



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

ROBIN WIX, CHAIRPERSON

KIT STICE, SECRETARY

### **Review Committee Number 24846 Gas Operations – Locate & Mark – Oakland**

Brenda Legge  
Company Member  
Local Investigating Committee

Rey Mendoza  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the bridging of an employee's service date who was laid off from the Company while holding a regular management position and was subsequently rehired into a bargaining unit classification.

#### Facts of the Case

The grievant was originally hired on 9/8/2005 as a GC Utility Worker. On 8/1/2013, the grievant accepted a management position as a Gas T&D Supervisor, outside of the collective bargaining unit. On 3/21/2017, the grievant was laid off from the Company due to lack of work while still in his non-represented supervisor position. Thirteen months later, on 6/11/2018, the grievant was rehired by the Company into an unrestricted Gas Compliance Representative position, covered by the collective bargaining agreement. His most recent hire date continues to reflect 6/11/2018.

#### Discussion

The Union argued that the grievant's service date, for purposes of Titles 205 and 206, should be bridged to his original hire date of 9/8/2005. The Union cited Sections 2.2 and 106.3(a) of the physical contract as basis for their argument:

#### **2.2 APPLICABILITY**

"The provisions of this Agreement shall be limited in their application to employees of Company in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom Union is the exclusive collective bargaining representative. The respective obligations of the parties herein shall be operative only insofar as Union acts in the capacity of exclusive collective bargaining representative of said employees."

#### **106.3 SERVICE**

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 106.2 above, and as provided hereafter in Section 106.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: (Amended 1-1-88)

(a) Absences caused by layoff for lack of work so long as such employee has been

absent less than thirty continuous months. (Amended 1-1-94)

The Union argued that because the grievant was rehired into a position covered under the collective bargaining agreement, Section 106.3(a) applies because the grievant was previously laid off for lack of work and was rehired within the first 30 months of his release, and opines that Section 2.2 supports this argument.

The Company argued that the grievant was not in a position covered by the collective bargaining agreement at the time he was laid off from the Company. He was in a management position for which the sections cited by the Union do not apply. The Company further argued that there is no past practice of bridging a rehired employee's service when laid off from a position outside of the collective bargaining agreement. The Union's attempt to apply a contractual provision to bridge the service date of an individual who was rehired following his layoff from a management position is not contractually applicable. Company opined that this is the Union's attempt to expand the provisions of the collective bargaining agreement without negotiating. No violation has occurred and the grievant's service date should remain based on his most recent hire date, as is the consistent company practice.

Decision

The committee agreed no violation occurred and this grievance is closed without adjustment.

**For the Company:**

Robin Wix      2-19-2020  
Robin Wix, Chairperson      Date  
Review Committee

**For the Union:**

Kit Stice      2-19-20  
Kit Stice, Secretary      Date  
Review Committee