



REVIEW COMMITTEE

IBEW



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

RECEIVED
MAR. 1, 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

De Sabla Division Grievance No. CHI-98-14
Fact Finding No. 6844-99-002
Pre-Review Committee No. 2217

Sue Ampi
Local Investigating Committee
Company Member

Kit Stice
Local Investigating Committee
Union Member

Subject of the Grievance:

The grievant is an employee on LTD who has a full release to return to work to his previous classification of Equipment Operator, Gas T&D. Grievant has not been returned to work and there are Hiring Hall Equipment Operators working in grievant's former headquarters.

Facts of the Case:

Grievant was placed on LTD effective January 1995. He was released for full duty effective July 18, 1998. He has submitted prebids to Gas T&D classifications in Chico. The position vacated by the grievant was eliminated and not filled.

A review of the Hiring Hall records indicates there were two Utility Workers, Gas T&D, Chico during the time period after the grievant's medical release. Both Utility Workers were released on November 30, 1998. Their start dates were March 17, 1997 and April 28, 1997. There have been no other Hiring Hall workers in Chico Gas.

Grievant did not submit a transfer application to Utility Worker, Chico, as there is no transfer code since there is no regular position there. Grievant has "A" preferential consideration rights to Gas T&D classifications of Equipment Operator, Heavy Truck Driver, Fieldperson, and Utility Worker in any location.

Discussion:

Union opined that employees on LTD who have been released for duty should be allowed to displace Hiring Hall employees; that utilization of Hiring Hall employees in excess of six months exceeds what is considered temporary.

Company responded that there is no agreed upon definition of temporary and that there has been no practice of returning employees from LTD for temporary positions because of the potential disruption when the assignment ends. Because LTD'rs have regular status, when the assignment ends arguably the LTD'r is entitled to 206 displacement rights. In PRC 2126, the parties noted that employees on LTD may be brought back to work for temporary assignments of less than 180 days.

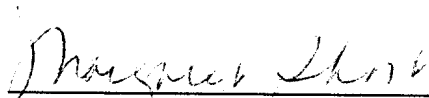
The parties recognize it is in the best interest of Company and employees to attempt to return employees from LTD who have been medically cleared for work. The parties have executed numerous letter agreements pursuant to Section 112.15 of the Agreement to return employees to LTD. Such letter agreements are required in each instance that an employee is returned from LTD.

The PRC also noted that LTD'rs can facilitate their return by the submission of prebids and transfers. In this instance, the grievant limited his job search to one headquarters; his opportunities for return to work would be enhanced by broadening his job search. However, Company does have the right to offer and the employee must accept or risk loss of employment status, appropriate vacancies within a commutable distance of either his current residence or residence at the time of disability (PRC 621, Benefit Agreement 2.14A.2.; 2.19G).

The PRC reviewed Letter Agreement 95-145, which establishes the Hiring Hall for Company wide use and concluded it does not provide for the replacement of Hiring Hall employees with employees on LTD.

Decision:

The PRC agreed there was no violation of the Agreement in this case and therefore closes it without adjustment.



Margaret A. Short, Chairman
Review Committee

2/29/00

Date



Bob Choate, Secretary
Review Committee

3/1/00

Date