



REVIEW COMMITTEE

2.1(c) -Recognition
24.5(c) -Contracting

Agency empl inappropriately
extended w/o Union agrmt.

IBEW



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

JAN 22 1992

**CASE CLOSED
LOGGED AND FILED**

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

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED JAN - 8 1992

Corporate Services HR Grievance No. 22-648-91-2
P-RC 1526

December 31, 1991

SUSAN BEGGS-GERBER, Company Member
Corporate Services HR
Local Investigating Committee

KATHY MAAS, Union Member
Corporate Services HR
Local Investigating Committee

Subject of the Grievance:

On December 30, 1990, the temporary assignment of an agency employee was due to terminate as per an agreement between Company and Union, dated October 10, 1990. The agency employee remained on his assignment until February 26, 1991 for a duration of 181 work days. At issue is whether the Company's action is a violation of the labor agreement and whether the Company is liable for dues from the 31st day of the individual's employment as an agency hire.

Facts of the Case:

The agency employee began a temporary assignment on June 6, 1990. The Union and Company agreed in a Local Letter of Agreement to extend his assignment through December 1990 for a duration of 143 work days.

At the conclusion of his assignment on December 30, 1990 the Company sought to obtain regular employee status for the agency employee.

The agency employee's college transcripts and employment references were difficult to verify. This was the reason the preemployment process was lengthy. Unfortunately, he was unable to adequately verify his references and was not eligible for hire.

Discussion:

Company argued that if the agency employee had been given regular status on January 1, 1991, the liability for dues would have been 30 days from that date or February 1, 1991.

Union believes that once the Company violated the Local Letter of Agreement it became null and void and the Company owed dues from 30 days after the original date of hire on June 6, 1990.

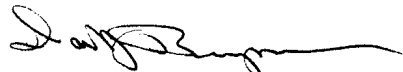
Decision:

The Committee agreed that (1) the Company should have immediately sought an additional extension once it was determined the agency employee was to be hired as a regular employee, (2) pursuant to Letter Agreement 86-77 items 1(a) and (b), the agency employee did not meet the Company's customary preemployment entrance criteria and therefore is not eligible for hire.

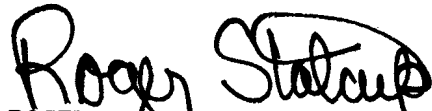
Therefore, without prejudice to either Company's or Union's position, the Committee agreed the Company should pay dues for the agency employee as follows:

June 6, 1990 - July 7, 1990	- 1st 30 days, no dues
July 8, 1990 - October 9, 1990	- pay dues
October 10, 1990 - December 30, 1990	- letter agreement, no dues
December 31, 1991 - February 26, 1991	- pay dues

The Pre-Review Committee refers this case back to the Local Investigating Committee for settlement.



DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

LLBates(223-6274):nj