



REVIEW COMMITTEE

612.1 - ET&D Clerical
Clerical - Ex A LOP
2.1 (P)&(C)

Recognition - inappropriate to move work
between bargaining unit



OCT 18 1989

**CASE CLOSED
LOGGED AND FILED**

RECEIVED OCT 17 1989

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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

DeAnza Division Grievance No. MT-DAZ-54-08-88-82-14
P-RC 1317

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

October 17, 1989

LAURA SELLHEIM, Company Member
DeAnza Division
Local Investigating Committee

LARRY PIERCE, Union Member
DeAnza Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee and has been resolved in accordance with the following.

Facts of the Case

In June of 1988, a summer hire was placed in the General Foreman's office in the Electric T&D Department in Cupertino to perform routine clerical duties. Among the duties performed included calling Administrative Services two to five times per week to check on job status; filling out petty cash cover sheets and delivering petty cash envelopes; transposing numbers from a job file onto the material supply ticket; and performing other routine clerical tasks such as photocopying and answering phones. The summer hire was placed as a T.A. Utility Clerk, and completed her summer assignment on September 1, 1988 to return to school.

The Union grieved the summer hire, believing that the work performed was that of an Assistant Foreman's Clerk, and requested upgrade pay for bypass to that position for the top prebidder.

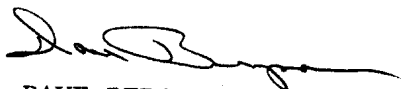
Discussion

The Committee discussed the nature of the work assigned at length, and determined that although the duties are the same or similar to duties assigned to Clerical bargaining-unit classifications, by virtue of the fact that the work was generated from the Electric T&D Department, it would likely have been performed by the Assistant Foreman's Clerk if the summer hire had not been assigned to that group. The Company noted, however, that the summer hire program is, in large, part of a community outreach program. Although the intent of the program is to provide backup for employees during a time of high vacation use, often new work could easily be reassigned within a work group rather than hiring a student for the summer.


Given the nature and the volume of the work performed, it is highly unlikely that the Division would have created an additional Assistant Foreman's Clerk position, if offered that option, to perform the duties done by the summer hire. The work would have simply been spread over existing manpower, without creating a need for additional help. Therefore, there would have been no opportunity for upgrade. However, given that the student was assigned to the General Foreman's office in the Electric T&D Department, the work performed by the student was the domain of employees covered by the Physical contract; i.e., Assistant Foreman's Clerk.

Decision

Based on the foregoing, the Committee agrees that there is no liability in this case inasmuch as there would not have existed an upgrade opportunity in that department if the Division had not assigned the summer hire to the General Foreman's office in Electric T&D. However, the Committee also agreed that, in the future, work performed by the General Foreman's office of the Electric T&D Department will be retained within the jurisdiction of the physical bargaining unit. Therefore, this case is settled without adjustment. Such closure should be so noted by the Local Investigating Committee.



DAVE BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

DDRobinson(223-1123):mc