



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
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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

Corporate Services Grievance No. 22-647-91-1
P-RC 1527

October 14, 1991

SUSAN BEGGS-GERBER, Company Member
Corporate Services
Local Investigating Committee

KATHY MAAS, Union Member
Corporate Services
Local Investigating Committee

Subject of the Grievance:

This grievance alleges that bargaining unit work is being performed by exempt employees in the Information Technology Services Departments.

Facts of the Case:

The grieved work involves the inputting of commands for telephone station moves, adds, and changes. A Company witness at the Local Investigating Committee meeting indicated that four Analysts were inputting commands for station moves/changes and two Customer Services Representatives made feature changes (name changes) only. Each of the six were performing these duties what in Company's view amounted to a de minimus amount of time. The Union cited the August 1989 resolution of Review Committee Decision 1669 which established that the work at issue is bargaining unit work. The decision did allow for such work to be performed by exempt employees on a de minimus basis. In June 1990, the Union filed another grievance alleging that the Company was continuing to assign this work outside the bargaining unit. A committee was established to discuss transitioning the work to the bargaining unit. The Company believed an agreement was reached to make the change effective January 1, 1991. The grievance was resolved locally on this basis and with the payment of 516 hours of prearranged overtime to the 26 Telecommunications Technicians. On January 17, 1991 the grievance at hand was filed alleging that the Company had not complied with the Review Committee and local grievance settlements. In addition to the above noted assignments, on Saturday, January 12, 1991, two Analysts worked eight hours each inputting commands.

Discussion:

The Union opined that spreading the work among several exempt employees is a circumvention of the Review Committee decision and that if the work were consolidated, it would not be a de minimus amount. The Union further expressed great displeasure at the Company's apparent disregard for the earlier grievance decisions. As a remedy, the Union sought overtime payment to the Telecommunications Technicians in addition to a cease and desist to the inappropriate assignment of work for the earlier resolutions.

Company opined that the work had, in fact, been transferred to the bargaining unit on or about January 1, 1991 and that what was being performed by exempts was truly de minimus with the exception of Saturday, January 12. In any case, the Company did not believe that a payment of overtime was a proper or contractually provided remedy when there is no demonstration that the work was performed on other than straight time. The Company also noted that Letter Agreement 90-226 was executed January 10, 1991 to be effective with the first full pay period following the signing. This agreement established 24-hour coverage by Telecommunication Technicians working 12 hour shifts. With this schedule, there would always be the opportunity to assign the work on straight time. The opportunity for overtime to perform this work would be very limited. Recognizing, however, that 16 hours of work was performed on a non-workday, the Company at the Local Investigating Committee offered to pay two Technicians eight hours each of prearranged overtime.

Decision:

Recognizing the local settlement did provide for an equity penalty for the Company's failure to comply with the Review Committee decision, that closed the liability issue through September 1990. The Local Investigating Committee agreed to a period to transition the work although that period of time is in dispute. Since the Local Investigating Committee couldn't agree as to the dates of the transition period it would be inappropriate for the Pre-Review Committee to consider liability when there is no agreement about the end date for the transition period. Even if we considered the end date for transition to be January 1 as the Company contends, with the exception of January 12, there is no demonstration by the Union that the work was not transferred. The Union does acknowledge a partial transfer by January 1.

Therefore, the Pre-Review Committee agrees to close this case based on the offer at the Local Investigating Committee to pay the appropriate two Technicians eight hours each of prearranged overtime. This case is closed on the basis of the foregoing and the adjustment provided herein. Such closure should be so noted by the Local Investigating Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER N. STALCUP, Secretary
Review Committee

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