



REVIEW COMMITTEE

2.1 -Recognition
24.5 -Contracting
Law Dept contracted work
formerly done by Repro-
graphics Dept. Agreed to
return work to bu w/o prej.

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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DEC 13 1991

**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
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED DEC - 9 1991

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Distribution HR Grievance No. 46-100-89-16
P-RC 1451

December 6, 1991

STORME SMITHERS, Company Member
Distribution HR
Local Investigating Committee

ENID BIDOU, Union Member
Distribution HR
Local Investigating Committee

Subject of the Grievance:

This case concerns the Law Department's contracting of reprographic services. Union alleged that on a continuing basis, Company was assigning bargaining unit work to outside contractors.

Facts of the Case:

Prior to 1989, the Law Department accomplished its reprographic needs by three means: (1) its clerks, secretaries and attorneys made their own copies; (2) it contracted for copying services; and (3) it sent some amount of work to the Reprographics Department.

In March 1989, the Law Department and Pandick Technologies, now known as Pitney Bowes, entered into a contract in which Pitney Bowes was to provide all labor, equipment, and materials to take care of the Law Department's duplicating and binding needs. The work was to be performed on Company premises, or at the contractor's outside facilities in San Francisco.

The Law Department continued to assign some work to Reprographics. However, a review of the records indicates a reduction in the amount of work assigned. Records submitted by the Local Investigating Committee indicated that during 1988, 675 Requisitions for Reprographic Work were completed for the Law Department. During 1989, that number was reduced to 228. The LIC Report includes copies of Requisitions showing orders for as few as three copies of a single page for return to Law Department in three days up to orders for 6,500 copies (65 copies of a 100-page document) to be returned to Law Department within 5-1/2 hours. The Local Investigating Report indicated that no employees in the Reprographics Department have been laid off as a result of the reduction of work assigned from the Law Department.

Discussion:

Company contends that this case is not a proper subject for the grievance procedure as the Law Department is not one in which the Union has any jurisdiction. The Company notes that the scope of the work covered by the contract with Pitney Bowes is well beyond that which, the Reprographics Department has previously produced for the Law Department. What was sent to Reprographics was a small portion of the Law Department's work and an even smaller portion of the Reprographics Department's budget. Most of the work contracted out was never done by the Reprographics Department for the Law Department. For years, most of the work had been performed by the Law Department's own clerks, who were not members of the bargaining unit. In 1988, the number of Law Department clerks was significantly reduced. As a consequence, the Law Department contracted out that work.

Union agrees that it does not represent any employees in the Law Department, but contends that taking any work which previously was assigned to the bargaining unit and assigning such work outside the unit was a proper subject for the grievance procedure. Union contended that assigning work formerly performed by bargaining unit employees on a permanent basis was a violation of the settlement of Arbitration Case No. 128 as well as the language of Section 24.5 of the Clerical Agreement. Even though no bargaining unit positions in the Reprographics Department have been eliminated as the result of contracting, the scope of the unit has been reduced by removing work which was performed by bargaining unit employees, an issue addressed in the settlement of Arbitration Case No. 128. The term of the contract is March 1989 through March 1992. Company does not contend that the contracting is for a limited period of time, such as an emergency situation or for a specific special function.

Union opines that contracting under these conditions is a violation of Section 24.5 of the Clerical Agreement.

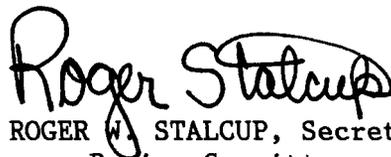
Decision:

Notwithstanding and without prejudice to the Company's position regarding the grievability of this matter and without prejudice to either party's position relative to violation of the Agreement, this case will be closed on the basis of the commitment of the Law Department to assign a quantity of work to the Reprographics Department, at least equal to that assigned to the Reprographics Department prior to 1989.

This case is considered closed on the basis of the foregoing. Such closure should be so noted by the Local Investigating Committee. In the event there is a dispute as to the quantity of work sent by the Law Department to the Reprographics Department, the Pre-Review Committee shall retain jurisdiction.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee