



REVIEW COMMITTEE

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

Co's obligation to consider optimum use of OT or to upgrade ends after work is legitimately contracted



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

APR - 3 1992

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

**CASE CLOSED
LOGGED AND FILED**

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED APR - 1 1992

Russian River Division Grievance No. RW-SR-04-64-90-61-17
P-RC 1508

March 10, 1992

SHELLEY BROTT, Company Member
Russian River Division
Local Investigating Committee

LARRY PIERCE, Union Member
Russian River Division
Local Investigating Committee

Subject of the Grievance:

This case concerns whether the Company improperly assigned overtime work to a contract worker that could have been performed by an upgraded bargaining unit member.

Facts of the Case:

The grievant, a Fieldman, worked a full day on upgrade as an Equipment Operator. After expressing an interest in overtime, the grievant was told that he was not needed and was released at the end of the work day. Another crew worked overtime on a continuation of the workday to complete their project. That crew used the services of a contract backhoe operator during both the regular work day and the overtime period.

Discussion:

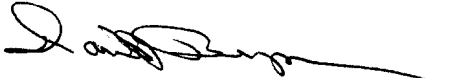
The Union noted, based on Letter Agreement 88-104, that the Company has an obligation to optimally assign overtime to bargaining unit employees before contracting work. In light of this fact, the Union argued that once the grievant became available for overtime work the Company had an obligation to reevaluate its continued use of the contract worker. The Union also expressed its belief that the Company's use of contract backhoe operators is not a legitimate contracting situation under P-RC 1637.

The Company maintained, based on P-RC 1116, that once work is legitimately contracted it has no obligation to use bargaining unit employees for any overtime that arises in conjunction with the contractor's work nor is there any obligation to use temporary upgrades.

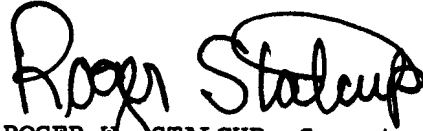
Settlement:

The Committee finds that the Company had no obligation to upgrade the grievant for the Equipment Operator work in question, including any ensuing overtime hours. No conclusions were reached regarding the other arguments presented.

The case is closed without adjustment.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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