



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, ROOM 1508  
MAIL CODE P15B  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-8510

**RECEIVED DEC 27 1996**

**CASE CLOSED  
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

### ARBITRATION CASE NO. 199 FLEET DEPARTMENT GRIEVANCES

Pre-Review Committee Case No. 1603, LOS-91-16  
Pre Review Committee Case No. 1724, SJO-93-6  
Pre-Review Committee Case No. 1761, CHI-94-12  
Pre-Review Committee Case No. 1792, DBU-93-7  
Pre-Review Committee Case No. 1901, SAC-94-34  
Pre-Review Committee Case No. 1912, BAK-94-28  
Fact Finding File No. 5539-93-177, FRO-93-24,25

These cases all involve contracting of bargaining unit work while below the floor number for the Garage Department allegedly in violation of Letter Agreement 88-104. These cases were referred to a 94-53 (Labor-Management) committee for discussion. On December 9, 1996 the Company and Union signed Letter Agreement No. 96-107, adopting the Labor Management Committee's recommendations for resolution.

As a procedural matter, the Review Committee agrees to the 94-53 committee's recommendations and closes these cases on that basis.

Margaret A. Short  
Margaret A. Short, Chairman  
Review Committee

Roger W. Stalcup  
Roger W. Stalcup, Secretary  
Review Committee

12/23/96

Date

12/23/96

Date



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OCT 20 1995

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ARBITRATION CASE NO. 199

Los Padres Division Grievance No. LOS-91-15  
Preview Committee File No. 1603  
San Jose Division Grievance No. SJO-93-6  
Pre-Review Committee File No. 1724  
North Valley Division Grievance No. CHI-94-12  
Pre-Review Committee File No. 1761  
General Services Grievance No. DBU-93-7  
Pre-Review Committee File No. 1792  
Sacramento Division Grievance No. SAC-94-34  
Pre-Review Committee File No. 1901  
Bakersfield Division Grievance No. BAK-94-28  
Pre-Review Committee File No. 1912  
Fresno Division Grievance No. FRO-93-24/FRO-93-25  
Fact Finding Committee File No. 5539-93-177

Subject of the Grievance:

The above referenced grievances were referred to Review Committee as Review Committee No. 1763, Review Committee No. 1764 and Review Committee No. 1765. The Committee has agreed to combine these cases into one document and refer them to the Fleet/Garage Department Title 8 Committee for settlement. These cases involve the intent of Letter Agreement 88-104 as it applies to the Fleet Department. Specifically, at issue is whether the work being contracted represents work that would normally be performed by bargaining unit employees.

The Company argued that the department has historically contracted out work that requires specialized equipment to perform such as windshield replacement, upholster repair or towing. The Union contends that while the total size of the bargaining unit has been reduced, contractors have also been performing bargaining unit work associated with routine maintenance of vehicles.

The Committee has determined that over the last several years the number of bargaining unit employees in the Fleet Department has been reduced below the established floor number. The question that remains is whether the work that has been contracted could be construed as work "normally performed" by the garage department employees. This question is being posed to the Fleet/Garage Title 8 Committee with the following guidance

from Arbitration Case No. 201:

The scope of bargaining unit work is defined on a system-wide basis, and the exchange of proposals which led to 88-104 reaffirmed the parties' intent to apply its terms and definitions on a system-wide basis. As a corollary, the unusual practices at one or two locations cannot control what is bargaining unit work normally performed on a system-wide basis. Neither will the unusual work practices, occupy a fraction of their time, or two or three employees provide a basis for a determination of bargaining unit work.

If it is determined that bargaining unit work has been contracted out while the number of employees was below the floor number, the Title 8 Committee shall determine the appropriate remedy bearing in mind the correction sought for by the Union. Conversely, it is determined that the work that was contracted out is not work normally performed by the bargaining unit, the Review Committee should be so advised so that it can close the case without adjustment. Finally, the Review Committee retains jurisdiction of these cases if the Title 8 Committee is unable to reach agreement.

Margaret A. Short  
Margaret A. Short, Chairman

10/19/95  
Date

Roger W. Stalcup  
Roger W. Stalcup, Secretary

10/19/95  
Date

207.2; 208.1; 205.3: Gr. related to  
reduction of b.u. while contracting;  
failure to utilize optimum voluntary OT;  
long-term temp.; upgrades on 88-104  
headcount.



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- ☐ DECISION
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ARBITRATION CASE NO. 199

Bakersfield Grievance No. BAK-94-49(P-RC 1913)  
Central Coast Division Grievance No. CCH-94-3 (P-RC 1749)  
Central Coast Division Grievance No. CCH-94-4 (P-RC 1750)  
Central Coast Division Grievance No. COA-91-9 (P-RC 1611)  
Central Coast Division Grievance No. COV-52-18-91-13 (P-RC 1610)  
Central Coast Division Grievance No. COV-52-18-92-14 (P-RC 1660)  
Central Division Grievance No. CEN-92-28(P-RC 1689)  
Corporate Services Grievance No. CTS-93-1 (P-RC 1934)  
DeAnza Division Grievance No. DEA-92-25 (P-RC 1690)  
Diablo Canyon Grievance No. NPG-553-93-024(FF 5516)  
Diablo Canyon Grievance No. NPG-548-93-19(FF 5501)  
Diablo Canyon Grievance No. NPG-585-94-018(FF 5786)  
Diablo Division Grievance No. CON-94-10 (P-RC 1970)  
Diablo Division Grievance No. CON-93-4 (P-RC 1972)  
Diablo Division Grievance No. DIA-92-11 (P-RC 1648)  
Fresno Division Grievance No. FRO-91-33 (P-RC 1574)  
Fresno Division Grievance No. FRO-92-26 (P-RC 1669)  
Fresno Division Grievance No. FRO-93-26 (P-RC 1743)  
Fresno Division Grievance No. FRO-92-6 (P-RC 1620)  
Fresno Division Grievance No. FRO-93-30 (P-RC 1816)  
Fresno Division Grievance No. FRO-93-31 (P-RC 1815)  
Fresno Division Grievance No. FRO-93-8 (P-RC 1700)  
Fresno Division Grievance No. FRO-92-18 (P-RC 1651)  
Fresno Division Grievance No. FRO-92-16 (P-RC 1663)  
Fresno Division Grievance No. FRO-94-51(FF 5942)  
Fresno Division Grievance No. FRO-93-28(P-RC 1746)  
Fresno Division Grievance No. FRO-94-22(FF 5937)  
Fresno Division Grievance No. FRO-94-10(P-RC 1860)  
General Construction Grievance No. SFO-GGR-92-10 (P-RC 1656)  
Humbolt Division Grievance No. HUM-91-3 (P-RC 1631)  
Kern Division Grievance No. BAK-94-1 (P-RC 1867)

Review Committee Files No. 1763, 1764, and 1765

Kern Division Grievance No. BAK-94-35 (P-RC 1909)  
Kern Division Grievance No. BAK-94-3 (P-RC 1819)  
Kern Division Grievance No. BAK-94-53 (FF 5936)  
Kern Division Grievance No. BAK-93-16 (P-RC 1852)  
Kern Division Grievance No. BAK-94-37-300 (P-RC 1910)  
Los Padres Division Grievance No. LOS-91-14 (P-RC 1609)  
Los Padres Division Grievance Nos. LOS-92-10 and LOS-92-11 (P-RC 1637)  
Mission Division Grievance No. MIS-91-33 (P-RC 1599)  
Mission Division Grievance No. MIS-92-7 (P-RC 1697)  
Mission Division Grievance No. MIS-92-8 (P-RC 1683)  
Mission Division Grievance No. MIS-92-9 (P-RC 1684)  
Mission Division Grievance No. MIS-91-20 (P-RC 1578)  
North Valley Division Grievance Nos. CHI-93-20, 21, 52(P-RC 1763)  
North Valley Division Grievance No. CHI-93-11 (P-RC 1763)  
Peninsula Division Grievance No. BEL-94-56(P-RC 1958)  
Peninsula Division Grievance No. GG-PD-93-4 (P-RC 1672)  
Peninsula Division Grievance No. GG-PD-93-5 (P-RC 1673)  
Peninsula Division Grievance No. GG-PD-93-7 (P-RC 1711)  
Peninsula Division Grievance No. GG-PD-93-8 (P-RC 1710)  
Peninsula Division Grievance No. PD-92-13 (P-RC 1686)  
Peninsula Division Grievance No. PD-92-14 (P-RC 1687)  
Sacramento Division Grievance No. SAC-94-33 (P-RC 1804)  
Sacramento Division Grievance No. SAC-94-40 (P-RC 1796)  
Sacramento Division Grievance No. SAC-94-32 (P-RC 1803)  
Sacramento Division Grievance No. SAC-94-41 (P-RC 1805)  
Sacramento Division Grievance No. SAC-94-42 (P-RC 1806)  
San Francisco Division Grievance No. GG-SF 42-2-89-14-5 (P-RC 1633)  
San Francisco Division Grievance No. GG-SF-42-2-90-21-14 (P-RC 1695)  
San Francisco Division Grievance No. SFO-92-35 (FF 5300)  
San Francisco Division Grievance No. SFO-GGR-92-27 (P-RC 1705)  
San Jose Division Grievance No. SJO-92-29 (P-RC 1725)  
San Jose Division Grievance No. SJO-92-25 (P-RC 1727)  
San Jose Division Grievance No. SJO-92-27 (P-RC 1726)  
San Jose Division Grievance No. SJO-93-02/05 (FF 5424)  
Stockton Division Grievance No. STKN-92-18 (P-RC 1661)  
Stockton Division Grievance No. STKN-93-15 (P-RC 1736)  
Yosemite Division Grievance No. MER-93-11 (P-RC 1755)  
Yosemite Division Grievance No. MER-93-10 (P-RC 1754)  
Yosemite Division Grievance No. YOS-93-15 (P-RC 1703)  
Yosemite Division Grievance No. YOS-92-11(P-RC 1665)

Review Committee Files No. 1763, 1764, and 1765

The above referenced grievances were referred to Review Committee as Review Committee No. 1763, Review Committee No. 1764 and Review Committee No. 1765 and have been returned to the Pre-Review Committee for settlement.

### **Subject of the Grievances**

Each of these grievances involve an alleged violation of Letter Agreement 88-104 and Subsection 207.2 of the Physical Agreement. Although there are a significant number of grievances involved in this case, the areas of dispute stem from one of the following arguments:

- work that is normally performed by the bargaining unit has been contracted out while the total size of the bargaining unit in the affected department has been reduced, or;
- optimum use of voluntary overtime did not occur before the contracting out of bargaining unit work, or;
- temporary additional employees were hired under Subsection 106.12 even though the headcount within the hiring department had fallen below the established floor number, or;
- bargaining unit employees have been temporarily upgraded for extended periods of time.

### **Work Normally Performed**

In order to resolve the first argument, the Committee reviewed those cases where the department work being contracted represented work that would normally have been performed by the bargaining unit. The following summarizes the cases that were reviewed.

P-RC 1609, P-RC 1637, P-RC 1958 and FF 5300 (LOS-91-14, LOS-92-10, LOS-92-11, SF0-92-35) and BEL 94-56

The specific issue in dispute in these cases is contracting the installation of substructures and conduit. The Pre-Review Committee agreed that this is work normally performed by the Electric T&D department.

P-RC 1867 and P-RC 1909 (BAK-94-1 and BAK-94-35)

These cases concern contracting out the clean-up work associated with PCB spills. The Committee agreed that this is work normally performed by the bargaining unit.

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P-RC 1815, P-RC 1816, P-RC 1819, P-RC 1970, P-RC 1763, P-RC 1796, P-RC 1803, P-RC 1804, P-RC 1805 and P-RC 1806 (FRO-93-31, FRO-93-30, BAK-94-3, CON-94-10, CHI-93-11, SAC-94-40, SAC-94-32, SAC-94-33, SAC-94-41 and SAC-94-42)

The situation which gave rise to these grievances involve contracting sand and gravel delivery to various job sites. According to the facts of each case, the Company established a contract for the delivery which was separate from the purchase of the sand and gravel. In light of Review

Committee Case No. 1755 and 1756, the Committee agreed that this contracting was in violation of the Agreement.

P-RC 1972 (CON-93-4)

This grievance concerns the use of contractors to sawcut concrete for trenching and excavation purposes. The Committee noted that the Fieldperson's job definition includes "use of concrete saws". Therefore the Committee agreed that this is work normally performed by the Gas T&D Department employees. The company reserves the right to put forth the argument in future cases that the company is not obligated to purchase specialized equipment.

P-RC 1700, P-RC 1710, P-RC 1750 and P-RC 1754 (FRO-93-8, GG-PD-93-8, CCH-94-4 and MER-93-10)

The issue in these cases involve the reduction in the number of employees in the Gas T&D Department at these headquarters while contracting was occurring in the same department at other headquarters in the system.

P-RC 1611, P-RC 1610, P-RC 1660, P-RC 1574, P-RC 1631, P-RC 1599, P-RC 1672, P-RC 1673, P-RC 1661, P-RC 1703, P-RC 1711, P-RC 1725, P-RC 1726, P-RC 1736, P-RC 1743, P-RC 1749 and P-RC 1755 (COA-91-9, COV-52-18-91-13, COV-52-92-14, FRO-91-33, HUM-91-3, MIS-91-33, GG-PD-93-04, GG-PD-93-05, STKN-92-18, YOS-93-15, GG-PD-93-7, SJO-92-29, SJO-92-27, STKN-93-15, FRO-93-26, CCH-94-3 and MER-93-11)

The issue in these cases involve the reduction in the number of employees in the Electric T&D Department at these headquarters while contracting was occurring in the same department at other headquarters in the system.

It is clear from the Electric T&D and Gas T&D cases described above, that the company contracted out work that is normally performed by those department employees. The remaining question then concerns whether the company had met it's obligation outlined in Subsection 207.2(b), by maintaining the total size of the bargaining unit in these two departments. As evidenced by the number of grievances which originated from headquarters where the headcount in the affected departments was below the established floor number, the company had not met that obligation. Therefore the Agreement has been violated in all of these cases. However, during the discussion which led to Letter Agreement 95-54, the parties agreed that these cases would be settled without adjustment.

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P-RC 1651, P-RC 1656, P-RC 1663, P-RC 1705, P-RC 1910 and FF 5424 (FRO-92-18, SFO-GGR-92-10, FRO-92-16, SFO-GGR-92-27, BAK-94-37-300, SJO-93-02, SJO-93-05)

These cases concern the installation of back-up generators, weed abatement, and the sand blasting and painting of transformer radiators. The union alleged that this was work normally performed by Electricians and grievances were filed at several locations where the floor number had fallen below the 88-104 number. The Committee agreed that the work described above is not work normally performed by the bargaining unit and closed these cases without adjustment.

P-RC 1648 (DIA-92-11)

This case involves the installation of data collection meters. The meters, which were installed by a contractor, are used to measure the load on appliances. The contract was let in 1992. At that time, the number of employees in the Electric Meter Department exceeded the system-wide floor number. Based on that fact and without regard to whether this is work normally performed by the bargaining unit, the Committee agreed that there was no violation of the agreement.

P-RC 1746 FF 5937 and FF 5942 (FRO-93-28, FRO-94-22 and FRO-94-51)

In all of these cases the issue involved contracting bargaining unit work in the Hydro Department. The work at issue involved both snow removal and the maintenance of fence lines. The Committee agreed that based on Arbitration Case No. 191, snow removal at Helms is not work normally performed by the bargaining unit. Upon further investigation, the Committee determined that the company was not responsible for the contracting out of the fence line maintenance work. In fact this work was contracted out by the Helms Wildlife Habitat Fund and the company was not responsible for the contract. Therefore these cases are settled without adjustment.

P-RC 1727 (SJO-92-25)

The issue in this case involves contracting of bargaining unit work in the Electric Meter Department. The Committee reviewed the department floor number and determined that the adjusted floor number is 145. Currently the number of filled positions is 148, and the company is in the process of filling 25 additional positions. Based on this information, the Committee agreed to settle this case without adjustment.

FF 5516 (NPG-553-93-024)

This case involves a contractor driving the Fire Truck at Diablo Canyon. The committee agreed to refer this case back to the Local Investigating Committee to resolve. The Committee further agreed that this is work normally performed by the bargaining unit.



Review Committee Files No. 1763, 1764, and 1765

FF 5786 (NPG 585-94-018)

This case concerns the contracting of janitorial services at Diablo Canyon. The Committee agreed that contracting occurred however, based on the VRI adjustment number the department was above the 88-104 floor number.

This case is closed without adjustment.

FF 5501 (NPG-548-93-19)

This concerns the contracting of Building Maintenance work at Diablo Canyon. The Committee reviewed the facts in the case and determined that a violation of Letter Agreement 88-104 had not occurred, however, there was a joint employer relationship established in violation of Review Committee Case No. 1637.

This case is referred back to LIC to settle in accordance with Review Committee Case No. 1637.

PRC 1913 (BAK 94-49)

This case concerns the construction of a block wall at the Topock Compressor Station. The Committee agreed that this is not work normally performed by the Title 200 work force. However, the department needs to consider having the work performed by General Construction prior to contracting.

It was determined in this case that no violation occurred and the case is closed without further adjustment.

P-RC 1860 (FRO 94-10)

This case concerns the contracting of street sweeping with the City of Avenal. The Committee reviewed the facts of the case and concluded that work was not performed and a contract was never executed. This case is closed without adjustment.

P-RC 1665 AND P-RC 1689 (CEN 92-28) (YOS 92-11)

The grievance issue in these cases concerns whether the company was contracting out Gas Service work while the bargaining unit was below the floor number. The Committee agreed that pilot relighting is bargaining unit work. Further, it was determined that the company is still below the floor number. However, the company is in the process of filling a number of positions in the Gas Service Department which will increase the bargaining unit number to the 88-104 floor number. Based on the above the committee agreed to settle this case without adjustment.

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**Optimum Use of Voluntary Overtime:**

Turning to the second argument, the union alleged that the company had not considered the use of optimum overtime before contracting out bargaining unit work. In previous cases it has been determined that Letter Agreement 88-104 obligates the company to consider the optimal use of overtime prior to contracting bargaining unit work (P-RC 1515). Therefore, Committee agreed that it is inappropriate for the General Construction Department to contract out work normally performed by division crews without giving consideration to accomplishing the work on overtime. However, it is not a violation of Subsection 207.2(a) in those instances where the work that is contracted out is work normally performed by General Construction (i.e. tower repair work).

The Committee reviewed the facts of the specific cases outlined below.

**P-RC 1683 (MIS-92-8) and P-RC 1684 (MIS-92-9)**

In both of these cases it was determined that work normally performed by division crews, had been reassigned to the General Construction Department and in turn the work had been contracted out. No consideration had been given to determining whether the work could have been performed by division crews on an overtime basis. Concurrently, the departments involved were below their established floor number while 106.12 temporary additional employees had been hired into the same departments.

The Committee agreed that Letter Agreement 88-104 had been violated, but due to the lack of information in the LIC report, was unable to determine whether any liability was due. Therefore, this case is being returned to the LIC to determine what if any liability exists.

**P-RC 1578 (MIS 91-20) (RC 1763)**

The grievance concerns the optimal use of overtime before contracting. The work in question was assigned to General Construction who then contracted the work out. The work contracted was work normally performed by the bargaining unit workforce in the division. The division supervisor stated that he did not consider overtime prior to assigning the work to General Construction.

In this case the Committee agreed that the company violated the provisions of 88-104. Therefore, currently active employees who would have performed the work in the Electric T&D department in Hayward at the time of the contracting are entitled to 26.5 hours at the overtime rate not to exceed 1033 hours. This settlement is in accordance with P-RC 1515.

**P-RC 1852 and FF 5936 (BAK-93-16 and BAK-94-53)**

Both grievances involve contracting out ballast installation, diffuser installation and converting incandescent lighting to fluorescent lighting. According to the Local Investing Committee report, the use of optimal overtime was never considered prior to contracting out this work. In addition, the number of employees in the Substation department was below the floor number. The

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committee agree that the company violated the provisions of 88-104 since the work described above is bargaining unit work. Therefore, the Committee is returning these cases to the Local Investigating Committee to be settled in accordance with P-RC 1515.

**P-RC 1934 (CTS-93-1)**

The issue in this case involves whether the company considered optimal use of overtime prior to contracting out work normally performed by Telecommunication Technicians. The Local Investigating Committee report shows that the supervisor in charge of the work did not consider overtime prior to contracting out the work. In this case the Committee agreed that the company violated the provisions of Letter Agreement 88-104. Therefore, the Committee is returning this case to the Local Investigating Committee for settlement with the understanding that the grievants will receive 15 hours of overtime pay per week for every week that the contractor was performing the work in question.

**P-RC 1763 (CHI-93-20, 21 and 52)**

These cases involve flume repair and the removal of debris from penstocks. The work was performed by a contractor. In a previous case, the Union grieved the same issue claiming that a joint employer relationship had been established. The grievance was sustained. It was also agreed to in that case that the work was normally performed by the Title 300 workforce. Therefore, in this case it was determined that there was no violation of Letter Agreement 88-104.

**P-RC 1633 and 1695 (GG SF-42-2-89-14-5 and GG SF-42-2-90-21-14) (RC 1763)**

The issue that gave rise to the grievance was the fact the Company was contracting work in Gas T&D. The allegation is optimal overtime was not granted. The supervisor in this case considered whether the work could have been performed by the company work force prior to contracting. Due to constraints by the city and other factors it was determine that the work could not be performed on an overtime basis. This case is closed without adjustment.

**106.12 Temporary Additional Employees**

**P-RC 1669, P-RC 1690, P-RC 1686 and P-RC 1687 (FRO-92-26, DEA-92-25, PD-92-13 and PD-92-14)**

Each of these cases involve hiring a 106.12 temporary additional employee into the Electric T&D department while at the same time the department headcount was below the established floor number.

Subsection 106.12(c) states that "the utilization of any temporary additional employee shall be considered as "contracting out of work" for the purposes of Letter Agreement 88-104." Therefore, it is a violation of Letter Agreement 88-104 if a department is below the established floor number and a 106.12 temporary additional employee is hired. The Committee agreed that the action in these specific cases violated Subsection 207.2 of the Agreement. However,

Review Committee Files No. 1763, 1764, and 1765

during the discussion which led to Letter Agreement 95-54, the parties agreed that these cases would be settled without adjustment.

**Long-term Temporary Upgrades:**

The final argument in these cases concern those situations where bargaining unit employees have been temporarily upgraded to exempt positions for extensive periods of time.

Letter Agreement 91-60 established the agreed to method of accounting for employees on temporary upgrade out of the bargaining unit. The language in Letter Agreement 91-60 states that bargaining unit employees on upgrade, will be counted, for purposes of Letter Agreement 88-104, in their base classification. The union contends that long term temporary upgrades results in a reduction of the bargaining unit. In each case described below, the temporary upgrade exceeded one year.

**P-RC 1620 (FRO-92-6) (RC 1764)**

In this case, the Fresno Electric T&D Department temporarily upgraded four bargaining unit employees on an ongoing basis starting in March of 1989. One employee was upgraded continuously from January of 1989 through May of 1992 with the exception of a 2 month time period; another employee was upgraded from March of 1989 through May of 1992; the third employee was upgraded from April of 1990 to May of 1992 and the fourth employee was placed on a two year rotation starting in January of 1992.

**P-RC 1697 (MIS-92-7) (RC 1764)**

At the time that this grievance was filed a bargaining unit employee had been temporarily upgraded to an exempt position for two years.

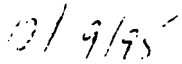
The Committee noted that most upgrade assignments are for a short duration and that it is unusual for employees to remain on upgrade beyond one year or for different employees to be upgraded consecutively beyond one year. The Committee agreed that temporarily moving a bargaining unit employee out the unit for periods in excess of one year without filling in behind the upgraded employee does in effect reduce the bargaining unit. Further, if temporary upgrades are occurring while bargaining unit work has been contracted out, it has the same effect as falling below the department's 88-104 floor number while contracting.

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Based on the above, the Committee determined that if an employee is upgraded beyond one year or there are consecutive upgrades which last beyond one year, the upgraded employee will no longer count towards the 88-104 number as currently provided for in Letter Agreement 91-60. Turning to the cases at hand, the Committee agreed P-RC 1620 and P-RC 1697 are considered settled and closed without adjustment as a result of Letter Agreement 95-54.



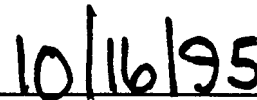
Margaret A. Short, Chairman  
Review Committee



Date



Roger W. Stalcup, Secretary  
Review Committee



Date

207.2: Based on Arb. Case 201, use of  
ECI to perform work with tree  
contractors does not violate agreement.



## REVIEW COMMITTEE

RECEIVED JUN 09 1995

IBEW



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FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

RICK R. DOERING, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

No. Valley Ln  
~~Saxrose~~ Grievance No. CHI-93-10  
Pre Review Committee File No. 1775

Susan Amp  
Company Member  
Local Investigating Committee

Mickey Harrington  
Union Member  
Local Investigating Committee

Grievance Issue: The Company use of Environmental Consultants, Inc. to perform work with the  
Company's tree trimming contractor.

Discussion and Disposition:

The issue raised in the above listed grievance was heard by Arbitrator Kintz in Arbitration Case  
No. 201. Kintz determined that the weight of the evidence does not establish a category in which a  
material amount (as defined by 2072(c)) of bargaining unit work was performed by subcontractors.

This case is closed without adjustment and is removed from Review Committee File No. 1765 and  
Arbitration Case No. 199.

  
John A. Moffat, Chairman  
Review Committee

  
Roger Stalcup, Secretary  
Review Committee

May 19, 1995  
Date

6/8/95  
Date

207.2: Use of contractor did not create  
joint employer status - same issue as  
presented in Arb. 199.



## REVIEW COMMITTEE

RECEIVED NOV 13 1995

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, ROOM 1508  
MAIL CODE P15B  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-8510

**CASE CLOSED  
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

Grievance No. FRO-94-22  
Fact Finding Committee No. 5744-94-193  
Pre-Review Committee File No. 1988

James Drake  
Company Member  
Local Investigating Committee

Frank Hutchins  
Union Member  
Local Investigating Committee

### Grievance Issue:

This case concerns the utilization of High Country Construction Company for snow removal around the Helms Creek Project. Company has contracted this work to High Country since 1986. The issues raised by this grievance were addressed and settled in Arbitration Decision No. 199.

### Disposition:

This case was closed without adjustment.

Margaret A. Short  
Margaret A. Short, Chairman  
Review Committee

11/10/95  
Date

Roger W. Stalcup  
Roger W. Stalcup, Secretary  
Review Committee

11/10/95  
Date



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, ROOM 1508  
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MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

## REVIEW COMMITTEE

NOV 20 1995

**CASE CLOSED  
LOGGED AND FILED**

**RECEIVED NOV 13 1995**

Telecommunications Grievance No. 22-646-90-32  
P-RC No. 1524

Golden Gate Region Grievance No. 92-5  
P-RC No 1657

ARBITRATION CASE NO. 199

Joe Cerruti, Company Member  
Corporate Services  
Local Investigating Committee

Vern Whitman, Company Member  
San Francisco Division  
Local Investigating Committee

Lula Washington, Union Member  
Corporate Services  
Local Investigating Committee

Frank Saxsenmeier, Union Member  
San Francisco Division  
Local Investigating Committee

**Grievance Issue:** The Union alleged that the Company has upgraded bargaining unit employees to management positions for extended periods of time and thus reduced the number of employees performing bargaining unit work. This practice violates the intent of the provisions of letter agreement 88-104.

**Discussion and Disposition:** Letter Agreement 91-60 established an agreed to method of accounting for employees on temporary upgrade out of the bargaining unit. The language in the Letter Agreement states that bargaining unit employees on upgrade will be counted for purpose of Letter Agreement 88-104 in their base classification. In the above mentioned cases the upgrades were in excess of one year.

The Committee noted that most upgrade assignments are for short duration and that it is unusual for employees to remain on upgrade beyond one year or for different employees to be upgraded consecutively beyond one year. The Committee agreed that temporarily moving a bargaining unit employee out of the unit for periods in excess of one year without filling behind the upgraded employee does in effect reduce the bargaining unit. Further, if

207.2 -Long term temp  
upgrade (over 1 yr)  
= reduction of # of  
empls for  
purposes of  
207.2.  
**IBEW**



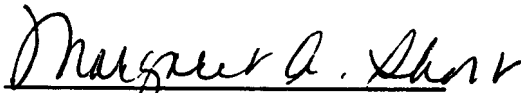
INTERNATIONAL BROTHERHOOD OF  
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LOCAL UNION 1245, I.B.E.W  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY



temporary upgrades are occurring while bargaining unit work for that department has been contracted out, it has the same effect as falling below the department's 88-104 floor number while contracting.

Based on the above employees upgraded in excess of one year will not count toward the 88-104 number as currently provided in Letter Agreement 91-60. When the upgraded employee returns to his/her base classification he/she will then count towards the 88-104 number.

These cases are closed on the above basis and such closure should be noted by the Local Investigating Committee.

  
Margaret A. Short, Chairman  
Review Committee

11/9/95  
Date

  
Roger W. Stalcup, Secretary  
Review Committee

11/9/95  
Date



# LETTER AGREEMENT NO. R2-96-107-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
375 NORTH WIGET LANE, SUITE 150  
WALNUT CREEK, CALIFORNIA 94598  
(510) 746-4282

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060

MEL BRADLEY, MANAGER OR  
DAVID J. BERGMAN, CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

21 November 1996

Pacific Gas and Electric Company  
Industrial Relations Department  
375 North Wiget Lane, Suite 150  
Walnut Creek, California 94598

Attention: Mr. David Bergman, Director and Chief Negotiator

Gentlemen:

In recognition of the parties mutual interest in providing service to the users of the PG&E Fleet and to enhance bargaining unit employment security and the Company's flexibility, the Union proposes the following changes as it relates to the Labor Agreement for the Garage (Fleet Services) Department.

## **A. Title 207**

Union proposes to replace the provisions of Section 207.2 of the Agreement and replace the section with the following:

It is recognized that Company has the right to have work done by outside contractors. In the exercise of such right, Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance or operating work.

1. The Company will maintain a vehicles to employee ratio of 35 to 1. This ratio may vary up to 10% plus or minus and be in compliance of this agreement. In the event the ratio of vehicles to employees becomes higher than 10%, the Company will increase staffing levels appropriately as to be in compliance with the ratio. In the event that the ratio of vehicles to employees becomes lower by 10% or more and there are no Hiring Hall employees assigned to Fleet Services and the Company is not contracting work normally performed by Fleet employees, Company may invoke the appropriate section of Titles 206 and 306. The Company maintains the right not to invoke Titles 206 or 306 if the above conditions are met.
2. Vehicles are defined for Item 1 as motor vehicle assigned a Company identification number and owned by the Company per Attachment 1.
3. The Company will provide the Union on a monthly basis or upon request, a list of vehicles and employees. This list will include leased vehicles.

4. The employees covered by the ratio include both Title 200 and 300. For the purpose of this agreement employees will be defined as Fleet employees (see General Construction and Division Garage Mechanical Line of Progression booklets). Also included will be the General Construction Field Clerical classifications assigned to Fleet.
5. Full service leased and rental vehicles will not exceed 10% of Company owned fleet. Committee agrees to re-visit this issue on an as-needed basis.

**B. Garage Department Arbitration 199 Grievance**

Company proposes to accept the 94-53 Committee's recommendation and close the case per Attachment 2.

**C. Implementation**

1. The Company will fill 15 Apprentice Equipment Mechanic positions.
2. The Company will provide job security to the Title 200 and 300 workforce through the ratio and the Company can co-mingle the workforce. In general, the Title 300 employees will support the Title 300 workforce and the Title 200 employees shall support the Title 200 workforce, but either group can perform work on any Company vehicles or piece of equipment.
3. Contracting of work normally performed by the bargaining unit can only occur after the ratio of vehicles to employees has been satisfied.
4. Company can utilize the Hiring Hall when appropriate.

Either party may cancel this agreement by providing 60-day written notice. In such event, the conditions in effect at the time of execution of this agreement will be re-established.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Union.

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

By: 

Jack McNally  
Business Manager

The Company is in accord with the foregoing and attached and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

By: 

David J. Bergman  
Director and Chief Negotiator

11-26-, 1996

# PGandE VEHICLE TYPES

Vehicle Type Code	Vehicle Type Description
AAT	ALL TERRAIN VEHICLE
ASN	SNOW VEHICLE
ATA	SNOW VEH.CARRIER-TILTBED
BBO	BOAT - ALL
BBQ	BBQ TRAILER,WHEELS
CBD	BACKHOE/DOZER-CRAWLER
CBH	EXCAVATOR/BACKHOE-CRAWLE
CCR	CRANE-CRAWLER
CDZ	BULLDOZER-D6/D8 OR =
CEB	EARTH BORER-CRAWLER
CLO	LOADER/CRAWLER-1.5+CU.YD
CSB	SIDEBOOM-CRAWLER
CTD	TRENCHER-ROCKWHEEL,CRAWL
CTN	TRENCHER-CRAWLER
FCD	CONNECTOR DOLLY-5TH WHEE
FCG	CARGO VAN-5TH WHEEL
FCP	CONDUCTOR PULLER-5TH WHL
FCW	REEL WINDER 5TH WHEEL
FDU	TRAILER DUMP/END-5TH WHL
FFB	FLATBED TRAILER-5TH WH
FFS	FLAT/STAKEBED-5TH WHEEL
FFT	FLAT/TILT BED 5TH WHL 40
FLB	FLAT/LOW BED-5TH WHEEL
FMS	MOBSUB-50KV OVER-TRLR
FMT	MOBILE EXCITER-SMALL
FMV	MOBILE SVC 5TH WHEEL TRL
FRE	CONDUCTOR REEL-5TH WHEEL
FRL	LOWBED REEL LOADER-5TH W
FSD	FLATBED SGL DROP-5TH WH
FTO	TOOL BODY-5TH WHEEL
FWT	WATER TANKER-5TH WHEEL
G2W	MOTORCYCLE - 2 WHEEL
G3W	MOTORCYCLE - 3 WHEEL
G4W	MOTORCYCLE - 4 WHEEL
HCS	CONCRETE SAW - HAND
HFL	FORKLIFT/PALLETJACK-HAND
HPS	PWR SCREEN/SPOIL CLEANER
PAC	SCUBA AIR COMP-TRAILER
PAP	DOLLY ALL PURPOSE
PAW	ARC WELDER/TRLR MNTD
PBC	BRUSH CHIPPER-TRLR
PBP	CEMENT MIXER
PCB	COND SPLICING CART - TRL
PCD	CEMENT DISPATCHER-TRAILE
PCK	CONDENSATE TANKER-TRLR
PCM	CONCRETE MIXER - TRLR
PCO	AIR COMPRESSOR - TRLR

# PGandE VEHICLE TYPES

PCP	CONDUCTOR PULLER - TRLR
PCT	CONDUCT TENSIONER-TRAILER
PCW	COND REEL WINDER - TRLR
PDI	DINING TRAILER
PDT	TANKER GAS/DIESEL
PEB	EARTH BORER-TRLR
PER	EMER REPSONSE TRLR
PFB	FIRE BOX - TRLR
PFI	FIRE PUMP - TRLR
PFL	PIPE FUSION/LEAK REP-TRL
PFO	FIBER OPTIC SPLICING TRL
PFP	FILTER PRESS - TRLR
PGE	GEN/LIGHT PLANT-TRLR
PGU	CONCRETE PUMP TRLR
PHN	HOTLINE TOOL BODY-TRLR
PHP	HYDRAULIC POWER-TRLR
PHY	HYDROSTAT TEST - TRLR
PIW	INSULATOR WASHER-TRAILER
PKT	KITCHEN TRAILER
PLF	LINE FAULT ANALYZER-TRLR
PLL	EASEMENT MACHINE
PMC	MOTORCYCLE/ATV-TRLR,TIRE
PME	BATTERY TRAILER
PML	MAN LIFT-TRAILER
PMT	MOBILE TRANSFORMER-TRLR
PMV	MOBILE SERVICING UNIT
PNG	CNG COMP./PUMP TRAILER
POC	OIL CLEAN/PURIFY-TRAILER
POF	OFFICE TRAILER-ALL SIZES
POS	OIL SUCT/SEPARATOR/TRLR
POT	OIL TANKER-TRAILER
PPC	POLE/CARGO TRAILER
PPD	POLE DOLLY-TRAILER
PPI	PIPE DOLLY - TRLR
PPP	PLASTIC PIPE-TRAILER
PPR	COND SPLICE TRLR
PRE	CONDUCTOR REEL-TRL-HRD2/
PRO	ROLLER/COMPACT-TOWABLE
PRR	RESTROOM TRAILER
PSH	SULFUR/HEXF SERVICE-TRLR
PSM	SNOWMOBILE TRAILER
PSQ	STEAM CLEANER TRAILER
PSR	SPRAY RIG-TRLR
PST	SHOWER TRAILER
PSX	SUB CIRCUIT BRKR SVC-TRL
PSZ	SLEEPER TRAILER
PTC	TRAFFIC CONTROLLER-TRLR
PTL	MOBILE TEST LAB TRAILER
PTO	TOOL BODY-TRAILER

# PGandE VEHICLE TYPES

PTT	GAS PIPE TAPPING-TRAILER
PVP	VACUUM PUMP - TRLR
PWB	WATER BLASTER-TRAILER
PWC	WELDING CART-TRAILER
PWP	WATER PUMP - TRLR
PWT	WATER TANKER-TRAILER
SAW	ARC WELDER SKID MTD
SCM	CONCRETE MIXER-SKID MTD
SCO	AIR COMPRESSOR SKID
SGU	CONCRETE/GUNITE PUMP-SKI
SVP	VACUUM PUMP-SKIDS
TBT	BOAT TRAILER, TIRES
TCB	CRANE BOOM DOLLY
TCG	CARGO VAN TRAILER
TCY	CONCRETE SAW - TRLR
TDO	DOLLY, GENERAL-TIRES 5TH
TDU	DUMP - TRAILER
TFB	FLATBED TRAILER-TIRES
TFS	FLAT/STAKEBED TRAILER
TFT	FLAT/TILT BED-TRAILER
TLB	FLAT/LOWBED-TRAILER
TPS	POLE STUBBING-TRAILER
VAL	AER.LIFT-16'TO 36'
VAM	MAT'L HAND-16'TO 36'
VAT	TROUBLE/AERIAL TRK-4X4
VBM	BUILD.MAINT-4X2
VBS	BLOWDOWN SEPERATOR, TRK M
VBU	BUS 6X2
VC2	2DR COMPACT PASSENGER CA
VC4	4DR COMPACT PASSENGER CA
VCE	CORR MECH-4X4
VCG	HEAVY M&C MECHANIC
VCK	CONDEN TKR 1T4X4, OV 1T4X
VCM	CRANE MAINT W/CRANE
VCP	CABLE PULLER
VCR	CRANE
VCT	CONDUCTOR TENSIONER 6X4/
VCV	COMMUNICATION TECH-4X2
VCW	COND REEL WINDER 6X4
VCZ	CREW CAB 1T 4X2
VDL	DUMP TRUCK W/LOADER
VDU	TRUCK DUMP OV 6YD
VEB	HOLEDIGGER, TRK MTD 4FT
VEL	ELECTRIC SERVICE-4X2
VEM	ELECT METER TESTER-4X2
VES	ELEC SVC 1T4X4, OV 1T4X2
VET	ELECT.TECH-4X2
VEU	ELECT U/G-4X2
VEV	VOLTAGE TESTER-4X2

# PGandE VEHICLE TYPES

VFB	FLATBED OV 1T 4X4
VFC	FLATBED W/CRANE-4X4
VFD	FLATBED/DUMP TRUCK
VFI	FIRE PUMP
VFM	FIELD MECHANIC-4X2
VFS	FLAT/STAKEBED-4X2
VFT	FLATBED/TILTBED-6X6
VFW	UTILITY VEHICLE-4X4
VGS	GAS SERVICE-4X2
VGT	GAS/DIESEL TANKER
VGU	HVY GAS CREW-2T,U/B COMP
VGW	VACUUM/DIGGER TRUCK
VHG	HEAVY GAS 2T W/SKID COMP
VHL	HVY LINE TRUCK 6X6
VIW	INSULATOR WASHER
VLC	LABOR CREW-4X2
VLG	LIGHT GAS CREW,W/UB COMP
VMC	GAS M&C MECH.VAN-4X2
VME	LT.M&C/CORR.MECH-4X2
VMG	MED GAS CREW W/SKID COMP
VMI	TOWER RAISING CRANE
VML	MED LINE TRUCK 4X4
VMP	MANHOLE PUMPER-4X2
VMR	GAS M&C MECH 4X4
VMU	GAS TAPPING W/CRANE
VMV	MOBILE SERVICING UNIT
VNL	NONLEAD UNDRG SP,OV 1T4X
VPC	PICKUP,COMPACT-4X4
VPM	PIPELINE MAINT-4X2
VPS	PKUP SD COMP 4X4,1T 4X2
VPU	PICKUP-4X2
VPZ	CREW CAB P/U-4X2
VS4	4DR STD PASSENGER CAR
VS8	SNOWBLOWER-6X6
VSC	SUBCOMPACT PASS.CAR
VSG	GAS SERV W/CRANE-1T
VSL	STRT.LIT.MNT.W/AERIL LIF
VSM	SUBSTA.MAINT-4X2
VSR	SPRAY RIG TRLR
VSU	SUBURBAN-4X2
VSV	SVC VEH OV 1T 4X4
VSW	STATION WAGON
VSX	SNOW VEHICLE CARRIER-TRL
VTL	MOBILE TEST LAB-MV
VTM	TRANSIT/CONCRETE MIX6X4
VTT	TRUCK TRACTOR 6X4
VUC	U/G CABLEMAN VAN-4X2
VUG	FLTBED 6X4 DERRICK UG
VUS	U/G SPLICING-4X2

# PGandE VEHICLE TYPES

VVC	VAN,COMPACT CARGO-4X4
VVD	VAN,COMPACT PASS-4X4
VVH	VAN-HIGH CUBE 1T 4X2
VVN	CARGO VAN-4X2
VVP	ELECT VAN 1/2, 3/4 TON
VVS	VAN,STEP 4X4,1T 4X2
VWL	WELDING TRUCK-4X2
VWS	WIRE STRING 32-45'AL-4X2
VWT	SPC WATER TRK, OV 1T
V\BL	BACKHOE/LOADER 4X2,4X4
WBP	BACKHOE/LOADER W/PULLER
WCD	CRANE/DIGGER DOLLY W/TRL
WCR	CRANE 40-70 TON
WEB	EARTH BORER - TIRES
WFL	FORKLIFT-TIRES
WFT	FLUME TRACTOR/WASHER
WGR	GRADER/MOTOR PATROL
WHH	HYDRA HAMMER/TAMPER
WLO	LOADER-TIRES
WLS	LOADER/SCRAPER-1.4CU.YD.
WLT	LAWN TRACTOR
WMH	MATERIAL HANDLER-TIRES
WML	MAN LIFT-TIRES
WRO	ROLLER COMPACTOR TIRES
WRR	ROCK RAKE-TOWED-TIRES
WSO	SIDEBOOM LOADER +1 1/2 Y
WSS	SWEEPER/YARD BROOM-TIRES
WTB	TRENCH-CHAINBOOM TO 42
WTD	
WTL	TOWER LIFTING CRANE
WTN	TRENCH-TIRES (SMALL)
WUT	UTIL TRANSPORTER
YCO	STATIONARY COMPRESSOR
YEG	STATIONARY ELEC GENERATO
ZSK	CARGO TRLR,W/SKIS & TIRE
ZST	SNOW VEH.CARRIER-TRAILER



**FLEET (Garage) DEPARTMENT  
94-53 COMMITTEE**

**ARB 199 SUBCOMMITTEE RECOMMENDATIONS**

Los Padres Division Grievance No. LOS-91-16; PRC No. 1603  
San Jose Division Grievance No. SJO-93-6; PRC No. 1724  
North Valley Division Grievance No. CHI-94-12; PRC No. 1761  
General Services Grievance No. DBU-93-7; PRC No. 1792  
Sacramento Division Grievance No. SAC-94-34; PRC 1901  
Bakersfield Division Grievance No. BAK-94-28; PRC No. 1912  
Fresno Division Grievance No. FRO-93-24 and 25; FF No. 5539-93-177

**Recommendations:**

**Los Padres Division Grievance No. LOS-91-15. Pre Review Committee File No. 1603.**

Grievance contends that contracting is occurring and the department is below the floor numbers.

There was no evidence in the report that contracting was going on but since the filing of the grievance the floor number of 387 has been exceeded.

This case should be closed without adjustment.

**San Jose Division Grievance No. SJO-93-6. Pre Review Committee File No. 1724.**

Grievance contends that contracting was occurring on the system and that the headquarters was down by one.

There is no evidence in the report that contracting was going on but agreement was reached in PRC 1792 that the General Office garage was contracting.

This case should be closed in accordance with PRC 1792 settlement.

**Building and Land Services Grievance No. DBU 93-07. Pre Review Committee File No. 1792.**

Grievance contends that the Company is contracting out work while not maintaining the floor number. The work contracted out is as follows: body work, air conditioning, front end, transmission service, smog certification, detailing, oil changes, tire changes, and brakes.

It was determined by the committee that some of the work performed by contractors is work normally performed by the bargaining unit. An example is oil changes, transmission fluid changes and brakes.

The floor number in March 1993 was 383, six below the high number March 1992 or 389.

North Valley Grievance No. CHI-94-12, Pre-Review Committee File No. 1761.

Grievance contends that the Company is contracting and is below the floor number for the Garage Department.

There was no evidence of contracting out of work. The allegation that if Title 300 employees performed work it is contracting is not true. There was no evidence that the Davis garage contracts work normally performed by the Title 200 workforce.

This case should be closed without adjustment.

Sacramento Valley Grievance No. SAC 94-34, Pre Review Committee No. 1901.

The grievance contends that the Company has lowered the floor number while contracting.

The work in question is smog inspections, radiator, upholstery, front end alignment, glass, body work, speedometers, warranty work and specialized equipment.

Based on the language of Arb 201:

"The scope of bargaining unit work is defined on a system-wide basis, and the exchange of proposals which led to 88-104 reaffirmed the parties' intent to apply its terms and definitions on a system-wide basis. As a corollary, the unusual practices at one or tow locations cannot control what is bargaining unit work normally performed on a system-wide basis. Neither will the unusual work practices, occupy a fraction of their time, or two or three employees provide a basis for a determination of bargaining unit work."

There is not a violation and this case should be closed without adjustment.

Kern Division Grievance No. BAK-94-28, Pre Review Committee File No. 1912.

Grievance contends that contracting is occurring and the Garage Department is below the floor number.

The committee agreed that some "de minimus" contracting occurred pursuant to Title 207. It was also determined the proper notification was not made.

The violation of de minimus contract provision prohibits the use of de minimus contracting for 12 months at the headquarters. This case is closed without further adjustment.

Fresno Division Grievance No. FRO-93-24 and FRO-93-25, Fact Finding Case No. 5539-93-177.

Grievance alleges that the Company is contracting and reducing the number of bargaining unit employees.

The committee determined that some of the work contracted in the Fresno Garage is work normally performed by bargaining unit employees.

The Company was below the floor number 389 and contacting in violation of 88-104.

**Discussion and Disposition:**

The floor number for the garage has changed by several different means. A reduction of 46 through voluntary measures and by not contracting for the last 12 months.

The committee is aware that contracting has occurred while the Company was below the floor number. The committee agrees that an adjustment should be made and in the spirit of partnership agreed to fill an additional 15 Apprentice Equipment Mechanic positions. The 94-53 Committee has also developed a staffing level recommendation. The Company will also use the Hiring Hall to supplement the work force. A proposal is also being developed to address a method to determine appropriate staffing levels in the future for both Title 200 and 300.

These cases should be closed without further adjustment.

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Sam Tamimi, Co-Chairman 94-53  
Fleet Committee

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Date

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John Moffat, Secretary 94-53  
Fleet Committee

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Date