

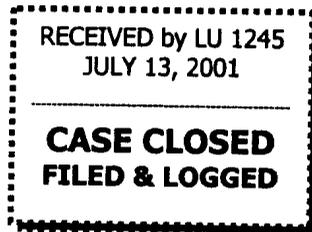


REVIEW COMMITTEE

IBEW



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



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
SAM TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Pre-Review Committee No. 11327

Rose Veridiano
Company Member
Local Investigating Committee

Gary Hughes
Union Member
Local Investigating Committee

Subject of the Grievance

This grievance contends that the Company did not equally distribute overtime, as defined under 12.3(a) of the agreement at the Stockton Credit and Records Center in 1999.

Facts of the Case

The Stockton Credit and Records Center (C&RC) was initially established as a Credit Center only. In 1999, Records work began migrating to the Stockton Credit Center and the location began being known as the Stockton Credit and Records Center. The April 14, 1999 Resume from the Customer Services Records 94-53 Committee notes that there were 25 bargaining unit employees working in the Direct Access Billing and Records Unit (DABRU), and the Records Transition Center (RTC) was being set up. The resume notes 45 bargaining unit employees working in RTC.

This particular resume also comments on the GENESIS system, and the fact that Release 4.0 was still being built. The record also reflects the conversations regarding initial staffing and temporary staffing, as well as training.

Discussion

The Union strongly argued 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 stated that the transfer of Records work to Stockton in 1999 was a huge undertaking. In April and May of 1999 the Company was recruiting volunteers, trained in Records work, to temporarily work in Stockton. Discussions and agreements with the Union occurred during this transition period. This transition required a good deal of training for the Records employees, particularly as the Genesis system itself was unstable, undergoing changes and modifications. Formal training for Records employees began in June and concluded in August. However, continuous training for those employees who regularly worked with the system was needed to learn new processes and procedures. To train all employees in 1999 was not reasonable or feasible. The Company did train as many employees as reasonable and practicable, and late in 1999 provided the 10-week Genesis training to an additional 30 employees from the Credit section.

The Company agrees that it has an obligation to train employees, however, such obligation does not extend to training all employees in all functions. Rather, the need to train employees must be balanced with the operational needs of the department. In this case, it was not reasonable or feasible to train employees on a system that continued to change. Once things stabilized to some extent, 30 Credit employees were in fact provided training. And in 2000, an additional 51 volunteers were trained. The OT distribution records for 2000 demonstrate a clear commitment to abiding by the language and the intent of the Agreement as overtime was able to be equitably distributed and no year-end grievance was filed.

Finally, Company notes that Section 12.3(a) states that overtime work shall be distributed as equally as practicable. Company believes that given the operational issues outlined above, overtime in 1999 was distributed in compliance with the labor agreement.

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 the headquarters, 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. Finally, based on the age of this grievance and in an effort to close it out, the PRC agrees to an equity settlement, without prejudice to the parties' positions. Employees who completed the one day of training in 2000 will be compensated for that day, the difference between 1 ½ times and 2 times pay. Payment is to be made only to those employees still in the Stockton Credit and Collections Center as of the date of the signing of this decision.

Margaret Short

Margaret A. Short, Chairman
Review Committee

7/13/01

Date

Salim A. Tamimi

Sam Tamimi, Secretary
Review Committee

7-13-01

Date