



REVIEW COMMITTEE

IBEW



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**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

JOHN A. MOFFAT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Mission Division Grievance No. HAY-93-1
P-RC 1814

Subject of the Grievance:

This case concerns whether the Company violated Letter Agreement 90-185 or Letter Agreement 88-104 by assigning energy efficiency inspections to non-bargaining unit employees.

Facts of the Case:

During 1990, the Company and Union entered into Letter Agreement 90-185 to provide for the assignment of inspection work in connection with energy conservation measures to Mission Division Gas Service Representatives. On August 30, 1991, the Company and Union executed Letter Agreement 91-74, which allowed the Company to assign certain aspects of energy conservation work to Gas Service Representatives on a system-wide basis.

During July of 1993, the Marketing Department in Mission Division assigned Targeted Customer Appliance Program audits to management employees and contractors. The Union grieved this action on the basis that Letter Agreement 90-185 made this work exclusively bargaining unit work. The Union also contended that the contracting out of this work was in violation of Letter Agreement 88-104.

Discussion:

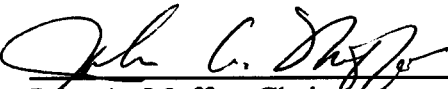
This case was initially referred to the 88-104 Committee for resolution. That Committee agreed that the work in question was not contracting pursuant to Letter Agreement 88-104. The unresolved issue before the Pre-Review Committee is whether the company violated Letter Agreements 90-185 and 91-74.

The Committee reviewed the language in Letter Agreement 91-174 noting that it broadened the application of Letter Agreement 90-185 to a system-wide basis. The agreement very clearly states that the assignment of energy efficiency work to Gas Service Representatives would be done "at the discretion of local management". Based on this language, the Committee agreed that the parties never intended to assign this work exclusively to the bargaining unit.

Decision

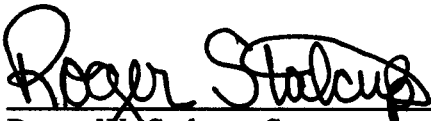
The Committee agreed that in this case the division did not violate either letter agreement when the inspection work was assigned to non-bargaining unit employees and contractors.

This case is considered closed on the basis of the above.



John A. Moffat, Chairman
Review Committee

6/7/95
Date



Roger W. Stalcup, Secretary
Review Committee

6/6/95
Date