



REVIEW COMMITTEE

2.1 -Recognition
207.2 -Contracting
601.1 -Gas T&D

Co contracted leak survey work w/o first offering work to Fldmn on OT. Issue of optimum use of OT per

IBEW  /LA88-10

PACIFIC GAS AND ELECTRIC COMPANY
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APR - 3 1992

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

**CASE CLOSED
LOGGED AND FILED**

RECEIVED APR - 1 1992

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Redwood Region Grievance No. RW-HU-04-60-90-57-03
P-RC 1515

March 10, 1992

DOUG VEADER, Company Member
Redwood Region
Local Investigating Committee

KEN BALL, Union Member
Redwood Region
Local Investigating Committee

Subject of the Grievance:

This case concerns whether the Company had an obligation to offer optimal overtime to all employees in the Gas T&D Department prior to contracting Fieldman work.

Facts of the Case:

The Division had a practice of contracting leak survey work, which is normally performed by the Fieldman classification, on a seasonal basis to meet PUC regulations. The additional leak survey work was not offered to any bargaining unit employees as overtime work. The contractor was assigned work at the beginning of the month with a 30-day deadline for completion. Headcount in the Gas T&D Department, under which leak survey work falls, was maintained during the contracting periods.

Discussion:

The Union argued that under Letter Agreement 88-104, the Company has an obligation to offer optimal overtime to employees before contracting work. The Union also contended that overtime should be offered to all Gas T&D workers, since they are all qualified to perform the work in question. Lastly, the Union argued that the appropriate definition of "optimal overtime" was 50% of straight-time hours (e.g. 20 hours of overtime for a 40 hour week).

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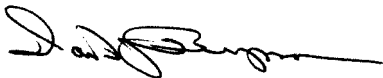
The Company agreed that it had an obligation to consider the optimal use of overtime prior to contracting bargaining unit work. However, the Company noted that the term "optimal" has not been strictly defined. According to the Company, there is no consistent application of a rule that would support the Union's position that a set percentage of hours must be offered to employees. Instead, the optimal use of overtime has been determined on a case-by-case basis taking into account factors such as practicality, the type of contract (P-RC 1116 and P-RC 1349), and employee interest in overtime (P-RC 1282).

In addition, the Company asserted that once contracted it had no obligation to offer overtime or upgrades to the entire Gas T&D Department.

Decision:

The parties agree that the Company had an obligation to offer optimal overtime prior to contracting as outlined in Letter Agreement 88-104. This obligation only applies to the Fieldman classification. The parties further agree that no set definition of "optimal overtime" exists. Compliance with the optimal overtime provision in Letter Agreement 88-104 must be determined on a case-by-case basis.

The case is remanded to the Local Investigating Committee to determine any necessary adjustments.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

RRDoering (223-8510):nj