



**Pacific Gas and
Electric Company**

REVIEW COMMITTEE



IBEW

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

RECEIVED
SEPT. 10, 1999

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
PERRY ZIMMERMAN, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Coast Division No. STR-97-024
Fact Finding No. 6699-98-074
Pre-Review Committee No. 2187

SHAWN HOOVER
Company Member
Local Investigating Committee

LARRY PIERCE
Union Member
Local Investigating Committee

Subject of the Grievance

This case alleges that Company has failed to rotate the grievant, a Title 300 employee, to a work location close to home, pursuant to Section 301.18(b).

Facts of the Case

At the time the grievance was filed, September 26, 1997, the grievant was a Miscellaneous Equipment Operator (MEO). He has since progressed to Backhoe Operator, his current classification. The grievant's residence is in Rohnert Park. His work location has been various sites in San Francisco. The PRC reviewed the Mileage Report used to measure mileage point-to-point for per diem purposes. Below are the miles from Rohnert Park to each of his San Francisco work locations:

- Embarcadero Substation = 51 miles
- Potrero Power Plant = 50 miles
- Hunter's Point Power Plant = 52.6 miles

Grievant was displaced into GC Gas from Station Department effective September 24, 1996. For a brief period of time he worked in North Coast, but because of the location of the gas department work, he has been almost continuously assigned to the San Francisco area. For some periods of time, while a MEO, there were Hiring Hall MEO's assigned to Area 7, North Coast Area.

The grievant is on a 10 hour schedule (6:30 a.m. to 3 p.m. M-F) and does not commute when traffic and congestion are at a peak.

Discussion

The Union alleges that the Company does not assign the grievant to work locations closer to home because he has been successful in the filing of several grievances, that the work assignments Company made of the grievant were acts of retribution.

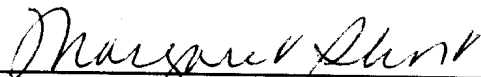
Company denied Union's allegations and presented information showing the shifting of Gas Department resources into San Francisco. There is nothing in the Hiring Hall Letter Agreement that would preclude the utilization of HH MEO's while there are regular status MEO's working at long distances from home.

More to the point, however, based on the mileage, the grievant isn't even entitled to consideration under Section 301.18 because he is working less than 75 miles from home and it is doubtful given his commute times that he exceeds 1 1/2 hours travel time each way. Section 301.18 is a permissive section in that the Company is not obligated to work employees close to home. The section simply recognizes that doing so can be in the best interests of both Company (per diem saved) and the employee (shortened commute). This section was also intended to accommodate employees who have worked great distances from home in temporary housing an opportunity to commute to work sometimes. There is no indication the grievant has ever had to stay away from home since being assigned to the Gas Department.

Company notes that Subsection 301.18(a) allows employees in the same classification and department to swap jobs, with management's approval. The grievant may seek out his own remedy and make a request to his supervisor.

Decision

The PRC agrees there is no violation of the Agreement and closes this case without adjustment.



Margaret A. Short, Chairman
Review Committee

9/8/99

Date



Perry Zimmerman, Secretary
Review Committee

9-8-99

Date