



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

RECEIVED by LU 1245
March 29, 2012

**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

F.E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 20131 Shared Services – Materials – Fresno

Monica Oakes
Company Member
Local Investigating Committee

Mike Grill
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the use of contractors to support the delivery of materials to Fresno area TSM&C and Title 300 crew locations. The grievance asks that the work be assigned to Materials Department employees and that the provisions of Exhibit XVI are to be exhausted before contracting the work.

Facts of the Case

In 2004, the parties agreed in Review Committee Number 13858 that the work in dispute, and the contracting of the work, fell under the jurisdiction of Station, Substation, and Hydro, not the Materials Department.

In 2007, Grievance Number 17533 was settled at the local level. That settlement reaffirmed that the delivery of this material belonged to Substation Construction, but included a statement that the supervisor intended to begin transitioning the work to the Materials Department in 2008 and 2009. That transition never materialized.

In 2009, the parties entered into Letter Agreement 09-18 to pilot the movement of this work from Substation Construction to the Materials Department. The pilot, which allowed Fresno Warehouse to make limited Substation deliveries, was to continue until December of 2009 unless cancelled by either party. On November 9, 2009, the Company provided a 30 day notice to cancel the letter agreement.

Since the cancellation of LA 09-18, the deliveries have continued to be performed by TSM&C employees. According to the supervisor, in the limited situation where they cannot make the deliveries, they check to see if the Fresno Warehouse can perform the work. If they cannot, then it is contracted out.

Discussion

The Union argued that the Company is in violation of the settlement in Grievance Number 17533, which was settled on the basis of the Company's stated intention to move this work to the Materials Department. This work should be performed by Materials Department employees and the Company must offer overtime to Fresno Material Department employees before contracting it out.

The Company responded that as noted in RC 13858 and LA 09-18-PGE, this work falls under the jurisdiction of Substation Construction. As such, there is no obligation to consider using Materials employees to perform this work. Additionally, any contracting of the work falls under LA 09-41-PGE, not Exhibit XVI. Finally, the department's efforts to consider the use Materials employees before contracting, is not a requirement. It is an extra step which it has taken to offer some of the available work to this group.

Decision

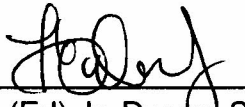
The work in question falls under the jurisdiction of Station, Substation, and Hydro Construction. Committee agrees there is no violation and closes this grievance without adjustment.



Doug Veader, Chairman
Review Committee

3/29/12

Date



F. E. (Ed) Jr. Dwyer, Secretary
Review Committee

3/29/2012

Date