



REVIEW COMMITTEE

CLERICAL - 2.1 (Moving duties from clerical to physical)

JAN 26 1989

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
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CASE CLOSED
LOGGED AND FILED
RECEIVED JAN 23 1989

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-940-86-102
Review Committee File No. 1672-88-14

Subject of the Grievance

This case concerns Company's reassignment of Joint Pole duties from an Operating Clerk, Selma to Foreman's Clerks or Field Clerks in five separate Kings District local headquarters.

Facts of the Case

For approximately 17 years prior to the grievance, Joint Pole duties, including preparation of Joint Pole Intent and Set Notices, were assigned to an Operating Clerk in Selma. As a result of reorganization, these duties were decentralized to each of the old Kings District local headquarters. These headquarters did not have Electric Clerical bargaining unit employees so the work was assigned to the existing Foreman's Clerks or Field Clerks.

Discussion

Union argued that Company cannot unilaterally take work from the Clerical bargaining unit and assign it to the Physical Bargaining unit.

Company argued that while the Foreman's Clerk and Field Clerk classifications are in the Physical Bargaining Unit, they do perform clerical type work and further that there is a bidding tie between the two bargaining units in that Operating Clerical clerks are in the line of progression to Asst. Foreman's Clerk and Foreman's Clerk and vice-versa.

The Union responded that the tie allows employees to move back and forth between the bargaining units, but the assignment of work is governed by Title 2, Recognition.

An informal survey of the system indicated that in the overwhelming majority of locations, Joint Pole duties are, and have historically been, assigned to Operating Clerical classifications.

Decision

The Company agreed, based on the facts of the case, specifically that there was no clear showing that this was "common duty work", and without prejudice to other pending or future jurisdictional grievances, that Company's unilateral reassignment of this work violated Title 2 of the Agreements. The Company will, however, submit for the Union's consideration a proposed Letter of Agreement to continue the current work. If the Union declines to execute the Letter Agreement, then Company will make appropriate changes in the work assignment in order to comply with the Labor Agreement.

This case is closed on the basis of the foregoing.

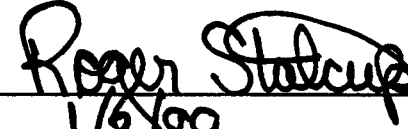
FOR COMPANY:

FOR UNION:

Rodney J. Maslowski
Ronald A. Morris
Robert C. Taylor
David J. Bergman

Art D. Murray
Patrick S. Nickeson
Fred H. Pedersen
Roger W. Stalcup

By 

By 

Date 1-10-89

Date 1/3/89