



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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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
 BOB CHOATE, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

RECEIVED by LU 1245
 MAY 18, 2000

**CASE CLOSED
 FILED & LOGGED**

Sacramento Grievance No. SAC-97-05
 Fact Finding No. 7096-00-008
 Pre-Review Committee No. 11269

Linda Matthews
 Company Member
 Local Investigating Committee

Wayne Greer
 Union Member
 Local Investigating Committee

Subject of the Grievance

This grievance alleges an inequitable distribution of overtime for the Sacramento Call Center in calendar year 1996.

Facts of the Case

In December of 1996, a committee was convened by the Company to address a concern that the overtime was not accurately being tracked and offered at the Sacramento Call Center. An extensive audit was conducted. The committee determined that there was an imbalance in the overtime distribution. In January of 1997, a grievance was filed contending that the overtime in the Sacramento Call Center was not equally distributed to all employees for 1996.

Discussion

The PRC reviewed the committee findings at length. It is unclear from the record as to how the average was derived in certain classifications. For example, the committee determined that the average number of POT hours worked by the Customer Service Reps was 338.81 during 1996. There appears from the record that no CSR worked that many hours. There were nine employees who worked between 330 and 333.75 POT hours and 68 employees that worked between 123 and 328.50 POT hours.

In May of 1995 L/A R2-94-101 was executed to provide an administrative procedure to be utilized for assigning overtime and should result in equitable distribution of POT and EOT for the Call Centers. The PRC is in agreement that it is incumbent on the Company to comply with the provisions of Subsection 12.3(a) of the Clerical Agreement as to being responsible for the equal distribution of 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. The record is silent as to whether the overtime accumulations were being posted throughout the year and monitored by the parties or whether the administrative procedure of L/A R2-94-101 was being followed.

The issue referred to the PRC was whether in determining if an inequitable distribution occurred, the Company can reconstruct the record as to the availability of employees who fell below the average of POT overtime worked and the proper application of PRC 1456 as the remedy.

The Union opined that all employees who fall below the average should be paid up to the average based on the formula in PRC 1456 regardless of extenuating circumstances.

The Company opined that PRC 1456 is an appropriate remedy once it has been determined that the difference in hours worked by various employees cannot be explained by unavailability of the employee, charged hours, or other factors.

It was noted by the PRC that PRC 2094 & 2099, settled in 1998, originated from the Sacramento Call Center and also concerned the equitable distribution of overtime. In that case, the LIC attempted to reconstruct the record, which is still appropriate to do when reviewing whether or not overtime has been properly distributed.

Decision

The PRC is in agreement that PRC 1456 provides a remedy once it has been determined that a contractual violation has occurred. The Company has the right to reconstruct the accounting period to explain or justify any imbalance.

The PRC refers this case back to the LIC to review the record for accuracy and consider whether or not a violation occurred and resolve the issue.

In so doing, the LIC may want to review L/A 94-101 and PRC 1118 to determine factors to consider in reconstructing the record. The PRC recognizes that due to the age of this case, it may not be possible to adequately reconstruct the record to make an accurate determination. Therefore, the LIC is not foreclosed from reaching a settlement that does not require an extensive records review.

This case is considered removed from the PRC agenda. The LIC is to forward to the PRC documentation of any settlement reached. The PRC retains jurisdiction if the LIC is unable to resolve this grievance.

Margaret A. Short
Margaret A. Short, Chairman
Review Committee

5/10/00
Date

Bob Choate
Bob Choate, Secretary
Review Committee

5/17/00
Date

SACRAMENTO CALL CENTER
Grievance SAC-97-05
Unequitable Overtime Administration for 1996
SETTLEMENT

Reconvened LIC Thursday, July 20, 2000 at 9:30am

Attendees:

John Cuneo
Bernard Smallwood
Arlene Edwards
Camille Parola

Discussion:

Reviewed PRC 1456. Union questioned if the Company used the formula to calculate the differential pay. Company responded that yes the formula provided in PRC 1456 was used. The Union asked for a settlement proposal.

The Company proposed that employees be paid according to the June 29, 2000 documentation.

The Union stated that since the documentation could not clearly be rectified, it was impossible to show what actually occurred and therefore proposed an equity settlement and suggested that management identify an amount and divide it by the number of employees. They also allowed for other suggestions to be submitted.

Both parties entertained dollar figures and the Union suggested that each employee receive \$100 after tax. The Company indicated that would be a minimum of \$13,700 (plus taxes) and felt this was too high considering that the figure we should be paying is \$792 (based on June 29 documentation). The Union again indicated that the data can not be fully reconciled and therefore there is no guaranty that the figures are accurate.

Settlement:

The Company proposed to settle the grievance as long the Union agreed to keep the formula (PRC 1456) in place for all other grievances. The Union agreed.

The Company then proposed to pay a total of \$12,700 to all active Bargaining Unit employees. Since there are 127 active BU employees, each employee will receive a check for \$100. The Company declined to pay the taxes.

The Company and Union agreed to these terms and the case was settled.

The signatures listed below indicate concurrence to this settlement.

For the Union:

B.S. Smallwood 8/3/00
Bernard Smallwood Date

Union Business Representative
IBEW Local 1245

Arlene Edwards 8/31/00
Arlene Edwards Date

Union Shop Steward

For the Company:

J.C. 8/31/00
John Cuneo Date

Human Resources Advisor (Rotation)

Camille Parola 9/1/00
Camille Parola Date

Efficiency Operations Supervisor (Rotation)