the Company did not violate the Agreement by relocating employees from King City to Salinas.

Case is closed without adjustment.

John A. Moffat, Chairman

Review Committee

Date

Bob Choate, Secretary Review Committee

Date