

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

CASE CLOSED MAY 27 1981
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
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 R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED MAY 27 1981

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-795-80-80
 P-RC 599

May 26, 1981

MR. R. S. BAIN, Chairman
 General Construction
 Joint Grievance Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Joint Grievance Committee for settlement in accordance with the following:

Statement of the Case and Discussion

For several years prior to May, 1979, the Automotive Shop clerical desk in the General Construction Service Center in Davis was occupied by a Routine Parts Clerk (the Routine Parts Clerk classification was changed to Partsman per letter agreement dated October 30, 1979). The grievant, also a Routine Parts Clerk, was assigned to the desk from May, 1979 to and including April 20, 1980. Prior to the grievant's assignment to the subject desk, local supervision at the Service Center decided to rotate Partsmen to the desk at six month intervals. However, the grievant apparently was not advised of this decision until some time subsequent to her assignment to the Automotive Shop desk.

The grievant sustained a non-industrial injury in October, 1979, and was granted a medical leave of absence from October 30 to December 31, 1979. When the grievant returned from the leave, she was advised that her rotational assignment on the Automotive Shop desk had ended and that she would be assigned other Partsman duties. Subsequently, but prior to her removal from the Automotive Shop desk, the grievant provided medical evidence that she could not perform all of the duties of a Partsman, whereupon she was offered a Routine Shop Clerk position in the Service Center's main office. She refused the offer. The grievant then was offered a Clerical Assistant position in Sacramento, which she accepted on April 21, 1980. At that time, the Automotive Shop desk was filled by another Partsman on a rotational basis.

In January 1981, the supervision at the Service Center again reviewed the utilization of Partsmen and decided that the Automotive Shop desk duties properly should be assigned to a Routine Shop Clerk. As a result, since January 19, 1981, a Routine Shop Clerk has been assigned to the desk. The Pre-Review Committee

understands that it is the supervision's intent to use only Routine Shop Clerks on this desk in the future.

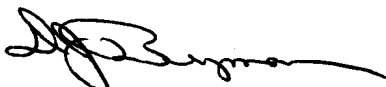
The grievant complained that she was forced from her Partsman position on the Automotive Shop desk and that she should be reinstated into that position in accordance with Section 112.10(b) of the Agreement.

Decision

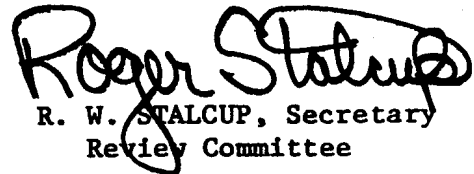
After considerable discussion and review of the foregoing facts, the Pre-Review Committee has concluded that Section 112.10(b) does not apply to the grievant's classification. However, the Committee agreed that an equitable settlement of this case would be to 1) offer the grievant an opportunity to return to the Davis Service Center as a Routine Shop Clerk; 2) if she accepts such offer, assign her to the Automotive Shop clerical desk for one year; 3) at the conclusion of one year, rotate her to other Routine Shop Clerk duties at the Davis Service Center; 4) reimburse the grievant for the difference between the top wage rate of the Clerical Assistant classification and the top wage rate of the Partsman classification for the period from April 21, 1980 to and including January 16, 1981.

Subsequent to the foregoing agreement but before it was effected by signature, the grievant applied for transfer to a Clerical Assistant position at the Geysers. The Department was able and willing to grant the transfer request, effective June 1, 1981. Therefore, the grievant will not be returned to the Davis Service Center, and settlement Items 1 and 3 above are voided; Item 4, the retroactive wage adjustment, nevertheless remains in effect.

This case is considered closed on the basis of the foregoing, and the closure should be so noted in the Minutes of the Joint Grievance Committee meeting.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

RWS:rlm