



# REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
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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

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**CASE CLOSED  
LOGGED AND FILED**

**RECEIVED APR - 1 1992**

Diablo Division Grievance No. DIA-91-2  
P-RC 1533

March 10, 1992

BELINDA STERN, Company Member  
Diablo Division  
Local Investigating Committee

JOE VALENTINO, Union Member  
Diablo 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 a bargaining unit employee.

Facts of the Case:

Both PG&E and contract backhoe operators were doing trench work for a project that began on January 28, 1991. The decision to contract was not an issue in this case. PG&E Equipment Operators worked overtime on January 29 and 30. On January 31 and February 1, it became necessary to assign additional overtime because of time and weather constraints.

After reviewing the availability of PG&E employees, the supervisor made the decision to use the contract backhoe operators already working with PG&E crews for the overtime. The contract operators were given overtime as an extension of the work day in order to complete the work. PG&E employees assigned to other projects at other locations were available for overtime, but were not offered the overtime work in question.

Discussion:

The Union cited Letter Agreement 88-104 to advance its argument that the overtime was improperly assigned. Letter Agreement 88-104 requires the Company to provide optimal overtime to employees before contracting out work. Once bargaining unit members become available, the Union argued, the Company has an obligation to reevaluate its use of contractors for overtime work.

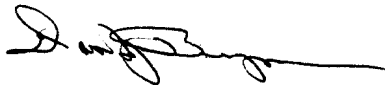
March 10, 1992

The Company based its position on P-RC 1116, which clarified Letter Agreement 88-104. That case found that once work is legitimately contracted, the Company has no obligation to consider bargaining unit employees for overtime work originating from the contractor's assignment.

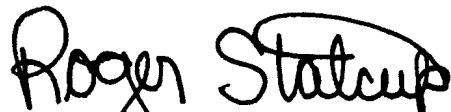
Decision:

In light of P-RC 1116, the Committee finds that the Company had no obligation to offer the overtime work in question to bargaining unit employees.

The case is closed without adjustment.



DAVID J. BERGMAN, Chairman  
Review Committee



ROGER W. STALCUP, Secretary  
Review Committee

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