



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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**CASE CLOSED
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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

- 2379
- ✓ East Bay Division Grievance No. 1-2339-86-22 (P-RC 1118)
 - ✓ East Bay Division Grievance No. 1-2385-86-28 (P-RC 1119)
 - ✓ San Francisco Division Grievance No. 2-1359-85-188 (P-RC 1140)
 - ✓ East Bay Division Grievance No. 1-2571-87-8 (P-RC 1205)
 - ✓ Steam Generation Grievance No. 24-133-86-6 (P-RC 1211)
 - ✓ North Bay Division Grievance No. 4-1390-87-21 (P-RC 1244)
 - ✓ DCPD Grievance No. 22-125-86-1 (P-RC 1276)

May 23, 1989

JOHN P. BRENNAN, Company Member
East Bay Region -
Local Investigating Committee

PERRY ZIMMERMAN/JOE VALENTINO, Union Members
East Bay Region
Local Investigating Committee

ROB TOWLE, Company Member
Golden Gate Region
Local Investigating Committee

DEAN GURKE, Union Member
Golden Gate Region
Local Investigating Committee

CAROL POUND, Company Member
Steam Generation
Local investigating Committee

KEN L. BALL, Union Member
Steam Generation
Local Investigating Committee

SHELLEY VERBIN, Company Member
Santa Rosa Division
Local Investigating Committee

SAM A. TAMIMI, Union Member
Santa Rosa Division
Local Investigating Committee

CHER ANTHONY, Company Member
DCPD
Local Investigating Committee

MIKE HAENTJENS, Union Member
DCPD
Local Investigating Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned, pursuant to Step 5A(v) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievances

Each of these grievances alleges a violation of Subsection 208.16(a), an unequal distribution of prearranged overtime.

Facts of the Cases

Following is a very brief description of the salient facts of each case.

PRC 1118, East Bay Grievance No. 1-2379-86-22

This grievance was filed on behalf of the Gas and Electric T&D employees in Concord for the calendar year 1985. All employees who wanted to work POT were afforded the opportunity to do so. No volunteer was denied. No one was forced to work overtime. Certain individuals accrued substantial extension of the workday overtime which may or may not have been incorrectly recorded as POT, because of their assignment to inspect contractor construction crews. The Committee does not have sufficient information to determine if the extension of the workday overtime was unanticipated as described in Section 212.7 or was anticipated overtime work, known in advance.

PRC 1119, East Bay Grievance No. 1-2385-86-28

This grievance covers 1985 for the Gas and Electric T&D Departments in the three headquarters of Mission Division.

The six General Foremen stated that the general practice for offering POT is to ask for volunteers and/or use a sign-up list. In almost every case, all those that volunteered or signed the list were given the opportunity to work POT. In the few cases where there were exceptions to this, a sign-up list was used, and those with the fewest accumulated hours of POT in each classification were given the opportunity to work.

As in PRC 1118, a significant portion of the difference between accumulated hours can be attributed to the assignment of some employees to inspect contractor crews. In its review of this case, the Local Investigating Committee reached certain conclusions and agreements concerning the foregoing assignments.

PRC 1140, San Francisco Grievance No. 2-1359-85-188

The grieving employees are Communications Technicians headquartered at Martin Service Center. The accounting period is 1985. For years, combined POT and EOT lists were maintained, notwithstanding the amendments to Section 208.16 as a result of general bargaining in 1984, and there was no charging for refused overtime. In June 1985, a new Communications Technician requested separate accumulations. Company agreed and made an effort to make an equitable distribution of POT in the remaining six months of the year. A narrower gap between the high and low wasn't accomplished because in addition to the above issue, the Company maintained that work on the electro-mechanical Stromberg-Carlson dial exchange equipment at three locations was impractical to assign to all the Communications Technicians because of its obsolescence, the fact that the equipment is being phased out, and that it can practically be assigned to only the one employee who has been assigned to maintaining it for years and has the necessary skills and dexterity to efficiently perform the work. Other Communications Technicians in the Department have had some exposure to the electro-mechanical Stromberg-Carlson dial exchange equipment but not as much as the Technician who maintains the equipment during regular work hours and on an overtime basis. In addition, there is a statement that there are other Technicians who believe they are fully qualified to work on the equipment and have relieved the regularly assigned employee in the past. The Technician assigned to the Stromberg-Carlson dial maintenance did not work overtime

assignments for other work appropriate for his classification. Those assignments were made to other Technicians.

PRC 1205, East Bay Grievance No. 1-2571-87-8

This grievance alleges an unequal distribution of prearranged overtime in the Gas and Electric T&D Departments in Walnut Creek for the year 1986. The Local Investigating Committee agreed there was no violation of the Agreement by the Gas Department and that POT had been distributed as equally as practicable for employees in all classifications in the Electric Department except allegedly for the Lineman and Electric Crew Foreman classifications.

Two Linemen who were used to inspect contractor crews accrued more POT than other Linemen, and in one case, a substantial part of the difference was accrued at the Electric Crew Foreman rate while the Lineman was holding clearances for the contractor crews.

PRC 1211, Steam - Moss Landing Grievance No. 24-133-86-6

This case concerns the POT distribution in the Operations Department at Moss Landing Power Plant for 1985. A grievance was previously filed concerning the POT distribution in 1983. As a result, the Company committed to 1) distinguish between relief assignments and POT assignments; and 2) more closely record all hours worked and refused.

The record notes that:

1. Seventy-five percent of the prearranged overtime worked was on Units 6 and 7 and that some employees were not qualified to work on these units;
2. Some employees were on light duty for varying periods;
3. Volunteer lists were used inconsistently;
4. Employees were not consistently charged for failing to volunteer;
5. Some employees have a "blanket red-8" arrangement which means they have a standing refusal and are charged whenever they are scheduled to work POT; and
6. There were insufficient volunteers for some assignments, and G.C. Paint and contractor employees were utilized.

The record also indicates that local discussions between the parties were taking place to effect an agreed-to administrative procedure for the distribution of POT. That agreement was executed December 30, 1986 and provides for separate sign-up lists for Units 1-5 and Units 6 and 7, as well as training.

PRC 1244, North Bay Grievance No. 4-1390-87-21

PRC 1244 alleges that Company has not complied with an earlier grievance settlement concerning the equitable distribution of POT in the Electric T&D

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Department, Santa Rosa. Grievance No. 4-1268-86-1 was resolved by the Local Investigating Committee on the following basis:

Prearranged overtime will be distributed on an equitable basis among employees in each classification within the Santa Rosa Electric T&D Department. If at the end of 1986, any employee has had less than 85% of the pre-arranged overtime opportunities of another employee in his/her same classification, then he/she will be compensated at the overtime rate (time and a half) for any hours less than 85% of the opportunities of the employee with the maximum number of hours.

If this situation exists, then the Local Investigating Committee shall reconvene in January, 1987 to determine the adjustment that may be forthcoming.

This case is being settled without prejudice and applies to the 1966 calendar year only. This case is thereby considered closed.

Several meetings were held in January 1987, and it was agreed that an equitable distribution of POT had occurred in the Electric T&D crew classifications. However, the parties could not agree about the distribution of POT in the Troubleman classification. Initially, Company disputed whether Troublemens were covered by the earlier grievance settlement noting that: Troublemens were not specifically discussed in resolving Grievance No. 86-1. Troubleman is a Service classification (Exhibit IV of the Agreement); does not normally work on a crew, and under OSDU became part of the Electric Service Department. The Union pointed out that Troubleman is shown in Title 600, Exhibit VI-L, Job Definitions and Lines of Progression and Exhibit X, Wages, under the Electric T&D Department.

Notwithstanding the lack of discussion of the Troubleman classification in the resolution of 86-1, the Pre-Review Committee is in agreement that the equitable distribution of prearranged overtime hours within the Troubleman classification should be reviewed within the context of Subsection 208.16(a), the discussion portion of this Decision, and the settlement of Grievance 86-1.

The Committee determined there was a significant spread in POT hours between the high man and the low man primarily caused by POT assignments to work with the crews performing either Lineman or Crew Foreman duties. During 1986, the Troublemens were allowed to sign up for POT every weekend, and any Troubleman who did sign up was utilized. Four of the six Troublemens were on ten days on/four days off schedules, making them only available for one-half of the weekends that the Monday-Friday Troublemens were available. The record further notes that three of the four 10/4 scheduled Troublemens chose not to work any POT on the crews during 1986, and they were not charged as the work performed was that of another classification.

PRC 1276, DCPD Grievance No. 22-125-86-1

This case concerns the 1985 distribution in the Operations Department at DCPD. A 1984 grievance was settled on the basis of Company's answer to rotate special assignments among employees. This case alleges that Company is

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not living up to the 1984 commitment. Company opined that the assignments were rotated as practicably as possible given the skills and abilities of the employees.

New Auxiliary Operators are initially in training for five months followed by three to seven months of additional training before they are considered fully qualified to stand watch. POT assignments are offered while Auxiliary Operators are in training; however, if they decline, they are not charged. Some Auxiliary Operators are not offered certain assignments because of their lack of qualifications for specific watches.

Most of the overtime was in conjunction with known in advance extensions of the day or swing shift schedules. Employees are rotated through the various schedules. Other scheduling considerations are the NRC regulations restricting the number of consecutive hours employees may work.

Discussion

The Pre-Review Committee discussed the provisions of Subsection 208.16(a) noting the 1984 amendment requiring Company to post POT accumulations monthly. Inherent to this requirement is Company's responsibility to keep accurate records.

The parties also discussed a number of factors to be considered in determining whether an equitable distribution of POT was made in a practicable manner. Such factors include availability (sick, vacation, working 212, compensation payroll, leave of absence, attendance at a training school away from the headquarters, working on a 202.17 or 202.21 assignment, etc.) of employees for POT overtime; whether the overtime was offered carte blanche; continuity of the job; qualifications and skills of employees; whether the classification imbalance was caused by temporary assignment out of classification and/or headquarters or by job siting. These considerations may explain and may or may not justify an out-of-balance situation. To this end, it is very important that adequate and accurate records be maintained.

The Pre-Review Committee incorporated the results of its discussions in the attached recommended guidelines.

Decision

The Pre-Review Committee discussed these cases at great length and the many issues surrounding the assignment of and practicable equalization of prearranged overtime. The Committee agreed to issue the attached "Recommended Prearranged Overtime Procedure". Individual headquarters may adopt these guidelines in total, in part, or develop their own administrative procedure, but all are strongly encouraged to reduce their procedures to writing. Whether administrative procedures are in writing or not, it is incumbent on Company to comply with the provisions of Subsection 208.16(a) concerning equal distribution. The Committee further agreed that where an imbalance cannot be justified, paying the aggrieved employee(s) is an appropriate remedy after the end of the accounting period, generally a calendar year, although this does not preclude other local settlements or agreements. To that end, the Pre-Review Committee remands these cases to the Local Investigating Committees to review the facts giving consideration to the foregoing discussion and resolve the grievances

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making equity (less than make whole) settlements where it is not possible to fully reconstruct the record, where appropriate. In those cases where the record is available and the imbalance cannot be justified, the aggrieved employee(s) should be paid, again, unless some other agreement is reached. The Pre-Review Committee retains jurisdiction in the event that local settlements cannot be reached. These cases are removed from the Pre-Review Committee agenda on the basis of the foregoing.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

RRD/RWS:rs

Attach.

RECOMMENDED PREARRANGED OVERTIME PROCEDURE

Section 208.16(a) of the Physical Agreement states, in part, "prearranged overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable." Outlined below is a procedure for the equal distribution of prearranged overtime that is recommended by the Pre-Review Committee.

1. Annual Sign-up:

During the month of December, volunteers may sign up by classification for prearranged overtime for the following year. On January 1 of each calendar year, accumulated overtime will be reduced to zero for all employees. This procedure will continue annually thereafter.

2. Posting of List:

Subsection 208.16(a) of the Physical Agreement states, in part, "The Company will post accumulative prearranged overtime worked or credited as worked for each person each month". Such list shall include a column for actual hours worked, hours credited and hours assigned. Hours assigned shall include:

- a) hours posted in a temporary classification per item 12, below; and
- b) hours worked and/or charged while working in a temporary classification or headquarters.

The list will be updated and posted at least on a monthly basis. However, it is recommended that such list be updated and posted on a weekly basis.

3. Balancing Within Schedules:

Employees who work schedules such as four day/ten hours or ten days on/four days off shall be combined with all other employees in the classification(s) at the headquarters for the purposes of equalizing prearranged overtime, unless by written agreement at the local level other provisions are established.

For example, employees who work a ten-day on/four-day off schedule shall balance with other employees in the same classification(s) at the headquarters who work a five-day on/two-day off schedule.

Similarly, employees who work a four-day/ten-hour Monday-Thursday schedule shall balance by classification(s) with employees who work a four-day/ten-hour Tuesday-Friday schedule.

4. Scheduling

First consideration for scheduling an employee to work prearranged overtime will be given to the senior qualified volunteer with the lowest number of total accumulated prearranged overtime hours (the combination of all hours actually worked, credited and assigned).

Section 208.12 states, in part: "...Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays." In keeping with the

spirit of this language, prearranged overtime assignments should be made as far in advance as is reasonably possible, but must be made on the day that the greatest possible number of employee/volunteers in the required classification(s) are at work. To do otherwise will potentially create an out-of-balance situation.

For example, at a headquarters where some employees work a four-day/ten-hour Monday-Thursday schedule and others work a four-day/ten-hour Tuesday-Friday schedule, prearranged overtime is to be assigned for the following Saturday. If the assignment is offered on Monday to only those at work, the Tuesday-Friday work group would be excluded. The same situation would occur if the assignment were made on Friday. Making the assignment on Tuesday, Wednesday or Thursday would make the greatest number of employees available.

There will be situations where for operational reasons it is not possible to make prearranged overtime assignments while the greatest possible number of volunteers in the necessary classification(s) are at work. In that situation, Company and Union have agreed that, during the workdays of Monday through Friday and during the regular work hours of the employee(s) being called, a supervisor will call at home those volunteers who have the least number of accumulated prearranged overtime hours and offer them the opportunity to work. Such call shall not be considered time worked and shall not result in the employee receiving pay. If the employee accepts such work assignment, it shall not be considered an emergency overtime callout pursuant to Subsection 208.2(c). If the employee is contacted but declines to work, such employee shall be credited with the number of hours worked by the employee who did work, in the same manner provided for in Item 5, below. If the employee is not contacted, such employee shall not be credited with the number of hours worked by the employee who did work.

5. Refusal of Overtime:

If an employee declines an opportunity to work prearranged overtime, or, after being scheduled to work prearranged overtime calls in sick, he/she will be credited with the number of hours actually worked by the employee who does work or the average number of hours worked by several employees, whichever is appropriate.

6. Removal from List:

A volunteer may remove his/her name from the list at any time. However, should such individual subsequently wish to be reinstated on the prearranged overtime list during the same calendar year, such employee shall initially be assigned one hour more than the maximum accrued in his/her classification. In other words, he/she would go to the bottom of the list.

7. New Employee on the List:

A new hire, a person coming back off of a leave of absence, or a person not previously volunteering for prearranged overtime during the current calendar year will initially be assigned one hour more than the maximum accrued in his/her classification. In other words, he/she will go to the bottom of the list.

8. Addition Due to Bidding, Etc.:

A person bidding into or demoted to a new classification and/or new headquarters will initially be assigned the mean accumulated hours for the new classification and/or headquarters. In other words, he/she would go to the middle of the list on the assumption that overtime had been equitably distributed at his/her previous headquarters. A person coming back off an extended sickness or from the compensation payroll (a period in excess of two weeks) will be assigned the mean accumulated hours worked in his/her classification during his/her absence and such hours will be added to his/her previous total of hours worked, charged and/or assigned.

9. Forced Prearranged Overtime:

In the event there are insufficient volunteers for a prearranged overtime assignment in the necessary classification(s), prior to requiring employees in the necessary classification(s) to work, such prearranged overtime assignment shall be offered to the qualified employee in the next lower classification who has the fewest number of prearranged overtime hours accumulated in the next lower classification. However, should that employee decline an offer to work prearranged overtime in the higher classification, such employee shall not be credited with the number of hours worked by another employee who does work.

Should a situation arise where there are no volunteers or the number of volunteers for prearranged overtime are insufficient for the work that must be performed, and no employees are available to be assigned on a temporary upgrade basis, Company shall assign the work to the employee(s) in the needed classification who has the least number of actual prearranged overtime worked, including both those employees who have signed the annual prearranged overtime list and those who have not signed the list. If a forced prearranged overtime situation is invoked, all employees in the needed classification(s) shall be charged with the number of hours worked by the employee(s) who did work, whether signed up on the annual prearranged overtime list or not.

In each such situation of forced prearranged overtime assignment, where more than one employee has the same number of actual prearranged overtime hours worked and one or more of these employees is to be required to work, the employee(s) with the least Service (as defined in Section 106.3 of the Agreement) shall be required to work. If an employee has been notified that he/she is to be required to work as provided for above and such employee can thereafter locate a volunteer in the necessary classification or a qualified employee in the next lower classification to work in his/her place, such employee shall be excused from working but will be charged with the hours worked by the employee who did work. The employee must notify the supervisor of the substitution not later than the end of regular work hours on the last work day preceding the prearranged overtime assignment.

10. Absence Due to Vacation, Sick, Etc.:

Subsection 208.16(b) provides that an employee scheduled to be on vacation or absent due to illness or injury shall not be scheduled to work prearranged overtime during the period of such absence. Each headquarters must establish a procedure to ensure that the person assigned responsibility for

making prearranged overtime assignments is aware of absences due to vacation or sick leave. However, should a supervisor offer a prearranged overtime assignment to an employee scheduled to be absent the workday prior to the overtime assignment, the employee should so inform the supervisor.

11. Temporary Upgrades Out of the Bargaining Unit:

An employee temporarily assigned to a classification that is out of the bargaining unit on a payroll change tag shall not be eligible to volunteer for or work prearranged overtime in a bargaining unit classification. While temporarily assigned to such non-bargaining unit classification, prearranged overtime hours actually worked or overtime hours offered to but declined by such employee shall be posted and/or credited to the employee in his/her base (bargaining unit) classification.

12. Temporary Upgrades Within the Bargaining Unit:

Payroll Change Tag Upgrades: An employee temporarily upgraded to a bargaining unit classification on a payroll change tag shall be eligible to volunteer for and work prearranged overtime in the temporary classification but may not volunteer to work in the base classification. Upon entry to the temporary classification, such employee shall be assigned the mean hours of overtime of the temporary classification. He/she shall thereafter be considered for prearranged overtime work and will have hours worked, credited or assigned accumulated in the temporary classification.

At the conclusion of the period of temporary upgrade, the employee may have accumulated prearranged overtime hours that are posted as hours worked, hours credited, and hours assigned. All hours accumulated and posted as assigned hours in the temporary classification should be eliminated upon such employee's return to his/her base classification. Those remaining hours, accumulated and posted as hours worked and/or hours charged in the temporary classification shall be transferred and posted in the assigned hours column in the employee's base classification.

Daily Timecard Upgrade: An employee temporarily upgraded to a bargaining unit classification on a daily time card basis shall be eligible to volunteer for and work prearranged overtime in his/her base classification but shall not be eligible to volunteer to work in the temporary classification, unless such hours are contiguous with the regular work hours, except as provided for in Item 9 - Forced Prearranged Overtime.

13. Temporary Headquarters:

An employee who temporarily report to a headquarters other than his/her regular headquarters shall have overtime worked or credited posted as hours assigned in his/her base classification at their regular headquarters. However, these provisions shall not apply to employees in Steam Generation Department traveling maintenance classifications, for whom other provisions apply.

14. Penalty Payments Are Not Overtime

Hours for which the overtime rate is paid in the following situations shall not be posted on the accumulated prearranged overtime list:

- a) first four days of a Section 202.17 schedule change;
- b) short change pursuant to Section 208.17;
- c) relief assignments for which a relief employee has not been off for 12 hours before reporting to the next shift, pursuant to Section 208.20;
- d) time paid in the 48-hour week for employees working a 12-hour shift schedule, pursuant to Letter Agreement 86-89, the generic 12-hour shift agreement;
- e) any other payment for time worked at the overtime rate where such payment is considered to be penalty payments.