



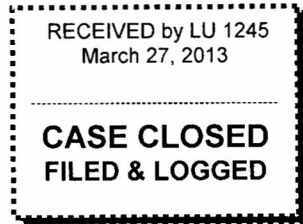
REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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VACAVILLE, CALIFORNIA 94696
(707) 452-2700

DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL



F.E. (ED) DWYER Jr, SECRETARY

Review Committee Number 20144 Electric Operations – TSM&C – Santa Rosa

Deanna Helm
Company Member
Local Investigating Committee

J.V. Macor
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether the provisions of Section 205.3 (Filling Temporary Vacancies) must be followed when assigning switching duties to Electricians.

Facts of the Case

Letter Agreement 10-01-PGE established the Electrician-Switching classification in the Electric Maintenance line of progress. Note number 6 in the letter agreement discusses Electrician's performing switching:

Employee classified as Electrician will still be required to perform switching duties. When an employee classified as an Electrician is assigned to perform station or plant bus switching and is not under the direct supervision of a working foreman or exempt supervisor during the time switching is performed, such employee will be compensated as the Electrician-Switching rate of pay for the time involved, but in no case less than eight hours at the straight time rate of pay.

Prior to the implementation of this letter agreement, Electricians who were assigned to perform switching as described above were compensated at the System Operator No. 3 rate of pay in accordance with Letter Agreement R2-87-112-PGE.

Discussion

At the earlier stages of the grievance procedure the Union had argued that the provisions of Section 205.3 needed to be followed when assigning Electricians switching which would result in compensation at a higher rate of pay. As such, such work should be offered to the Electricians at the headquarters on the basis of seniority. The Company argued that utilizing

the provisions of Section 205.3 would not be practicable and is not required under the letter agreement.

The Committee noted that the language in LA 10-01 and LA 87-112 both refer to the assignment of switching to Electricians. . The assignment of switching is just that, an assignment of work. LA 10-01 does not require the use of Section 205.3. Finally, a requirement to use the provisions of Section 205.3 would be a change in the interpretation and application which has been in place at least since 1987.

Decision

The Committee agrees there is no violation and closes this grievance without adjustment. This decision is not intended to circumvent any section of the Agreement including 205.3 for other classifications.

For the Company:

Doug Veader
Laura Sellheim
Rod Williams
Tanya Moniz-Witten

By: *Doug Veader*
Date: 3/27/13

For the Union:

F.E. (Ed) Dwyer Jr.
James Brager
Mike Scafani
Karen Russell

By: *F.E. Dwyer Jr.*
Date: 3/27/2013