



**Pacific Gas and
Electric Company™**

REVIEW COMMITTEE



IBEW

PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED
 FEB. 3, 2000

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
(510) 933-6060
PERRY ZIMMERMAN, SECRETARY

Nuclear Power Generation Grievance No. 848-98-038
Fact Finding No. 6838-98-213
Pre-Review Committee No. 2227

CHER ANTHONY
Company Member
Local Investigating Committee

MIKE HAENTJENS
Union Member
Local Investigating Committee

Subject of the Grievance

This grievance alleges that an exempt supervisor performed bargaining unit work in violation of the Agreement.

Facts of the Case

For several years a meeting has been held each morning at 6:05 a.m. to review the schedule for that day. Two lengthy reports, totaling between 20 - 33 pages, need to be copied for the 15-20 meeting attendees.

Eleven months prior to the filing of this grievance, responsibility for this copying was reassigned from exempt employees to a bargaining unit employee at the request of a Shop Steward. The Clerk agreed to change her schedule to come in at 5:30 a.m., early enough to make the copies. Prior to this change, copies were always made by an exempt employee and exempts continued to make copies when the Routine Plant Clerk to whom it was assigned was sick or late.

When the Routine Plant Clerk was off work due to an industrial injury another Routine Plant Clerk performed the work on an overtime basis (POT is assumed) from April through late September. In October, another Clerk agreed to a schedule change so that the copies could be made by a bargaining unit employee on straight time.

The grievance requests overtime for a bargaining unit clerk for September 25 through October 1.

Discussion

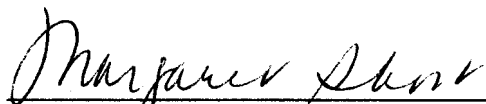
Company opined that the record does not indicate what changed during the week in question. It would appear that the Clerk that had been performing the work on overtime, was no longer available to do it and once another bargaining unit clerk was identified, the exempts discontinued making the copies for the meeting. However, Company strongly believes that copying is not work that is exclusive to the bargaining unit, exempts and non-unit employees all make copies, all the time. Further, the labor agreement allows management to perform bargaining unit work under certain circumstances. Section 7.2 prohibits the performance of bargaining unit work if the purpose is to reduce the number of bargaining unit employees who perform such work. Fifteen minutes of work each day would not result in a reduction of bargaining unit employees. Subsection 7.2 (c) allows for the performance of bargaining unit work by exempts on a de minimis basis. It is clear that this was a de minimis assignment.

Union opined that the work in question belonged to the bargaining unit and that the clerical employee on the PAOT should be compensated for the missed overtime for week in question.


DECISION

The PRC agreed that the work in question has been established as bargaining unit work but that does not preclude exempt and other non-bargaining unit employees from performing this work consistent with the provisions of the labor agreement after reasonable efforts have been made to assign the work to a bargaining unit employee, on straight time or to a bargaining unit employee who is already working overtime.

This case is closed without adjustment.



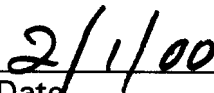
Margaret A. Short, Chairman
Review Committee



Date



Bob Choate, Secretary
Review Committee



Date