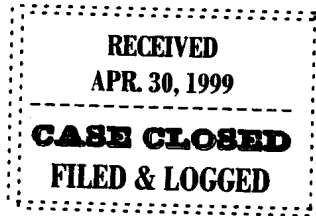




# REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(510) 974-4282



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  
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**ARBITRATION FILE NO. 228**  
**Business Manager's Grievance No. IR-IBEW-98-02**

STEVE RAYBURN  
Company Member  
Local Investigating Committee

DOROTHY FORTIER  
Union Member  
Local Investigating Committee

### Subject of the Grievance

This case concerns whether or not a violation of Section 207.2 of the Physical Agreement occurred when Company did not fill an Office Machine Repairman position at the West Sacramento Billing Center vacated when the incumbent bid to a Gas Service Representative position.

### Facts of the Case

The position vacated by the Office Machine Repairman was reclassified to an Accounting Clerk. The Sr. Office Machine Repairman spends approximately 10% of his time adjusting the machine pressure on the Bowe Systec Inserters and approximately 1% of his time ensuring that new postage meters have been properly set. The remaining 89% of the Sr.'s time is spend performing lead duties over the Utility Machine Operators.

The Joint Statement of Facts recounts the history of the various types of machines which have been assigned to the Sr/Office Machine Repairmen over the years. As the machines became more sophisticated, the duties of the Repairmen shifted more to overseeing the clerical operations. Company also entered various service agreements with the manufacturers of the various machines.

### Discussion

Union opined that the service agreements beyond those purchased with the equipment that are tied to the warranty constitute contracting pursuant to the provisions of Section 207.2. Therefore, while such contracting is occurring Company must maintain its floor number of filled physical bargaining unit positions in the Customer Billing Department.

As such, Union opined Company is obligated to fill the vacated Office Machine Repairman position.

Company argued that the incumbent employees are not qualified to work on the new, highly specialized, extremely expensive equipment and that it is not work normally performed by these classifications. Further, Company noted these classifications were previously in the Clerical Bargaining Unit and became covered by the Physical Agreement in 1985. When Letter Agreement 88-104 was negotiated (which subsequently was incorporated into Section 207.2), it was driven by Departments such as Gas & Electric T&D, Steam Generation where significant amounts of contracting occur and where the size of the workforce is significantly larger than two employees. Requiring Company to maintain two employees when the work does not support it, is not a good business decision. Further, Company did not initiate the action resulting in the vacancy.

### **DECISION**

The LIC referred this Business Manager's Grievance directly to arbitration, but prior to the arbitration hearing, the parties reached the following understanding:

1. The parties agree that maintenance contracts, service contracts, repair contracts, and any agreements with outside vendors to provide maintenance and repair services normally performed by the bargaining unit other than original warranties included in the base price of a piece of equipment constitute contracting within the meaning of Letter Agreement 88-104 and Section 207.2 of the Physical Agreement.
2. The parties further agree that in instances where the Company believes that it is not practical to assign highly specialized work to bargaining unit employees to perform, the parties will meet to discuss possible waiver of Letter Agreement 88-104 and section 207.2 of the Physical Agreement before any contract is entered into with a third party.

For purposes of this case, IBEW, Local 1245 agrees to waive the provisions of Letter Agreement 88-104 and Section 207.2 of the Physical Agreement due to the facts of this grievance and the parties agree to close this case without adjustment based on the above understandings.

#### **For the Company:**

Margaret A. Short  
Ernie Boutte  
Gary Heitz  
Kenneth E. Lewis

By: Margaret Short

Date: 4/28/99

#### **For the Union:**

Roger W. Stalcup  
William R. Bouzek  
Ed Dwyer  
Sherrick A. Slattery

By: Roger Stalcup

Date: 4/28/99