



REVIEW COMMITTEE

IBEW



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CASE CLOSED
FILED & LOGGED

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

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

CES Grievance No. CES-93-05
CES Grievance No. CES-94-36
Fact Finding File No. 5772-94-221
Pre-Review Committee Case No. 1786

CES Division Grievance No. 41-77-92-2
Fact Finding File No. 5585-94-34
Pre-Review Committee Case No. 1773

RITA SABADELL
Company Member
Local Investigating Committee

DEBRA MAZZANTI
Union Member
Local Investigating Company

Subject

These grievances concern the transfer of clerical work associated with ENCON procurement from a bargaining unit group (Design Drafting) to non-bargaining unit groups (Materials Services in CES and the Contracts Section in NPG).

Facts of the Case

ENCON Procurement Services was established in 1987, at which time bargaining unit clerical personnel in the ENCON Contracts section began to perform clerical work associated with ENCON contracts. These employees were part of the Design Drafting Department. Prior to 1987, ENCON contracts over \$500,000 were processed by non-bargaining unit clerical personnel in the Materials Services Group. Likewise, prior to 1987 clerical work associated with NPG invoices and contracts were performed by non-bargaining unit employees.

The Company began reorganization in the 1992-93 time frame. The ENCON business unit was eliminated in 1993. During this time frame, the responsibility for processing ENCON contracts was transferred from ENCON Design Drafting to Materials Services in CES and the Contracts Section in NPG.

Discussion

The committee reviewed P-RC 1449, which involved a similar situation where work was transferred from a bargaining unit to a non-bargaining unit group due to a company reorganization. In that case, the parties agreed that the Company does not have the unilateral right to reassign work historically performed by clerical bargaining unit employees to non-represented departments or non-bargaining unit employees except as provided in Title 24 of the Clerical Agreement.

In the case at hand, bargaining unit employees had performed the work for at least five years before the work was transferred. The Company unilaterally transferred the work. No prior discussion was held with the Union.

The committee had a great deal of difficulty determining the exact amount and nature of the work that had been transferred and the impact to existing employees in the workgroup. This was further compounded by the fact that during the reorganization, departments merged and/or were eliminated resulting in a change in the work flow. Additionally, the work process for invoices and contracts has changed since these grievance due to the introduction of the SAP System.

What is known is that there were six bargaining unit employees in the ENCON procurement group who were performing this work. Four of those employees accepted non-bargaining unit positions in Materials Services in CES; one employee is on LTD and one employee has transferred to a bargaining unit classification in another department.

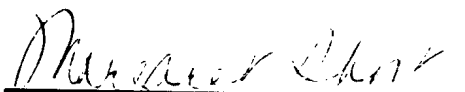
DECISION

The Committee agreed that the Company violated the agreement by unilaterally assigning work which was historically performed by bargaining unit employees. Company agrees that in the future, reassignment of work outside the bargaining unit will first be discussed with the Union. In the current climate of partnership such unilateral decisions are less likely. However, given the fact that the work, and the organization, has changed significantly since the filing of this grievance, returning the work to the bargaining unit is not a reasonable solution. Therefore, the committee agrees to settle this case as follows:

- 1.) The six bargaining unit employees identified as performing invoice and contract work in the ENCON procurement group will be provided Subsection 19.9(a) rights back to their former classification in the General Office complex. A list of the six employees is shown as attachment A.

- 2.) The Company will reimburse the Union for lost union dues for the four members of the bargaining unit who accepted non-bargaining unit positions in Materials Services in CES. The period of dues payment will be from the date they entered the non-bargaining unit position to the date of this settlement.

On that basis, this grievance is considered closed.



Margaret A. Short, Chairman
Review Committee

10/24/96

Date



Roger W. Stalcup, Secretary
Review Committee

10/24/96

Date