



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
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ROBIN WIX, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

### **Pre-Review Committee Number 22323 Shared Services –GC Fleet – San Luis Obispo**

Jodi Baxter  
Company Member  
Local Investigating Committee

Patrick Duffy  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the work assigned to a General Construction Field Mechanic A.

#### Facts of the Case

The grievant is a General Construction Field Mechanic A with 35 years of service. Grievant was on Long Term Disability (LTD) for approximately 11 years. In late 2012, the Grievant was cleared to return to work, and per the Benefits Agreement, the Company was required to find grievant a position within a specific commute distance from either his prior residence, current residence, or his last assembly point.

Grievant was placed in his original classification in the San Luis Obispo garage. This was the only location that met the requirements and had available headcount. Based on the higher percentage of T200 equipment that is serviced out of this facility, the Company had planned to fill a T200 Equipment Mechanic position, however in an effort to keep the grievant whole he was returned to the T300 position.

There are 95 pieces of division equipment and 42 pieces of GC equipment assigned to the San Luis Obispo Headquarters. There are two T200 Equipment Mechanics and three T300 GC Field Mechanics including grievant.

Grievant works on both T200 and T300 equipment in accordance with the provisions of Letter Agreement 96-107 which allows co-mingling of the workforce. Since his return to work, grievant has worked primarily on Title 200 equipment given there is a higher percentage of assigned T200 equipment at the headquarters.

Discussion

Union argued that LA 96-107 was not intended to allow Title 300 personnel to *primarily* work on T200 vehicles and equipment. The grievant's current assigned work is primarily T200 equipment and therefore is not consistent with the intent of language.

Company argued that this placement was to enable the employee to return to work in the same position he held prior to being placed on LTD. While it was not the Company's original intent to fill this position with a T300 classification, the Company did so to accommodate the needs of an employee returning from LTD. The Company further argues that the assignment is consistent with the language of LA 96-107.

Decision

The Committee discussed this case at length. In this instance the grievant maintained his wages and classification and it is the decision of the Committee to close this case without adjustment. Further this settlement is without precedence and prejudice to the position of the parties and does not supersede or set aside Letter of Agreement R1-96-07, PRC 12489, RC 20069 or RC 1806.

s/Robin Wix                      6/2/2014  
Robin Wix, Chairman              Date  
Review Committee

s/ F.E. (Ed) Dwyer, Jr.              6/2/2014  
F.E. (Ed) Dwyer Jr, Secretary              Date  
Review Committee