



REVIEW COMMITTEE

10.2 (Clerical) -Public
contact
employee
definition.

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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OCT - 2 1991
**CASE CLOSED
LOGGED AND FILED**

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

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

RECEIVED SEP 26 1991

REVIEW COMMITTEE DECISION

Stockton Division Grievance No. SJ-STKN-76-16-90-79-19
Review Committee File No. 1720-91-8

Subject of the Grievance:

This case concerns Company's unilateral implementation of a permanent work schedule with two weeks notice to the Union in the Miscellaneous Accounts Receivable Collection Unit (MARCUS) of the Centralized Collection Center (CCC) in Stockton.

Facts of the Case:

By letter dated August 7, 1990, Company notified Union it would implement the following schedule with the initial opening of MARCUS:

Tuesday - Friday	8:00 a.m. - 4:30 p.m.)	First week of
Saturday	8:30 a.m. - 5:00 p.m.)	each month
Monday	11:00 a.m. - 7:30 p.m.)	Remaining weeks
Tuesday - Friday	8:00 a.m. - 4:30 p.m.)	of each month

By letter dated December 19, 1990, Company notified the Union that it would permanently change the above hours to the below listed hours. Company stated the reason for the change as follows:

Based on our first three months of operation, we have found a need to contact our Operating Departments and external Contractors before 8:00 a.m. It was also determined that evening contact rate diminished considerably after 6:00 p.m. Saturdays continue to show a strong contact rate in the morning (until 12:30) and then very little contact in the afternoon. Tracking and analysis will continue, as we have just completed conversion of all Division files into the Unit.

1st Week of Month:

Tuesday thru
Friday: 7:30 a.m. to 4:00 p.m. (1/2 Hour Lunch)

Saturday: 8:00 a.m. to 4:30 p.m. (1/2 Hour Lunch)

Remaining Weeks:

Monday: 9:00 a.m. to 6:00 p.m. (1 Hour Lunch)

Tuesday thru
Friday: 7:30 a.m. to 4:00 p.m. (1/2 Hour Lunch)

The foregoing schedules were established in accordance with the provisions of Sections 10.3 and 10.5 of the Agreement and Paragraph II. B. 1. of the Title 10, Hours, Labor Agreement Clarification.

By Letter Agreement 91-18-STK, the Company and Union agreed to establish a temporary nine hour schedule effective July 1, 1991 through October 1, 1991. This pilot schedule was implemented pursuant to the provisions of Section 10.7 and Paragraph II. B. 3. of the Hours Clarification.

Discussion:

The parties are in agreement that the Hours Clarification requires Company and Union agreement for temporary schedule changes but allows the Company to unilaterally establish permanent hours and workdays for clerical employees within certain parameters.

Permanent schedule changes for public contact employees may be established which start on any day of the week and at any hour of the day.

The issue in this case is whether or not the employees in MARCU are public contact employees within the intent of Section 10.2 of the Agreement and Paragraph I. C. of the Clarification. Section 10.2 states:

10.2 PUBLIC CONTACT DEFINED

An employee who is assigned to work in a commercial or business office which brings "the employee" into direct contact with the public shall be known as a public contact employee. The foregoing definition shall include employees such as counter clerks, cash receivers, telephone service clerks, PBX operators and adjusters. (Amended 1-1-91)

The employees in MARCU are charged with making telephone contact with customers of delinquent accounts of money owed the Company for other than gas and electric bills. Such accounts are delinquent D&C's for unpaid construction money owed, Co-gen rent on facilities, money owed for joint trench and joint pole, scrap sales, MLX, money owed for damaged meters and third-party claims.

Prior to the consolidation of this work into the Centralized Collection Center, the work was performed by Customer Services clerical employees in various business offices in the Service Representative classification. Service Representatives are telephone and counter clerks. Company therefore opined that these MARCU employees are public contact employees.

Union opined that the term public contact was intended to cover those employees who perform customer contact duties associated with providing and collecting for gas and electric service. The Union also stated that there are other clerical employees in the Accounting and Operating Lines of Progression who perform duties similar to the MARCU unit. They expressed concern that if Company's position is that public contact covered all employees who deal with the public that Company would be able to unilaterally change schedules for these employees to start at any hour of the day, any day of the week.

Decision:

The Review Committee agrees that the employees on the MARCU Unit are public contact within the meaning of Section 10.2 and the Hours Clarification. Further, the Review Committee notes that Section 10.2 and the Hours Clarification preceded the 1980 retitling of clerical classifications to reflect the three lines of progression: Customer Services/Marketing; Operating; and Accounting. Prior to the reclassifications, all three lines of progression had the same clerical classifications, i.e. Clerk A, B, C and D. Under that classification system it was sometimes necessary to describe duties to be able to identify appropriate contractual provisions. Under the current system the type of work is reflected by the classification title. Therefore, the Review Committee is in agreement that clerical classifications in the Accounting and Operating Lines of Progression are not now public contact employees within the meaning of Section 10.2 of the Agreement. Should a reorganization or restructuring of work responsibilities occur, Company reserves the right to claim such employees as public contact. Company would notify Union of such change in status. Union may challenge such decision through the grievance procedure.

No violation of the Agreement occurred. This case is closed without adjustment and such closure should be so noted by the Local Investigating Committee.

FOR COMPANY:

William J. Eddy
Ronald A. Morris
James K. Randolph
David J. Bergman

By 

Date 9-26-91

FOR UNION:

Patrick S. Nickeson
Fred H. Pedersen
Arlis L. Watson
Roger W. Stalcup

By 

Date 9/26/91