



REVIEW COMMITTEE



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DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Review Committee Decision No. 1806

- PRC 1861; KERN DIV. CASE NO. BAK-94-7
- PRC 1957; NORTH COAST DIV. CASE NO. STR-94-29
- PRC 1981; SACRAMENTO DIV. CASE NO. SAC-94-88 and SAC-94-89
- PRC 1983; NORTH VALLEY DIV. CASE NO. CHI-95-37
- PRC 2029; NORTH VALLEY DIV. CASE NO. CHI-94-65
- PRC 2037; MISSION DIV. CASE NO. HAY-95-12
- PRC 2040; SAN FRANCISCO DIV. CASE NO. SFO-95-18
- PRC 2041; NORTH BAY DIV. CASE NO. SNR-94-29
- PRC 2042; NORTH BAY DIV. CASE NO. SNR-94-31
- PRC 2043; SACRAMENTO DIV. CASE NO. SAC-95-31, SAC-95-32,
SAC-95-33 AND SAC-95-34
- PRC 2052; EAST BAY DIV. CASE NO. OAK-95-74
- PRC 2079; DIABLO DIV. CASE NO. CON-95-51 AND CON-96-01
- PRC 2082; SAN JOSE DIV. CASE NO. SJO-95-17
- PRC 2121; KERN DIV. CASE NO. BAK-97-08

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Subject of the Grievances

These cases have been grouped together because they involve common issues resulting from the impact of the Company's reorganization on the provisions of the labor agreement involving employees covered by Title 200 and Title 300 of the Physical Agreement in the General Construction Mechanical and Division Garage Departments. Further, they concern functional areas other than Gas or Electric T&D Department of Customer Energy Services Business Unit. As such, they were not covered by Letter Agreement 96-107, dated November 21, 1996.

Discussion

These grievances were mostly filed during 1993-1994, a period of considerable strain in the relationship between labor and management resulting from the demotions, displacements, and lay-offs that were taking place. The Union's insistence on the separation of Title 200 and Title 300 work forces and resources was an effort to establish through the grievance procedure well defined work jurisdictions and thereby maintain employment for as many bargaining unit employees as possible.

Subsequent to the April 5, 1995 rescission of Company's plans to further downsize the work force in CES, the parties entered into a partnering relationship to work collaboratively toward furthering the company's ability to compete in a rapidly changing environment. There have been many discussions on many issues through labor management committees. Many of the committees have had discussions about "co-mingling" of Title 200 and Title 300 employees and resources. As a result there have been fewer grievances filed over these issues since January 1996.

For the most part, these cases originated in functional areas where there had been historic use of Title 300 employees to augment Title 200 staffing needs. In general, it was more common to loan Title 300 employees to the Divisions, Power Plants, Hydro or Fleet facilities than to loan Title 200 employees to General Construction, but it is a two way street. With the elimination of the ENCON Business Unit and decentralization of Title 300 employees to the other Business Units, the likelihood and benefit of co-mingling employees and resources were increased.

The Pre-Review Committee is in agreement that it is in the best interest of all concerned to make the most efficient and effective use of all resources as possible. Some of these cases establish that over time, practices have evolved which further that mutual goal. It is not the intent of the Pre-Review Committee to disturb those practices.

However, there is a need to reach some understanding about the co-mingling of Title 200 and Title 300 employees and resources within the GC Fleet and Division Garage Departments. In conjunction with the review and discussion of these cases, the Pre-Review Committee reviewed the details of Letter Agreement R2-96-107, which recounts the agreement reached by the parties relating specifically to job security and flexibility issues for Division Garage Department and for the General Construction Fleet Department. As this document captures the final results of a Labor-Management Committee's efforts to reach a common understanding of issues related to job security and Company flexibility, the Pre-Review Committee is of the opinion that it should be accorded heavy weight in the resolution of the grievances addressed in this Decision.

Section C, Paragraph 2 of LA R2-96-107, which was signed on November 26, 1996, states: "The Company will provide job security to the Title 200 and 300 work force through the ratio and the Company can co-mingle the work force. In general, the Title 300 employees will support the Title 300 work force and the Title 200 employees shall support the Title 200 work force, but either group can perform work on any Company vehicle or piece of equipment".

In reviewing the 19 separate grievances addressed in this decision, the Pre-Review Committee took into consideration the past history of the types of work assignments at issue, other grievance settlements on similar type cases in other departments, agreements reached through the Labor-Management partnership process regarding the issue of co-mingling in other departments, and the specific provisions of the partnership agreement worked out by the department at issue. It should be noted that the partnership agreement was executed long after the filing date of the grievances herein addressed.

Facts of Each Case and Decisions

PRC 1861, Kern Division Case No. BAK-94-7

This case concerns the assignment of a Title 300 Mechanic to Topock to work on Division equipment in Topock. Union alleges that historically Topock equipment needs have been met through the assignment of work to Title 200 Mechanics from the Hinkley Station who traveled 175 miles and four hours to Topock. The discontinuance of the Topock assignment significantly reduced the overtime worked by the Hinkley Mechanics. In a grievance filed on 1/7/94, the Union requests a return to the former practice.

Company discontinued the Hinkley assignment after 1992 due to business necessity, apparently due to the distance and time to travel and the cost to the company in overtime and expenses. Company maintained that Topock needs were met through the use of contractors, as well as by upgrade of Topock Transmission Mechanics to Equipment Mechanic. Following settlement of a grievance regarding the use of upgraded Transmission Mechanics, Company assigned the work to a GC Field Garage Mechanic A. At the same time, Company posted the Equipment Mechanic as A New Classification in Headquarters in Topock. Although Company stated there were inadequate facilities for a regularly assigned Equipment Mechanic at Topock, they stated the assignment of the GC Field Mechanic was temporary until the necessary facility improvements could be made.

Company cited PRC 192 as precedence for the temporary assignment of a GC Field Mechanic to a Division facility to work on Division equipment.

The assignment of a Title 300 Field Garage Mechanic to perform all repair and maintenance work on vehicles and equipment assigned to a Title 200 work force at Topock is permissible. Letter Agreement R2-96-107-PGE states that "...either group can perform work on any company vehicles or piece of equipment".

From the facts presented, the shift of this work from Title 200 Mechanics headquartered at Hinkley to Title 300 Mechanics assigned to the general Topock area is neither short term or temporary, but is a permanent shift. At the LIC, Company characterized the utilization of a Title 300 Mechanic as temporary, until necessary facility improvements could be made (installation of a Division Garage) and a Title 200 Equipment Mechanic position could be filled. However, since the grievance was filed in January 1994, an Equipment Mechanic position has been filled.

This case is closed on the basis of the foregoing.

PRC 1957, Humboldt Division Case No. STR-94-29

Title 300 field Garage employees were assigned to work at the Humboldt Division Eureka Garage performing inspections and large repairs. Two Title 200 Equipment Mechanics were off work with disabilities and the backlog of work was too large for the remaining Division employees to meet the business need. The Fleet Services Supervisor testified that the use of GC Field Garage employees to augment Division employees, as well as the specific work in question is a system-wide historical practice.

The file contains no information about the duration of the assignment, how many employees worked, or whether there was any overtime worked. The grievance was filed by Union on 6/8/94. It appears the GC Field Garage Mechanics were still assigned to the Eureka garage when this case was referred to PRC on 3/22/95.

The Pre-Review Committee is in agreement that co-mingling of Title 200 and 300 Fleet employees is permissible but limited to some time frame. The Committee is also in agreement that such time frame cannot be absolute as such may be in conflict with the collective goals of job security and Company flexibility. Where the assignment of a Title 300 Fleet employee to a Title 200 garage is for the purpose of filling behind an employee off work due to a disability, forcing the headquarters to fill a position on a permanent basis at some point in time during which the disabled employee continues to "own" a position at the headquarters potentially creates a possibility of a displacement upon the return of the disabled employee. The same could be said for temporary vacation/sick leave relief, or other relatively short term absences of the regularly assigned employee. The PRC noted Section 205.1 (c) which states: "A vacancy created by an employee's absence on "leave" or by reason of industrial disability shall be deemed to be a temporary vacancy." Based on contract language, Company may not fill such a vacancy on a regular basis.

Given the facts in this grievance, utilization of Title 300 Mechanics to relieve behind two Title 200 Equipment Mechanics absent due to temporary disability is not in violation of the agreement. However, should either or both the disabilities become permanent, and if Company takes steps to fill the positions, they should be filled as Title 200 Equipment Mechanics, since the headquarters is a Division Garage - Eureka. The Company should use the provision of 205.3 prior to utilizing the Title 300 employees. Since the filing of this grievance, two Title 200 positions have been filled.

This case is closed.

PRC 1981, Sacramento Fleet Case No. SAC-94-88 and SAC-94-89

Grievance No. SAC-94-88: Division vehicles in Colusa had been serviced by Equipment Mechanics from the Division garage in Vacaville until mid 1993. At that time the decision was made to have the 43 Colusa vehicles serviced by a GC Field Garage Mechanic who roved the territory for that area. This saved the three-hour round trip which had routinely been made by the two Vacaville Equipment Mechanics. The Vacaville Mechanics estimated that they spent 20-30 hours per week maintaining the 43 Colusa vehicles. The Vacaville Garage Area Supervisor stated the arrangement was a temporary situation "until the cutbacks were established". There was no reduction of vehicles in Colusa or of Garage employees in Vacaville. In fact, an additional Equipment Mechanic position was filled in Vacaville to handle their growing workload.

Grievance No. SAC-94-89: In June 1994, a similar decision was made regarding the needed work of the Division equipment assigned to the Davis headquarters. Prior to June 1994, eight Division vehicles were driven from Davis to Woodland, sometimes on overtime, while there was a full service General Construction Davis Repair Facility four blocks away. The Davis Repair Facility is staffed with Title 300 employees. There was no reduction of the vehicles assigned to the Division headquarters nor in the Garage employees assigned to Woodland.

Union alleged Company was improperly intermingling Title 200 and Title 300 work force, and was trying to circumvent the provisions of Titles 208 and 212. The correction asked for is to return the work to the Division garages and pay all affected employees all wages and benefits they have been denied as a result of Company action.

L/A R2-96-107 states that any Fleet employee, whether Title 200 or 300, can work on any company vehicle, or piece of equipment. In general, Title 300 employees will support the Title 300 workforce and Title 200 shall support the Title 200 workforce. Noting that there is no Division Garage Facility located at either Colusa or Davis, these cases are closed without adjustment.

PRC 1983, North Valley Case No. CHI-95-37

This grievance arises from the Division garage in Redding. A Garageman had been issued a Title 206 displacement notice. On 3/7/95, Union filed a grievance contending Company was misapplying the provisions of Title 206. On 4/5/95, Company and Union reached agreement to call off all displacement activity in the CES Business Unit, thus making this grievance issue moot. Two Equipment Mechanics took the Voluntary Retirement Incentive in 1993. Company stated it planned to fill both positions. The Union cited allegations of contracting of work normally performed by bargaining unit employees but none involve the Redding headquarters.

The Pre-Review Committee is unable to identify any issue in this grievance file that remains unsettled. This case is closed without adjustment.

PRC 2029, North Valley Case No. CHI-94-65

This case concerns the use of two Title 300 Field Garage Mechanics to provide relief for one Equipment Mechanic upgraded to Fleet Services Supervisor and another Equipment Mechanic who was on a medical leave from the Division Garage in Burney. The Equipment Mechanic, absent due to medical leave, apparently was out from 9/29/94 to 10/17/94. The temporary upgrade out of the unit for one Equipment Mechanic began on 8/23/94, and was apparently continuing at the time this case was forwarded to the Pre-Review Committee on 5/26/95. The Northern Area Fleet Services supervisor provided substantial testimony claiming a long-standing system-wide practice of using Title 300 Mechanics to provide relief in Division garages. Some of the testimony was from his personal experience and some from his questioning of other Garage Foremen around the system.

There were no Title 200 prebidders to Burney in the headquarters or within a commutable distance.

The utilization of a Title 300 Field Garage Mechanic A at the Burney garage in relief of an Equipment Mechanic on medical leave from 9/29/94 to 10/17/94 was appropriate.

The other assignment of a Title 300 Mechanic was to fill behind an Equipment Mechanic upgraded to Fleet Services Supervisor. The upgrade began on 8/23/94 and appeared to be ongoing when this case was forwarded to PRC, on 5/26/95, a period of approximately nine months.

The issue of upgrades of bargaining unit employees out of the unit and the resultant affect on the bargaining unit and contractual obligations has been addressed before in Arbitration Case 199, cases PRC 1620 AND 1697. In keeping with these earlier decisions, the PRC agrees that when upgrades out of the bargaining unit exceed one year, Company needs to make a determination as to the upgraded employee's continued status.

If the upgrade of the Title 200 Equipment Mechanic out of the unit exceeded one year, Company would need to return the Title 300 employee to the field or another assignment. Company would have the option of filling a Title 200 Equipment Mechanic position at the Burney Garage. However, if there is contracting pursuant to Section 207.2 and if the Department is below the floor number systemwide, then pursuant to Section 207.2 (b) Company would be obligated to fill additional positions.

Currently in Burney there are two Equipment Mechanics, Title 200, and one Title 200 Garage Subforeman. Based on the current staffing at Burney, this case is closed.

PRC 2037, Mission Division Case No. HAY-95-12

Effective January 1, 1995, the General Construction Fleet Supervisor positions were eliminated and the Title 300 Field Garage Services employees began reporting to the Division Fleet Services Supervisors. Effective February 6, 1995 a GC Field Mechanic began reporting to the Livermore Service Center from his home in Manteca each day to pick up a company truck. Hayward is the GC Mechanic's headquarters for per diem purposes. This Field Mechanic is responsible for repairing Division vehicles/equipment at the Livermore Training Center. Routine maintenance to these vehicles/equipment is generally done by Division Garage Department employees. The Title 300 Mechanic also performs maintenance and repair to GC equipment in the Livermore/San Ramon area and Division and GC road repair. When not at Livermore or in the field, he reports to the Hayward Division Garage where he works on both Division and GC equipment.

A Title 200 Garageman headquartered at the Hayward Garage does the inputting into Total Equipment Automotive Management System (TEAMS) for all Division and GC vehicles/equipment repaired and maintained by both GC and Division Mechanics.

A GC Field Clerk headquartered at the Fremont Garage is responsible for work related to maintenance/repair of GC vehicles and equipment, including TEAMS. She also puts accounting information on all invoices for Mission Division fleet before they are sent to administrative services for inputting into FIS. Additionally, she performs miscellaneous assignments for the Division Fleet Services Supervisor.

The grievance indicates it was first stepped on October 19, 1994 and submitted on November 17, 1994. However, the postmark date on the envelope the grievance was received in is dated March 13, 1995.

The supervisor testified that Title 300 Mechanics have historically been used in Division garages.

Company claims that since the filing of this grievance, two Title 200 Garage Mechanics have been assigned to the Livermore Garage and that one Title 300 Field Garage Mechanic A continues to work in the area. It appears to the Pre-Review Committee that for a period well in excess of a year, a Title 300 Field Garage Mechanic A was assigned part time to the Livermore (Title 200) Garage and part time to the Hayward (Title 200) Garage. When at the Livermore Garage, it appears this Title 300 employee performed maintenance and repair work only on Title 200 vehicles and equipment. While at the Hayward Garage, he was assigned to work on both Title 200 and Title 300 vehicles and equipment. When not at either Garage, he performed field or road work on both Title 200 and Title 300 vehicles and equipment.

The Title 300 Field Garage Mechanic is not replacing an absent employee at either the Livermore or Hayward Garage. He is performing excess work load that would otherwise be performed by a Title 200 employee. In this respect, the Title 300 employee has taken on the identity of a Title 200 employee.

The Pre-Review committee noted that the Title 300 Field Mechanic performed work on Title 300 vehicles/equipment in Hayward and performed field services and repair, in addition to the amount of time at Livermore working on Title 200 vehicles/equipment. Subsequent to the filing of this grievance, company added two Title 200 Equipment Mechanics to the Hayward Garage. Without more detailed records, the PRC is not in a position to determine if these assignments are in keeping with L/A R2-96-107, Item C2, which states, in part: "In general, the Title 300 employees will support the Title 300 work force and the Title 200 employees shall support the Title 200 work force, but either group can perform work on any Company vehicles or piece of equipment."

When making future assignments, Company will consider the above language.

A second issue is this grievance, clerical work, was referred to a subcommittee of the 94-53 committee for a recommendation of settlement. It is noted by the Union member of the Pre-Review Committee that the issue the subcommittee is to examine goes well beyond co-mingling of Title 200 and Title 300 employees. In this instance, the issue cuts across the line between employees covered by the Physical Agreement and the Clerical Agreement. The transference of work across bargaining unit lines is at minimum a sensitive issue. The 94-53 committee was unable to recommend a disposition to this issue that was acceptable to the Company's Manager of Industrial Relations and the Union's Business Manager, the work should be returned to the appropriate classification and bargaining unit until such time the parties negotiate a change. This issue is referred back to the LIC for resolution.

PRC 2040, San Francisco Division Case No. SFO-95-18

On Feb 6, 1995, the GC Fleet Department was reorganized and reporting relationships changed to Division Fleet Services. Certain clerical functions to support GC Fleet classifications such as time reporting (payroll), invoice processing (FIS), and processing credit card transactions which had been performed by Title 300 Field Clerks was transferred to Operating Clerks covered by the Clerical Bargaining Agreement. As the Field Mechanics are on fixed distribution, the amount of time reporting is limited to exception reporting. Inputting of repair/maintenance information into the TEAMS system for work performed by these five GC Mechanics was previously done by a GC Field Clerk. After the reorganization, a Title 200 Garage Subforeman or Garageman is assigned this work. The amount of work performed described in the LIC report is characterized by Garage Department supervision as being minimal, however, a couple of exhibits seem to indicate that some GC clerical support work is backlogged and not being worked. Union believes the total clerical support work for the five GC Mechanics takes a minimum of four hours per day, more at times, and that such was not minimal.

The grievance cites the San Francisco and Belmont as the Division headquarters that are in violation of the agreement. Four Field Garage Mechanics A report to the San Francisco Garage and one Field Mechanic A reports to the Belmont Garage. No Title 300 employees report to the Colma Garage. No Title 300 Field Clerks are assigned to support GC Mechanics at either headquarters.

This case was referred to the clerical subcommittee of the Fleet 94-53 committee for recommendation of settlement. The Pre-Review Committee retained jurisdiction over the issue if it was not otherwise settled

The clerical subcommittee was unable to reach agreement. The work should be returned to the appropriate unit until such time the parties negotiate a change. This issue is referred back to the LIC for resolution.

PRC 2041, North Bay Division Case No. SNR-94-29

On or about October 3, 1994, company began using GC Field Mechanics on straight time to respond to road emergencies of Division vehicles between the start of regular work hours for the GC Mechanics and 3:30 p.m.. This reduced the number of Title 212 call-outs to Title 200 Equipment Mechanics. The Vallejo Garage operates 3:30 p.m.- 11:30 p.m. Monday through Thursday and 9:30 a.m. - 6:00 p.m. on Fridays. Prior to 10/3/94, road emergencies that required a response from a PG&E Mechanic were assigned to Title 200 employees from the Title 212 list. An e-mail dated 9/29/94 to all construction supervisors in Vallejo and Napa instructed them to contact the San Rafael Fleet Supervisor for road assistance during times when the Vallejo Garage was not operational. The San Rafael Fleet Supervisor would then make the necessary arrangements and dispatch a Mechanic, which could be Title 200 or Title 300 employees depending on the circumstances.

This grievance was filed on 11/1/94 and cites assignment of a GC Mechanic to respond to the field for repair to Title 200 vehicles/equipment on 10/3/94, 10/31/94 and 12/6/94.

The decision in this case is outlined in PRC 2042.

PRC 2042, North Bay Division Case No. SNR-94-31

The issue in this case is the same as in PRC 2041, except that it is on behalf of the Napa Garage Title 200 employees. In a grievance filed on 11/8/94, Union cites five dates between 10/10/94 and 12/15/94 on which a GC Mechanic was utilized to perform maintenance/repair to Title 200 vehicles/equipment during regular work hours for the GC Mechanic but outside of regular work hours for the Title 200 Mechanic. Union again grieved over Company's unilateral modification of the 212 procedure.

There is no violation of the Agreement in either of these cases (PRC 2041 and 2042), since no one was called out, no one was bypassed. The practice, however, did change at the headquarters. In the opinion of the Review Committee, this type of response is what was envisioned when the Labor-Management Committee recommended and the parties agreed to Letter Agreement 96-107. Employees who are working and able to respond will be dispatched first. If no one is available or working, then the appropriate 212 list shall be utilized, or if a GC Mechanic is needed, the provision of Title 308 will be used.

PRC 2043, Fleet Services Case Nos. SAC-95-31, 95-32, 95-33, & 95-34

This grievance followed the February 6, 1995 reorganization of GC Fleet Services. The four grievances were filed on behalf of Field Clerk (Title 300) and Parts Clerk (Title 200) in Vacaville and Field Clerk (Title 300) and Utility Clerk (Clerical) in Sacramento. With the consolidation, the Fleet Services Supervisor was assigned four GC Mechanics, but with no clerical support. Prior to the reorganization, clerical support for these four GC Mechanics was provided by a Title 300 Field Clerk.

Under the supervision of the Title 200 Fleet Services Supervisor are two Parts Clerks, one in Sacramento and one in Vacaville. Following the reorganization, they performed parts ordering and bill payment for all Title 200 and Title 300 bargaining unit employees in their areas. One Operating Clerk in Sacramento performs payroll processing for all garage personnel in the area.

This case was referred to the clerical subcommittee of the Fleet 94-53 committee for recommendation of settlement. Settlement was not reached. The work should be returned to the appropriate unit until such time the parties negotiate a change. This issue is referred back to the LIC for resolution.

PRC 2052, East Bay Division Case No. OAK-95-74

This case concerns co-mingling of Title 200 and Title 300 employees in the Richmond Garage. There are: 2 GC Field Mechanics A's, 2 Title 200 Garage Subforemen, 3 Title 200 Equipment Mechanics, 2 Title 200 Garagemen, and 1 GC First Field Clerk.

The GC Mechanics and two Equipment Mechanics work in the major repair function. The other Division employees perform routine base load Division work. 60-70% of the GC Mechanics time is spent on GC equipment. The Subforemen directs the work of the division personnel; the Fleet Supervisor directs the work of the GC Mechanics. The First Field Clerk does time reporting and all other clerical support for all Title 200 and Title 300 employees in the Richmond and Oakland garages.

There are seven Title 200 and three Title 300 employees reporting to this Garage facility. The two Title 300 Field Garage Mechanic A's and two Title 200 Equipment Mechanics appear to perform identical work on an on-going and continuous basis - that is, major repair function. All work is performed in the garage facility. It does not appear that the Title 300 classifications perform work in the field. They are not assigned to the headquarters to replace absent Title 200 Garage Department employees.

While the Title 300 Mechanics have been assigned to a Division Garage, the record indicates they have been assigned to work on Title 300 vehicles and equipment a majority of the time (60-70%) and therefore this assignment is in compliance with Item C2 of L/A R2-96-107. It would appear that the Company, in an effort to be more efficient, is consolidating the number of locations where vehicles and equipment are repaired by utilizing existing facilities.

The issue related to the assignment of a Title 300 Field Clerk to perform the clerical support work for all Title 200 and Title 300 employees at both the Oakland and Richmond Garage was referred to the clerical subcommittee of the Fleet 94-53 committee for recommendation of settlement. A settlement was not reached.

The work should be returned to the appropriate unit until such time the parties negotiate a change. This issue is referred back to the LIC for resolution.

PRC 2079, Diablo Division Case No. CON-95-51 and CON-96-01

Primarily at issue in Case No. CON-95-51 is the utilization of a Concord Division Garage Equipment Mechanic temporarily assigned to the Antioch Division Garage, where he worked under the direction of a Division Garage Subforeman. Also assigned to the Antioch Division Garage was one Title 300 Field Garage Mechanic A. Both the Title 200 Equipment Mechanic and the Title 300 Field Garage Mechanic A worked on vehicles and equipment assigned to Division and GC, including performing emergency road work. It appears this assignment lasted for approximately two months. Although not clear in the LIC Report, it appears there is no Title 200 Equipment Mechanic job filled at the Antioch Garage.

Following the return of the Title 200 Equipment Mechanic to his regular Concord Garage headquarters, this same employee was dispatched to assist a Title 300 Field Garage Mechanic A in the Walnut Creek area where both worked on Division and General Construction vehicles and equipment. It appears from the report that prior to November 1995, two Title 300 Field Garage Mechanic A's were assigned to the Walnut Creek area, where they maintained both GC and Division vehicles and equipment. One of the Title 300 Mechanics was transferred to another area, at which point the Title 200 Equipment Mechanic from Concord began working with the Title 300 Field Garage Mechanic in Walnut Creek. It appears that this assignment was continuing at the time the LIC completed its Report. The Fact Finding Committee did not indicate there had been a discontinuance of the practice when the grievance was forwarded to the Pre-Review Committee in September 1996. Thus, it appears the practice was in place for ten months and continuing.

Following the return of the Title 200 Equipment Mechanic to his regular headquarters at Concord, he was assigned to work in the field in the Walnut Creek area where he worked with and performed the duties of a Title 300 Field Garage Mechanic A. These assignments came at the request of the Field Garage Mechanic A and were for of an emergency nature in that the work was to do whatever was necessary to field the crews but not to do preventive maintenance or scheduled work. The record does not indicate the frequency of these help calls. While neither the assignment to Antioch or Walnut Creek appear to have been in support of the Title 200 work force or to have been in relief of an absent employee, the assignment appears to be consistent with the language and intent of L/A 97-106 where either class of employee can work on the equipment of the other. The record does not indicate how long the Walnut Creek assignment continued. If this additional work (additional for the Title 200 Mechanic) continued for more than six consecutive months, then Company should assess the need to reassign a Title 300 Mechanic to the Walnut Creek area or consider an additional position. The PRC does note that in executing L/A 96-107, the company did commit to filling 15 additional Apprentice positions.

At issue in Case No. CON-96-01 is the utilization of both Title 200 Equipment Mechanics and Title 300 Field Garage Mechanic A's to perform annual inspections on General Construction equipment. This work was done on Saturday and Sunday, December 9 and 10, 1995, on overtime. All Title 200 Equipment Mechanics and Title 300 Field Garage Mechanic A's at Concord, Walnut Creek and Antioch were offered the opportunity to perform this work on overtime. Most employees did work. Union opined that because the equipment being inspected was assigned to GC, only Title 300 Mechanics should have been assigned all the work. Union also stated that prior to the reorganization of the Fleet Services Department in February, 1995, Title 200 Mechanics were never used to inspect GC equipment. Currently at the Antioch Garage, there are three Title 200 positions and two Title 300 positions filled.

The record reflects that all Title 300 Field Garage Mechanics at Walnut Creek, Concord and Antioch were offered the opportunity to work. All who wished to work did so. Title 200 Equipment Mechanics from the same headquarters were also offered the opportunity to work prearranged overtime, and again, those who were interested in working did so. The LIC Report notes that it was a change in past practice to have Title 200 Mechanics do inspections on GC equipment.

Noting the language in Section c (2) of Letter Agreement R2-96-107-PGE, the Labor Management Committee recommended and the Parties agreed that "...either group (Title 200 or 300 Mechanics) can perform work on any Company vehicle or piece of equipment". Applying this language to the case at hand, there is no violation in assigning Title 200 Mechanics to perform inspections on GC equipment. This assignment was a specific project - completion of the annual inspection on all GC equipment in the area. The assignment was limited and short term, having been completed in two days.

In as much as all Title 300 Mechanics who wished to work did work, there is no circumvention of the provisions of Title 308. For these reasons, case is closed without adjustment.

PRC 2082, San Jose Division Case No. SJO-95-17

Prior to the 2/95 reorganization of the Fleet Services Department, there were four geographically located Title 300 Mechanical Field Services organizations, consisting of Title 300 Mechanics and Field Clerks. GC Field Clerks performed all clerical support functions for the organizations. In the San Jose area, the Title 300 Field Services organization consisted of 20-27 Field Garage Mechanic A's and three Field Clerks. This group services GC equipment for the Mission, San Jose, De Anza, Central Coast and Las Padres Division areas. As part of the reorganization, this Field Services structure was eliminated and the Title 300 Mechanics were dispersed amongst the Division Fleet Operations. Subsequent to the reorganization, all clerical support work for the 20-27 Title 300 Field Garage Mechanics has been performed by Clerical Bargaining Unit employees headquartered at the Cinnabar Garage. Although there was no Title 306 activity in conjunction with the reorganization of Garage Department work, the LIC Report notes that the number of Title 300 Field Clerks providing clerical support to Mechanics has been reduced from 16 to 13 employees.

The issue of Clerical Bargaining Unit employees being utilized to perform the clerical support work for all Title 300 field mechanical employees in the San Jose area was referred to the clerical subcommittee of the Fleet 94-53 committee for recommendation of settlement. A settlement was not reached. The work should be returned to the appropriate unit until such time a change is negotiated. This issue is referred back to the LIC for resolution.

PRC 2121, Kern Division Case No. BAK-97-08

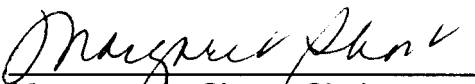
On March 4, 1997, a Title 300 Field Garage Mechanic A was transferred from Kern Power Plant to the Bakersfield Garage. Prior to the transfer, the grievant worked a Monday-Thursday 4 day/10 hour day schedule. At the Bakersfield Garage, he was assigned to a Monday through Friday 3-11 p.m. schedule. Per the LIC Report, the grievant was transferred to the Bakersfield Garage to replace a Title 300 Hiring Hall Field Garage Mechanic A. who resigned after being assigned to the Bakersfield Garage for two years. Union contended the schedule change as well as the co-mingling were violations of the Agreement.

The Pre-Review Committee is in agreement that Title 300 employees are subject to transfer pursuant to the provisions of Titles 301 and 302 of the Agreement. An employee may be transferred from a headquarters that is utilizing a 4 day/10 hour schedule to another headquarters that is utilizing a 5 day/8 hour schedule. Such transfers, however, should be made at the break in the work week so that the employee does not end up on a schedule that provides for working more than 40 hours at the straight rate of pay during the week. If an assignment to a different schedule must take place following the start of the work week, than all hours worked outside "regular" work hours (the work hours of the 4 day/10 hour schedule) and on non-work days (Friday) should be compensated as provided for in Title 308, overtime. The employee may then be assigned to the new schedule at the beginning of the next following work week, subject to the provision of Subsection 302.7.

Regarding the assignment of the grievant to the Bakersfield Garage, the Committee is in agreement the assignment was inappropriate. The grievant was placed in a Title 200 garage to replace another Title 300 employee who had already been assigned to the garage for two years. No Title 200 employee was temporarily absent from the headquarters; the assignment was neither short term or temporary. Continuously for approximately 2 ½ years, it appears there has been a need to fill a Title 200 position at the Bakersfield Garage. As in PRC 2079, if a Title 300 Mechanic has been continuously assigned for six months or more to the Bakersfield Garage for additional work then he should be reassigned and some decision made about proper staffing levels.

Summary

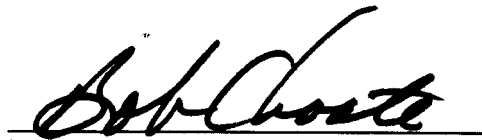
These cases are considered closed on the basis of the above findings and conclusions, and should be so noted the Local Investigating Committee(s). It should also be noted that the 94-53 Fleet needs to meet on a more regular basis to update on current staffing levels, attempt to resolve 200/300 issues, and to explore more efficient and cost effective ways to ensure job security and be competitive.



Margaret A. Short, Chairman
Review Committee

6/21/00

Date



Bob Choate, Secretary
Review Committee

6/22/00

Date