



REVIEW COMMITTEE

17.6 - Work sched est does
17.7 not fit definition
18.5(b) of either part-time
or intermittent, im
properly filled und
18.5(b).



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

DEC 26 1990
**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED DEC 26 1990

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL
Subject of the Grievance

Sacramento Grievance No. SV-SA-86-06-88-000-08 &
P-RC 1442 SV-SA-86-06-88-000-09
December 19, 1990

This case concerns the placement of an exempt employee as a Service Representative/Intermittent.

Facts of the Case

An exempt employee was placed into a newly created Service Representative/Intermittent position in Sacramento as an unrestricted appointment pursuant to Subsection 18.5(c) of the Clerical Agreement. The position was intended to work full time from October through April and intermittently for the balance of each year.

Discussion

The bulk of discussion on this case surrounded the issue of whether the schedule to which the employee was assigned was intermittent. By definition, an intermittent employee is "one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as needed basis." The "seasonal" schedule referenced above does not fit the definition of a true intermittent. The schedule is not part-time either as "a part-time employee is any employee whose regularly scheduled workweek is less than 40 hours. The Committee concluded that the schedule was full time. Such a schedule could be created, but not filled pursuant to Section 18.5. Filling of the schedule could be through temporary upgrade, or Section 18.8. It was recognized that filling through Section 18.8 may result in Title 19 activity when the work load decreased.

Settlement

The schedule at issue in this case was not intermittent. The employee placed on the schedule has been placed into a full-time Utility Clerk position so the Committee finds the issue of remedy to be moot.

Based on the above, this case is considered closed and such closure should be so noted by the Local Investigating Committee.

DAVID J. BERGMAN, Chairman
Review Committee

ROGER W. STALCUP, Secretary
Review Committee

SACRAMENTO VALLEY REGION
SACRAMENTO DIVISION

IBEW Grievance Number SV-86-06-88-000-09

STATEMENT AND SETTLEMENT

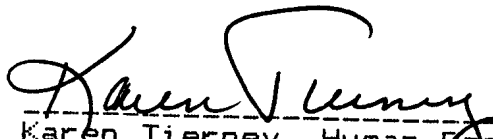
The decision in PRC 1442 (Sacramento Division Grievance No. SV-SA-86-06-88-000-08) found that the schedule raised in both these grievances was full time. In addition, the PreReview Committee recognized that the filling of this "seasonal" schedule "... through Section 18.8 may result in Title 19 activity when the work load decreased."

The local Business Representative and Human Resources Manager recognize that in December 1987, a few months prior to the filling of this Service Representative - Intermittent position, Sacramento Division absorbed the displacement of a number of employees from Placerville. At the time, the division did not have work for these employees; however, recognizing the human aspect of displacement, opted not to implement Title 19 procedures. Instead, the division designed and implemented cross training and other activities to keep employees active in the division until such time as natural attrition allowed for more efficient and productive use of the workforce.


In this case, the parties have agreed without prejudice or precedent, to pay a bypass to the senior qualified prebidder as of the time of the filling of the Service Representative - Intermittent position. This individual has been identified as Shirely Sellers. Ms. Sellers will be paid at the upgrade rate for any time not such paid while Ms. Garcia held the Service Representative - Intermittent position.

The parties also agreed to formally recognize the past efforts of the division to minimize impact on employees through Title 19. In addition should this occur in the future, both parties will actively communicate this to all employees in the unit and encourage their support and recognition of the effort.

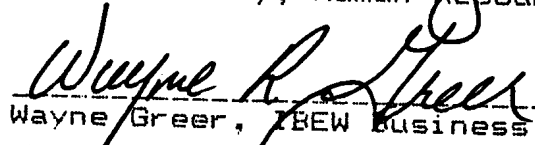
On the basis of the foregoing, this grievance is closed.



Karen Tierney, Human Resources Manager



Date



Wayne Greer, IBEW Business Representative



Date