



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

JAN 25 1993

**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 JAN 22 1993

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Valley Division Grievance No. NOV-91-9
P-RC 1597
Sierra Division Grievance No. SIE-91-10
P-RC 1632

SUE AMPI, Company Member
North Valley Division
Local Investigating Committee

MICKEY HARRINGTON, Union Member
North Valley Division
Local Investigating Committee

BETSY GRIFFITH, Company Member
Sierra Division
Local Investigating Committee

ED FORTIER, Union Member
Sierra Division
Local Investigating Committee

Subject of the Grievances:

These cases concern the Company assigning intermittent employees regular schedules, but allegedly precluding them from working 40 hours in some workweeks to justify the intermittent status.

Facts of the Case:

P-RC 1597 (NOV-91-9)

The grievant is an intermittent Meter Reader/Utility Clerk in Quincy who has had 14 meter reading routes assigned to her each month since May 1988. These routes are scheduled so that there is only one occasion during the month that 5 accounts are read on successive days, possibly resulting in a 40 hour workweek. A review of the grievant's 1990 and 1991 Time Records indicate she worked 9 forty-hour weeks in 1990 and 18 forty-hour weeks in 1991. Several of these 40 hour workweeks are the result of the grievant being scheduled for vacation or sick relief duties in addition to her scheduled meter reading days.

P-RC 1632 (SIE-91-10)

The grievant has been an intermittent Utility Clerk in Lincoln since April 1988. She has 16 meter reading routes assigned to her each month that cover 16.5 workdays. The grievant reads meters full time the first three weeks of each month and her schedule on the remaining days varies depending upon the needs of the District.

A review of the grievant's 1990 and 1991 Time Records indicate she worked 26 forty-hour weeks in 1990 and 27 forty-hour weeks in 1991.

Discussion:

The Union believes that since both grievants have regular schedules it is inappropriate to classify them as intermittent employees. Subsection 17.7(a) of the Clerical Agreement defines an intermittent employee as 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. Clearly, the grievants read regularly scheduled meter reading routes.

In P-RC 1597, Union believes that it is appropriate to reclassify the employee from intermittent to part time status. While the grievant does fill in behind absent employees, she also works an established schedule and is more appropriately classified as part time.

In P-RC 1632, Union notes that since this employee is regularly scheduled to work the first 3 weeks of each month, it is inappropriate to classify her as an intermittent or part time employee and that she should be a full time employee. Union notes that Subsection 17.6(a) defines a part time employee as an employee whose regularly scheduled workweek is less than 40 hours.

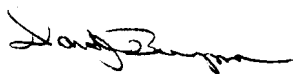
Company agrees that the grievant in P-RC 1597 should be reclassified as a part time employee, but disagrees that the grievant in P-RC 1632 should be a full time employee since she is scheduled to work less than 40 hours on some workweeks.

Decision:

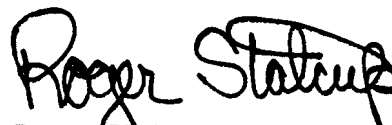
In P-RC 1597, the Pre-Review Committee agrees to reclassify the grievant to part time status retroactive to 30 days before the grievance was filed.

In P-RC 1632, the Pre-Review Committee understands that the Company has transferred three routes from Marysville to the Lincoln office and placed the grievant as a full time Meter Reader. The Union does not abandon its argument that an employee who regularly works full time three weeks per month is more appropriately classified as a regular employee instead of a part time employee. In the case at hand, the parties agree to close the case without further adjustment based on the grievant's placement as a full time Meter Reader.

These cases are closed on the basis of the above and such closure should be noted by the Local Investigating Committees.



David J. Bergman, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee

Date 1-13-93

Date 1/18/93