



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

RECEIVED by LU 1245
AUGUST 9, 2000

**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
(925) 933-6060
BOB CHOATE, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Peninsula Grievance No. BEL-98-04
San Francisco Grievance No. SFO-98-31
Pre-Review Committee No. 2213

Meri Issel
Vern Wittman
Company Members
Local Investigating Committee

Hunter Stern
Union Member
Local Investigating Committee

Subject of the Grievance

These cases concern the Contracting Principles implemented in OM&C in 1996 and more specifically the update agreed upon by the Contracting Committee for Electric T&D for 1998 work requirements.

Facts of the Case

On January 14, 1998 the Contracting Committee issued guidelines for the administration of the Contracting Principles to be effective for 1998 through June 1999. The agreement was later extended through the end of 1999 when it expired.

Item 1 of the Principles states: "the number of regularly filled positions will be maintained if not increased."

Item 2 of the Principles states: "Title 200 and 300 Electric T&D employees will continue to work overtime at least at a 20% system-wide basis."

The Peninsula grievance was filed on April 9, 1998 challenging the overtime commitment. The San Francisco grievance was filed on June 29, 1998 and alleged that Company had reduced the number of filled positions.

Discussion


The PRC noted that the Contracting Committee met five times in 1998 and once in 1999 prior to extending the Principles until the end of the year. At each meeting the status of ongoing contracting and the use of Hiring Hall was reviewed. Had the Company not been in compliance with the Principles, it is doubtful that they would have been extended.

Further, the overtime commitment was on a system-wide basis, not location specific. With respect to the staffing, the PRC agrees that the provisions of Letter Agreement 95-54 are applicable to this situation. It allowed Company to reduce through attrition while contracting but did not allow the involuntary lay-off of employees if there was contracting.

Decision

Subsequent to the filing of these grievances, the parties have bargained new contracting provisions as outlined in Exhibit XVI of the Physical Labor Agreement dated 1/1/2000. In addition, the Company has communicated to the Union its intent to fill additional positions in the Electric T&D Department.

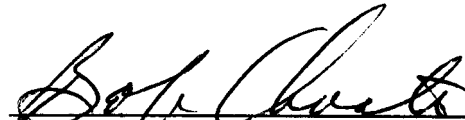
On the basis of the foregoing, the PRC agrees that the issues raised by these grievances are moot and agree to close these cases without adjustment.



Margaret A. Short, Chairman
Review Committee

8/8/00

Date



Bob Choate, Secretary
Review Committee

8/8/00

Date