



REVIEW COMMITTEE



IBEW

RECEIVED OCT 25 1996

PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
MAIL CODE P15B
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

**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
(510) 933-6060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

**Mission Division Grievance No. HAY-94-57
Fact Finding File No. 6138-95-155
Pre-Review Committee Case No. 2023**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

FRANCES WILDER
Company Member
Local Investigating Committee

LULA WASHINGTON
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the method for assigning shifts to employees who were consolidated into the Fremont Materials Facility from San Jose, Oakland, Daly City, and Stockton.

Facts of the Case

The consolidations occurred for the San Jose and Oakland employees in August and September 1993; for the Daly City and Stockton employees, the consolidation occurred in October and November 1994.

In September 1993, following the arrival of the employees consolidated from San Jose and Oakland, the Fremont Facility went from a one shift to a three shift operation. Although the LIC Report does not include specifics, the Pre-Review Committee is aware that the Fremont Facility had at one time been a three shift operation and had converted to a one shift operation. While functioning as a three shift operation, however, the parties had negotiated a local agreement establishing a procedure for filling shift vacancies, wherein employees at the headquarters were allowed to "bid" to vacancies on other shifts, based on "yard seniority". This agreement was signed by the parties on April 19, 1988.

In conjunction with the scheduled closure of the San Jose and Oakland facilities in September 1993, Company established additional vacancies in the various Materials Department classifications at the Fremont facility. With the exception of five employees, all other Materials Department employees from San Jose and Oakland submitted bids pursuant to Title 205 of the Agreement and were awarded vacancies on the single schedule that then existed at the Fremont facility. Very shortly after the arrival of the "consolidated" employees from San Jose and Oakland, Company reestablished a three shift operation at Fremont. The April 19, 1988 "yard seniority" agreement was utilized for the filling of shifts. Many of the employees were awarded the shift they bid for, but some employees were assigned to a shift other than the one of first preference.

Within 30 days of the establishment and filling of the three shift operation, three of the five Materials Department employees from San Jose and Oakland facilities who elected not to bid vacancies at Fremont were displaced into Fremont under the provisions of Title 206 of the Agreement. They were assigned to vacancies on the second and third shifts, notwithstanding their seniority. Additionally, the LIC Report indicates that a T&D Driver who displaced into the Fremont facility pursuant to Title 206 was assigned to a second shift vacancy. These placements were to the shifts that remained vacant following the utilization of the provisions of the local agreement.

Between October 20, 1994 and November 27, 1994, Company consolidated the Stockton and Daly City Materials Facilities into the Fremont facility. In this case, no positions were filled pursuant to Title 205. The twenty employees impacted by the closure of the Stockton and Daly City warehouses were displaced into the Fremont facility utilizing the provisions of Title 206. Company created vacancies on various shifts and assigned the displacing employees to the shift. The local agreement was not utilized, which gave rise to this grievance. Fifteen of the displacing employees were assigned to the first shift, four to the second shift and one to the third shift.

One Materialsman who previously was assigned to the first shift was "bumped" to the second shift. Seven other employees who were already assigned to the second shift were not given the opportunity to "bid" vacancies on the first shift.

The Materials Superintendent testified that historically, shift assignments have been made based on Company seniority when there is a consolidation of facilities. When there have been a few employees displaced into a facility, but not a consolidation, shift assignments are based on yard seniority. Union pointed out that in all prior instances where there was a consolidation of facilities, there was also a letter agreement between Company and Union and that in many if not most cases, the method of assigning employees to shifts at the "consolidated" facility were spelled out in the letter agreement. In the case at hand, no agreements were reached between the parties prior to the consolidation. In the opinion of the Union, without specific agreement to do otherwise, the local letter agreement prevails and employees at the headquarters must be given first shot at vacancies on other shifts before jobs are awarded pursuant to Title 205 or assigned pursuant to Title 206.

In the instant case, Company elected to utilize one method when employees displaced into Fremont during September 1993, and another method when a second group displaced into Fremont in October-November, 1994. Additionally, as each wave of employees came into Fremont, it appears from the record that all or at least many of the employees were reshuffled.

Discussion

The Pre-Review Committee notes that Section 202.15 of the Physical Labor Agreement allows for the establishment of schedules in Materials Department that have other than a Monday - Friday basic workweek and hours other than 8-4:30 or 5:00, however, it is silent with respect to how employees are to be assigned to the established schedules.

In reviewing the Title 202, Hours Clarification, in paragraph I.A.1, it states:

"Each employee has a regular schedule, that is, an employee in a classification has regularly scheduled hours of work and a regularly scheduled basic workweek within a regular scheduled workweek. The type of scheduling arrangement applicable to an employee is determined by the group in which his regular classification is assigned. all schedules, once established, are intended to be fixed but are subject to change under conditions specified in titles 202 and 208 of the Agreement and in this clarification. a plant or department schedule shall be planned to cover a twelve-month period and shall be subject to change only once in such period, except where the complement of the plant or department is changed. (THIS LIMITATION DOES NOT APPLY TO THE TRANSFER OF AN EMPLOYEE FROM ONE SCHEDULE TO ANOTHER. SEE II BELOW.)"

Paragraph II.A.1. states:

"Transfers from one regularly established schedule to another shall be made in such manner as to require the least practicable number of changes..."

Paragraph II.A.2. states:

"A change in an employee's assignment for one day or less is not considered as a transfer (Subsection 208.19(a)) and the applicable provisions of Title 208 (Overtime) shall apply."

As with the Labor Agreement, the Hours Clarification does not define the selection process for employee assignment to various schedules, but it does commit the Company to doing so in the least disruptive manner. The selection procedure is therefore left to local discretion and is an administrative procedure that should be defined, communicated, and consistently followed. In most locations, such assignments are made either on the basis of yard/facility seniority or Company seniority. In some places there is a sign-up procedure, the vacant shift is shopped around for volunteers. In the instant case, there is a local letter agreement that had not been canceled. It appears that at times, the provisions of this letter agreement were being adhered to, but not at all times.

DECISION

The Pre-Review Committee agrees that the local procedure should have been followed in the assignment of shifts at issue in this grievance. The Committee has been advised that six of the eight grievants who were bumped to or left on the second shift have subsequently bid to the first shift or bid out of the headquarters. One of the eight is on a temporary upgrade and working the third shift. The last individual is currently on a maternity leave of absence.

The Committee also agreed there was considerable confusion as to how employees should have been assigned to the various schedules. It is this confusion which is the justification for an equity settlement. The LIC is to compensate grievants Newton, Lerma, Takahashi, Nelson, Damele, and Harl at the half-time rate for one-half of the hours worked on the second shift which were outside the hours of the first shift from November 27, 1994, the first date on the second shift to the date they were placed on the first shift. Calculation should be based on wage rates in effect for the time period covered.

Grievant Fernandez is to be compensated for all hours worked on the second shift which were outside the first shift from November 27, 1994 until January 6, 1995, inclusive.

Grievant Wurzbach is no longer in the Materials Department line of progression. The PRC agrees to make no adjustment in his case.

In making these calculations, it should be noted that there were first shift schedules of 9:30 a.m. to 6 p.m.; 6 a.m. to 2:30 p.m.; and 7 a.m. to 3:30 p.m. The second shift was 2:30 p.m. to 11 p.m.

Documentation of these adjustments should be forwarded to the PRC for the file. On the basis of the foregoing, this case is considered closed.

Margaret A. Short

Margaret A. Short, Chairman
Review Committee

10/24/96

Date

Roger W. Stalcup

Roger W. Stalcup, Secretary
Review Committee

10/24/96

Date