



REVIEW COMMITTEE

PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED by LU 1245
NOVEMBER 1, 2000

CASE CLOSED
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
BOB CHOATE, SECRETARY

Pre-Review Committee No. 11308

Linda Matthews
Company Member
Local Investigating Committee

Phil Carter
Union Member
Local Investigating Committee

Subject of the Grievance

This grievance alleges an inequitable distribution of prearranged overtime in the Electric T&D Department in Placerville, specifically in the Lineman.

Facts of the Case

There are 19 Linemen in Placerville. This headquarters has an annual sign-up list where employees indicate their desire to work prearranged overtime. Eight of the Linemen did not sign the annual list. There is no locally negotiated administrative procedure in place at this location.

In applying the formula outlined in P-RC 1456 to the 19 Linemen, it was determined that each Lineman's equitable distribution was 82.3 hours of prearranged overtime. Those that fell below this figure, had either not signed the Annual Overtime list or had other extenuating circumstances that have been agreed upon by Company and Union as acceptable explanation for an apparent inequity.

Discussion

Union argued that the P-RC 1456 formula should have only included those Linemen that signed the Annual Overtime list which would then increase the equitable share to 142.16 hours per employee.

Company responded that P-RC 1456 is clear that all employees in a classification are to be included in determining the average number of prearranged overtime hours worked. Additionally, where there appears that there is an imbalance, the Company has the right to reconstruct the accounting period to determine if the overtime had been distributed equally.

An exhibit in the LIC report indicates that the Linemen that did not sign the annual list were not charged declining opportunities to work. Failure to record this information can skew the overtime distribution records. If hours had been appropriately charged to these employees, their annual total may have been closer to the average of 82.3 hours. Further, it would be very inappropriate to reward these employees with a payment for time not worked when at the beginning of the year they indicated their disinterest in working by not signing the list.

Finally, unlike the emergency overtime procedure outlined in Title 212, there is no contractual requirement to sign-up for prearranged overtime on an annual or weekly basis although such provisions may be agreed upon locally by the parties when executing an overtime administrative procedure.

Decision

The PRC is in agreement that based on the facts provided, to close this case without adjustment.

Margaret Short

Margaret A. Short, Chairman
Review Committee

10/17/00

Date

Bob Choate

Bob Choate, Secretary
Review Committee

10/17/00

Date



REVIEW COMMITTEE

of prearranged overtime Formula on how adjustments are made after year-end when distribution was not equitable.

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

MAR 13 1991

CASE CLOSED LOGGED AND FILED

INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
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MAR 12 1991

Vallejo-Napa Division Grievance No. RW-VN-04-68-90-06-04
P-RC 1456

March 8, 1991

CYNTHIA BOZMAN, Company Member
Vallejo-Napa Division
Local Investigating Committee

LARRY PIERCE, Union Member
Vallejo-Napa Division
Local Investigating Committee

Subject of the Grievance

This case concerns the alleged inequitable distribution of prearranged overtime among Linemen at the Vallejo headquarters. The Fact Finding Committee agreed that an unjustified imbalance existed but could not agree on the remedy.

Facts of the Case

Since the primary dispute referred to the Pre-Review Committee concerns remedy, a recitation of the facts concerning the pre-arranged overtime assignments is unnecessary. The Union's position on the remedy dispute was that Company should pay each Lineman the difference between their overtime total (actual and declined) and 80% of the total (actual and declined) of the Lineman with the most hours.

Company proposed the following to be the appropriate remedy:

1. Add up the total number of overtime hours actually worked by the Linemen in the headquarters.
2. Divide the total in number one by the number of Linemen in the headquarters. This figure represents each employee's equitable distribution of the total overtime worked within the confines of practicability as provided for in Section 208.16.
3. Compare the figure in number two above with the opportunity provided each Lineman as shown by their total overtime opportunities (actual plus declined or not available).
4. Where number two exceeds number three, pay the employees the difference unless there are extenuating circumstances (i.e. extended time on workers compensation).

Settlement

The Committee agrees that the Company's proposed method of calculating remedy is appropriate. In a simple example ignoring all practicality considerations, if 1000 prearranged overtime hours are worked by 10 Linemen in a headquarters, each Lineman has a 208.16 right to the opportunity to 100 hours of that work. To determine if an employee's rights have been violated, the 100-hour figure should be compared to the actual opportunity afforded to the employee. Where there is a shortfall, adjustments should be considered.

Still ignoring all practicality considerations for the sake of this example, if one Lineman at this headquarters worked all 1000 hours of overtime, the other nine Linemen are not entitled to an adjustment bringing them up to the 1000-hour figure. This far exceeds a make whole remedy. Rather, their potential entitlement is up to the 100-hour figure which is what they would have worked had Company properly administered Section 208.16.

This case is referred back to the Local Investigating Committee for settlement in accordance with Company's proposed Fact Finding remedy. In the event the LIC is unable to settle the case, it should again be referred to the Fact Finding Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

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