



## REVIEW COMMITTEE



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RECEIVED  
MAR. 1, 2000  
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**CASE CLOSED**  
**FILED & LOGGED**

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

MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

North Valley Division Grievance No. CHI-96-5  
Fact Finding File No. 6404-96-115  
Pre-Review Committee File No. 2119

Sue Ampi  
Local Investigating Committee  
Company Member

Kit Stice  
Local Investigating Committee  
Union Member

Subject:

This case concerns two year-end overtime distribution grievances; one in the Chico Customer Services Office and one in the Oroville Customer Services Office.

Discussion:

The first issue presented in these grievances is whether hours which employees are credited with upon entering a headquarters should be included in Step 1 of the overtime distribution formula agreed in P-RC 1456. A literal reading of the language does not provide for the inclusion of credited hours, only actual hours.

The second issue presented in these grievances is whether overtime in the Clerical Bargaining Unit is to be equitably distributed among employees in a department, regardless of classification (e.g., a Meter Reader should have as much overtime as the Senior Service Reps I, Service Reps or Utility Clerks in the office).

The Committee reviewed the language of Section 12.3 of the Clerical Labor Agreement which states, in part, that overtime (prearranged and emergency) work is to be distributed "...among employees within a department as equally as practicable." The Union pointed out the contrast between this language and the language in Section 208.16 of the Physical Labor Agreement which states, in part, that overtime work is to be distributed;

"...among employees in the same classification and in the same location as equally as is practicable."

The Union argued that the difference in language between Sections 12.3 and 208.16, requires a different meaning between the Sections. The Union opined that unlike the Physical Agreement, the Clerical Agreement provides for equal distribution of all overtime within a department regardless of classification. To the extent practicable, all employees, regardless of classification are to share equally in overtime. The Union further opined that normally this requirement does not exist between the field Customer Services employees (such as Meter Readers) and the office employees, where the parties have historically treated these as separate groups for overtime.

The Company argued that it is not aware of any location that applies Section 12.3 as interpreted by the Union. It is the Company's understanding that the distribution of overtime language in the Clerical Agreement has been applied in the same manner as in the Physical Agreement; that is, by classification. This holds true in those areas with local administrative procedures and those without. The two headquarters in this grievance have historically balanced overtime by classification. This practice is still in effect.

The Company pointed out that Section 12.3 does not state that overtime is to be distributed equally among employees in the department regardless of classification. The language states that overtime is to be distributed equally among employees in the department as practicable. While the Union may believe it is not practicable to equalize overtime between the field employees and the office employees, the Company believes that it is not practicable to equalize overtime between office classifications, unless local agreements provide otherwise.

In the Company's view, various impractical situations could arise in distributing overtime as interpreted by the Union. To distribute overtime equally between classifications could require working higher paid employees below their classifications on overtime. It could also require upgrading less senior employees in violation of Section 18.3 in order to distribute the overtime equally.

Turning to the specifics of the Chico grievance, the P-RC noted a wide variance in the distribution of overtime among the Service Representatives. According to the LIC Report, the overtime was primarily related to a severe backlog in Records work which began in late 1994. A total of 2,019 hours of overtime was worked by Service Reps in 1995 for an average of 288 hours per Service Rep. Four of the seven Service Reps worked less than this average.

The Company argued that three of the four employees who were below the average were not qualified to perform the Records overtime work. In addition to classroom training, hands-on work with a mentor is needed to become qualified to perform Records work. The fourth employee declined to work overtime.

According to the LIC Report, Service Representative Tardiville was awarded his Service Representative position in May of 1995 and had no Records experience at that time. He attended classroom Records training in October 1995 and started working with a mentor following that. Service Representative Cross started working with a mentor in the

second quarter of 1995 and attended classroom training in November. Service Representative Smyth was not trained in Records in 1995 and is no longer an active employee. Company believes this demonstrates a good faith effort to train employees in the various functions.

The Union responded that it is the Company's responsibility to train employees, and failing to do so does not release the Company from its obligation to equitably distribute overtime. The Company agreed that it has an obligation to train employees, but that the need to train employees must be balanced with the operational needs of the department. In this case, a substantial amount of time was dedicated to training employees.

Turning to the specifics of the Oroville grievance, the P-RC noted that there was a total of 203 hours of overtime worked by the three Service Representatives for an average of 68 hours per Rep. Service Representative Belmont worked 3.5 hours less than the average, and Service Representative Blodgett worked 25 hours less than the average.

The Company pointed out that these differences do not include any declined overtime as the formula calls for. Additionally, the differences appear justified given that Belmont was awarded his position in August of 1995 and Blodgett declined to work overtime that was scheduled for Saturdays.

Decision:

The Pre-Review Committee agreed to close these grievances with the following understandings:

1. The parties are strongly encouraged to develop an agreed to local administration procedure for equitable distribution of overtime, which would include the method of practicable distribution among employees at each location, accounting of credited and actual overtime worked, and placement of employees who transfer or bid into the work group.
2. Regardless if there is an agreement in writing or not, it is incumbent on the Company to comply with the provisions of Section 12.3 of the Clerical Agreement concerning equal distribution of all overtime. "Where an imbalance cannot be justified, paying the aggrieved employee(s) is an appropriate remedy after the end of the accounting period. Although, this does not preclude other local agreements." PRC 1456 may also be used as a guideline for resolution.
3. Since the filing of this grievance, the parties in 1999 General Negotiations have established a joint committee "to determine a practical, consistent, and understandable" clerical overtime procedure. In the future, Section 12.3 grievances alleging an inequitable distribution of overtime will be resolved on the basis of the contract language, local administrative agreements (as long as they do not conflict with the contract), or if no local agreement exists then on the basis of the guidelines, if any, developed by the joint Title 12 committee.
4. Based on the past practice of these two headquarters, at the time of the filing of these grievances, this case is considered closed.

*Margaret Short*

Margaret A. Short, Chairman  
Review Committee

*3/29/07*

Date

*Bob Choate*

Bob Choate, Secretary  
Review Committee

*3/1/08*

Date