

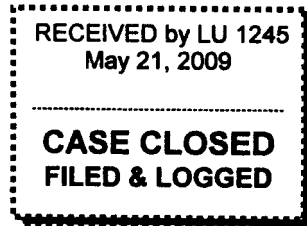


REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CA 94177
(415) 973-6725

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700



JOHN MOFFAT, CHAIRMAN

BOB CHOATE, SECRETARY

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Pre-Review Committee No. 18727 Customer Care – Gas Service - Sacramento

Marlene Brock
Company Member
Local investigating Committee

Darryl Norris
Union Member
Local Investigating Committee

Subject of the Grievance:

The case concerns whether the Company's use of Hiring Hall Gas Service Representatives (GSRs) in Sacramento is a violation of the Labor Agreement.

Facts of the Case:

Union filed the grievance on November 10, 2008, alleging that the company did not post or fill a GSR position that became vacant in August 2008.

The position in question became open in October 2008. The staffing at the headquarters has been as follows: (year end)

2006 – 58 GSR's

2007 – 64 GSR's (tin meter project)

2008 – 63 GSR's, 6 hiring hall GSR's and 3 Rotational Credit Reps.

The increase in staffing between 2006 and 2007 was to address the Tin Meter replacement project and address attrition concerns.

In Spring of 2008 the Field Services group increased hiring hall workers to address SNOP's. The hiring hall GSR's have also been assigned to the "unable to connect" related to Smart Meter. It was anticipated that the hiring hall employees would be released in late 2008 and early 2009. Currently there is one hiring hall GSR in the headquarters.

The grievant in this case is Senior Meter Reader in Sacramento with 35 years of service who wants to work another six years. In November 2008 he accepted a bid to Placerville Meter Reading, prior to his Section 206.6 placement as an ISTS Utility Worker in Sacramento. He submitted a bid to GSR Sacramento on June 25, 2008. He did not submit a bid earlier because he did not think Smart Meter displacements would occur prior to 2010 or 2011.

The grievant is currently a Meter Reader in Auburn.

Discussion

The Union argued that Section 24.5 of the clerical Agreement applies in this case because of note 2 in Exhibit XVI of the Agreement.

The Company argued that Section 24.2 would not apply since the work in question is being performed by employees in an IBEW 1245 represented classification. The provisions of Exhibit XVI have not been violated and the assignment of this type of work is an appropriate use of the Hiring Hall Agreement.

Decision

The parties agree that there is no violation of the Agreement and this case is closed without adjustment.



John A. Moffat, Chairman
Review Committee

5/20/09
Date



Bob Choate, Secretary
Review Committee

5/20/09
Date