



REVIEW COMMITTEE

2.1 -Alleged improper
106.12 utilization of agency
empls moot as result
of new language in
106.12.



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

MAY 29 1991

**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED MAY 23 1991

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE DECISION

General Construction Grievance No. 3-2022-89-127
Review Committee File No. 1711-90-16

This case concerns the use of a temporary agency Electrical Technician at DCPD from October 3, 1988 to March 11, 1989 and again for 109 days beginning April 11, 1989.

The Union opined that such utilization violated the letter agreement implementing the Arbitration Case No. 142 decision, which provides for utilizing agency technician classifications for up to 110 workdays. Company opined that no violation occurred in that there was a 30 day break between the two work periods.

While this grievance was being processed, the parties negotiated a new contract Section 106.12 which states:

106.12 TEMPORARY ADDITIONAL EMPLOYEE (Added 1-1-91)

In order to make assignments for occasional or seasonal work, Company may hire temporary additional employees in accordance with the following conditions:

(a) Company shall first fill all temporary vacancies pursuant to subsection 205.3 wherever possible.

(b) Temporary additional employees shall attain regular status upon the completion of 1,040 hours in any 365 day period. However, temporary additional employees shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as specifically provided herein.

(c) The utilization of any temporary additional employee shall be considered as "contracting out of work" for the purposes of Letter Agreement 88-104, but such employees will not be considered as working in the affected department for the purposes of Letter Agreement 88-104.

(d) Company shall utilize temporary additional employees in place of any agency employees.

The provisions of Subsection (d) shall preclude the situation giving rise to this grievance.

On the basis of the foregoing, this case is closed without adjustment. Union, however, reserves the right to reargue their position with respect to a break in an agency person's use if some future agreement is reached which exempts DCP from the provisions of Section 106.12.

FOR COMPANY:

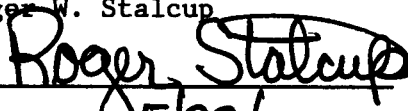
William J. Eddy
Ronald A. Morris
James K. Randolph
David J. Bergman

By 

Date 5-23-91

FOR UNION:

Patrick S. Nickeson
Fred H. Pedersen
Arlis L. Watson
Roger W. Stalcup

By 

Date 5/23/91