

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

PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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(415) 933-6060
R.W. STALCUP, SECRETARY

**CASE CLOSED
LOGGED AND FILED**

JAN 06 1988

D.J. BERGMAN, CHAIRMAN

RECEIVED JAN 5 1988

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1539-86-47
P-RC No. 1146

December 28, 1987

PHIL G. DAMASK, Company Member
General Construction
Local Investigating Committee

BARRY J. HUMPHREY, Union Member
General Construction
Local Investigating Committee

Grievance Issue

Transfer of Clerical Assistants from one project location to another location.

Facts of the Case

On April 3, 1986, the Diablo Canyon Power Plant cost book group moved from the on-site G.C. Administrative Building to the G.C. Diablo Canyon Project facility located at 4325 South Higuera Street in San Luis Obispo, a distance of 15.3 miles.

The work being performed by all members of the cost book group now located at the Diablo Canyon facility on Higuera Street in San Luis Obispo is the same work the group was performing while assigned to the on-site office.

Discussion

The Union member of the Committee contends that the Clerical Assistant classification, per Letter Agreement dated May 6, 1968, is a non-transferrable position and that classification is not agreed to for use on project sites. As such, the Company violated the letter agreement by the transfer and utilization of the classification at the project location.

Company member opined that Company has utilized Clerical Assistants at projects since the mid-to-late 1970's and had previously transferred this classification between project locations such as from the Geysers Project to Healdsburg. Furthermore, the Union had not objected to such utilization of the Clerical Assistant classification in the past.

Union member opined that their failure to enforce a provision of the Agreement does not mean they have rescinded such provision; it may, however, limit the damages or remedy. Further, the Union noted that the Company was duly notified upon the filing of the instant grievance that the Union fully intended to enforce the Agreement.

Decision

The Committee discussed the case at length and agreed that a violation of the Agreement had occurred, since the May 6, 1968 letter agreement did not provide for transferring the classification. The Committee agreed that the Company would cease and desist from utilizing Clerical Assistants at project offices and subjecting said classification to transfers. As for monetary settlement, the Committee further agreed to an equity settlement of 75 percent the difference between the applicable Clerical Assistant wage rate for the three individuals left in San Luis Obispo, and the applicable First or Routine Field Clerk wage rate. The period of time in determining this settlement will begin when the three were assigned to the off-project site until such time as they are returned to the project site as Clerical Assistants or are placed into another classification. For the other three employees in these classifications that were transferred back to DCP's site in June 1986, the Committee agrees that the requested remedy of cease and desist was effected and no monetary adjustment is appropriate.

Based on the foregoing, this case is closed, and such closure should be so noted in the minutes of the Joint Grievance Committee meeting.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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