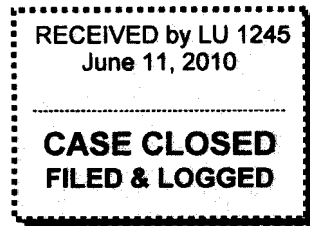




REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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SAN FRANCISCO, CA 94177
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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(707) 452-2700

JOHN MOFFAT, CHAIRMAN

BOB CHOATE, SECRETARY

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Pre-Review Committee No. 19251 Energy Delivery – Gas Transmission - Stockton

Deborah Sargent
Company Member
Local investigating Committee

Michael Saner
Union Member
Local Investigating Committee

Grievance Issue:

The Company did not renew the terms of Letter Agreement 06-09 and ceased paying the retention premium to the employees.

Facts of the Case:

Letter Agreement R1-06-09 was signed on May 12, 2006. The term of the Letter Agreement was for three years, applicable term. The Company elected to cancel the agreement on February 20, 2009 which provided the Union with a 90 day written notice of cancellation and coincided with the expiration of the term of the agreement and allowed employees to bid out during that period.

On May 13, 2009 the employees' critical pay was adjusted by removing the 8% premium. Apprentice Gas Technicians that were in the program during this critical period were required to complete their two year journeyman commitment.

Since the agreement has been cancelled and expired the critical status removed the employees are free to bid out with the exception mentioned above. The original purpose of the agreement was to retain journeyman in order to train the number of apprentices in the department. After the three years the department has become more balanced with journeyman and apprentices.

Discussion:

The parties discussed the applicable term of this agreement which was for three years or less and for a specific purpose to balance the workforce and to fill a number of vacancies with this line of progression.

Company position is the three year term ended and notice was provided and the reason for paying the premium no longer exists. The intention in bargaining was that this agreement was just for three years or less and there was no intent to pay the premium beyond the applicable term of the agreement. The applicable term in this case is three years from the date of signing of this agreement.

The Union argued that some employees still had more critical pay time remaining on their term even though the agreement expired.

The parties agreed that the letter of agreement was a stand alone agreement and the language was not exactly the same as that in the CBA. Once the agreement was cancelled or expired the terms and conditions of the letter agreement no longer apply. Since the agreement was no longer in effect there is no reason to continue to pay the premium or to restrict the employees' movement. The agreement could have been written clearer. If the parties wanted the agreement to be the same as the provisions of the CBA then the language would have been the same.

Decision:

The applicable term of this agreement expired at the end of three years and proper notice was provided. Employees who were previously designated as critical can now bid and there are no bidding limitation assigned to these employees. There is no reason for the premium to continue to be paid. Since the agreement has expired the requirement to pay the premium no longer exists as well as any limitation on the employees' ability to bid out other than the Apprentices that entered during the term of the agreement.

This case is closed without adjustment.



John A. Moffat, Chairman
Review Committee

6/4/10

Date



Bob Choate, Secretary
Review Committee

6/4/10

Date