208 -Optimum use of OT related to LA 88-104

212 -(same as above)

207.2 -Contracting BU Work

REVIEW COMMITTEE

AUG 2 2 1990

CASE CLOSED
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☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

88-104 COMMITTEE DECISIONS

Steam Grievance No. 24-94-85-65 (P-RC 1116)
Steam Grievance No. ML24-389-87-114 (P-RC 1264)
Steam Grievance No. ML24-374-87-99 (P-RC 1264)
East Bay Region Grievance No. R1-2733-87-171 (P-RC 1282)
Steam Grievance No. EB24-390-87-115 (P-RC 1284)
Santa Rosa Division Grievance No. RW-SR-04-64-88-73-15 (P-RC 1325)
Vallejo-Napa Division Grievance No. RW-VN-04-68-88-85-28 (P-RC 1335)
San Joaquin Valley Region Grievance No. SJ-25-88-163-27 (P-RC 1336)
San Joaquin Valley Region Grievance No. SJ-25-88-186-31 (P-RC 1337)
Los Padres Division Grievance No. MT-LOS-56-18-88-125-20 (P-RC 1348)
Mission Division Grievance No. EB-MI-36-92-88-73-17 (P-RC 1349)
Sacramento Valley Region Grievance No. SV-SV-06-88-000-06 (P-RC 1357)
Vaca Valley Division Grievance No. VV-90-06-88-000-09 (P-RC 1357)
North Bay Division Grievance No. RW-NB-04-62-88-79-9 (P-RC 1358)
Redwood Region Grievance No. RW-RW-04-RW-88-72-10 (P-RC 1372)
Corporate Center Grievance No. 22-592-88-6 (P-RC 1388)
Peninsula Division Grievance No. GG-PD-40-2-88-85-18 (P-RC 1393)
Yosemite Division Grievance No. SJ-YOS-78-25-89-113-15 (P-RC 1403)
San Joaquin Valley Region Grievance No. SJ-SJ-SJ-25-89-84-16 (P-RC 1404)
Santa Rosa Division Grievance No. RW-SR-04-64-88-89-19 (P-RC 1410)
Vallejo-Napa Division Grievance No. RW-VN-04-68-88-84-27 (P-RC 1410)

June 13, 1990

The above-referenced cases have been discussed by the committee established in Item No. 6 of Letter Agreement 88-104. The committee has combined the settlements of these cases into one document in order to provide a reference guide for application to future grievances pertaining to Letter Agreement 88-104.

Steam Generation Grievance No. 24-94-85-65 (P-RC 1116)

Facts of the Case

During an outage at Morro Bay Power Plant certain work, including a retubing project on No. 4-3 Unit feedwater heater, was contracted out. During the course of this assignment, the contractor employees worked extended hours (ten hour days, six days a week). During this same period, PG&E employees worked varying shifts of eight to ten hours with some other additional prearranged overtime. Union's grievance claimed that PG&E employees should have been utilized for the overtime work associated with the feedwater heater, but no issue was raised with the contracting on straight-time.

Decision

The Committee noted that Letter Agreement 88-104 provides that "Company shall only contract after all efforts are made to use qualified Company resources, including optimum use of voluntary overtime and consideration of General Construction personnel" (emphasis added). Once the overtime and General Construction considerations are made and the work is legitimately contracted, there is no further obligation to consider overtime or General Construction for that work. In the case at hand, the feedwater heater project could not be completed on overtime by PG&E crews during the outage, and the Joint Statement of Facts does not mention whether General Construction was contacted. When the work was contracted, it became the contractor's responsibility to accomplish the work and optimum overtime considerations no longer existed. The fact that contractor employees worked more overtime than PG&E employees is not a violation of Section 207.2 as interpreted by Letter Agreement 88-104. This case is settled without adjustment.

Steam Generation Grievance Nos. ML24-389-87-114 and ML24-374-87-99 (P-RC 1264)

Facts of the Cases

These cases arose during an outage at Moss Landing Power Plant in late 1987. In the first case, a problem was discovered on a Sunday with a boiler feed pump on another unit in the plant. In considering the use of overtime by PG&E employees to perform the work, the supervisor checked the emergency overtime sign-up list. At the time, three employees were signed up on the list and two of them had already been called in to work on another job. The supervisor was concerned that calling in PG&E employees to work on the boiler feed pump would adversely affect the scheduled outage on the other unit and elected instead to contract the job to General Electric. General Electric brought in four millwrights (mechanics) and worked two shifts on the job. The grievance was filed by the PG&E employee who had signed up on the emergency overtime list but was not called.

The second grievance concerned specific work that was contracted on the above job. That is, the use of contract crane operators for work associated with the boiler feed pump turbines. As stated earlier, the work was contracted to General Electric. G.E. was responsible for selecting and supervising their own employees, including those using the crane. The Union grieved claiming that PG&E Helpers should have been upgraded to perform the crane operation portion of the contracted job.

Decision

In the first case, the Committee notes that the contracted work in question required a four-person crew, and only one PG&E employee was left on the 212 list. Under those circumstances, where the job was contracted and an insufficient number of employees volunteered for overtime via the contractual method available to them (in this case the 212 list), Company has met its optimum use of voluntary overtime obligation. Regarding the second case, the Committee is in agreement that Letter Agreement 88-104 does not obligate the Company to upgrade employees prior to contracting work. On the basis of the above, these cases are closed without adjustment.

East Bay Region Grievance No. R1-2733-87-171 (P-RC 1282)

Facts of the Case

This grievance concerns insulator washing on PG&E lines performed by Southern California Edison for eight days. In October of 1987, East Bay Region experienced numerous problems with relay trips on the 230 and 115Kv lines coming out of Pittsburg Substation. Several crews from throughout the Region were put together to wash and change insulators. In addition, Southern California Edison offered assistance under the mutual aid pact since they had a new type of wash rig that was much more productive than those PG&E had at the time. Assistance from General Construction was not solicited because they do not have wash rigs.

Decision

The Committee is in agreement that the facts of this specific case do not demonstrate a violation of the intent of Letter Agreement 88-104. This was an emergency situation where special equipment was available via another utility. Further, within the Region, some equipment was broken down or unavailable because it was in use in a Division. Other crews used to wash insulators did not want to work overtime. This case is closed without adjustment or prejudice to any future cases.

Steam Grievance No. EB24-390-87-115 (P-RC 1284)

Facts of the Case

On December 10, 1987, a problem occurred on an air preheater. A PG&E crew worked on the problem and found that a bearing had malfunctioned. After the problem was located, supervision decided to contract the repair work on the bearing. As a result, the PG&E crew was sent home at 5:00 p.m. and immediately replaced by a contract crew that was on site. The contract crew worked until 11:30 p.m. when another problem was found and they were released until the following morning when the job was completed. The decision to contract the job was based on a belief that the contractor could accomplish the task on an expedited basis and, therefore, this method was more cost effective.

Decision

The Committee is in agreement that Company was in violation of the Agreement in this case. Optimum use of voluntary overtime did not occur before the contracting of the work since a PG&E crew was available and willing to perform the work. Accordingly, the PG&E crew is entitled to be paid as if they had worked until 11:30 p.m. (6-1/2 hours). On this basis, this case is considered closed.

Santa Rosa Division Grievance No. RW-SR-04-64-88-73-15 (P-RC 1325)
North Bay Division Grievance No. RW-NB-04-62-88-79-9 (P-RC 1358)

Facts of the Cases

These cases concern the lay off of temporary additional employees hired for peak work load. All of the T/A's worked almost six months and were laid off approximately a month and a half after the execution of Letter Agreement 88-104. It was the Company's position that temporary additional employees were not intended to be included in the September 1, 1988 count since they were not part of the Company's regular work force.

Decision

The Committee agrees that the only exclusion under No. 2.b. of Letter Agreement 88-104 was for summer hires. Therefore, temporary additional employees are covered under No. 2.b. of the letter agreement. The Committee is not in a position to resolve these grievances because the joint statements of facts are missing some crucial information. Namely, whether contracting was occurring in the department and headquarters at the time of the lay offs; what the current number of employees is in the department and headquarters; and, whether the system number in the department has increased. The Local Investigating Committees are requested to re-examine the cases in light of the above and attempt to reach resolution. The 88-104 Committee retains jurisdiction in the event the Local Investigating Committees are unable to reach resolution.

Vallejo-Napa Division Grievance No. RW-VN-04-68-88-85-28 (P-RC 1335)
Santa Rosa Division Grievance No. RW-SR-04-64-88-89-19 (P-RC 1410)
Vallejo-Napa Division Grievance No. RW-VN-04-68-88-84-27 (P-RC 1410)

Facts of the Cases

The issue in these grievances concerns reductions in the number of employees in Gas Service Departments in Redwood Region. On November 1, 1988, in Santa Rosa Division, four Gas Servicemen were demoted to Reserve Gas Serviceman for lack of work. As a result, one Reserve Gas Serviceman was displaced to another Division and two Reserve Gas Servicemen were demoted to Gas Helper. As a further result, two Gas Helpers were displaced to another Division.

In Vallejo-Napa Division on November 21, 1988, a Reserve Gas Serviceman in Vallejo was demoted to Gas Helper for lack of work. This resulted in the lay off of a Gas Helper in that headquarters.

There was no dispute that the number of employees in Gas Service was reduced by these demotions and displacements. The disagreement concerned whether gas service work was being contracted, not at the affected headquarters, but in other headquarters in the system. The Union contended that contractors in Golden Gate Region were performing work on gas meter sets. Specifically, installing manifolds and configuring four outlet and below meter sets. As a result, the number of positions system wide in the Gas Service department should not have been reduced.

Decision

The contracted work in question in Golden Gate Region is not work "normally performed" by the Gas Service Department. It is normally Gas T&D work. Therefore, the provisions of 2.b. of Letter Agreement 88-104 were not violated by the Gas Service Department reductions.

The displacements and lay off that occurred in the Gas T&D Department were, also, not a violation of the agreement. The Title 206 activity that occurs in a department that is not contracting may spill over into a department that is contracting without increasing the number of employees in the contracting department. In the cases at hand, the number of employees in Gas T&D must not be reduced by the Title 206 activity in the Gas Service Department, but specific employees can be affected.

These cases are closed without adjustment.

San Joaquin Valley Region Grievance No. SJ-25-88-163-27 (P-RC 1336)

Facts of the Case

The Fresno Materials Department contracts materials delivery on an as-needed basis. On October 17 and 18, 1988, contract haulers were utilized for ten and eight hours respectively. The supervisor learned at approximately 6:30 a.m. on both of those days that contract assistance would be needed and the assignment to the contractor was made at approximately 7:00 a.m. Notification to the contractor that their services will be needed on any given day must be made by approximately 7:30 a.m., or there is the possibility that the contractor will have accepted other work and be unavailable. The grievant, a third shift Leadman Driver, indicated that he would have worked overtime on both of the above days if it had been offered to him. The supervisor stated that the overtime was not offered to the grievant because he was not back in the yard from his previous night's deliveries at the time the assignment was made to the contractor.

Decision

The Committee is in agreement that in order to comply with the optimum use of voluntary overtime provision of Letter Agreement 88-104, the Fresno Materials Department should establish a procedure by which the third shift Leadman Driver(s) contact supervision to indicate an interest in working overtime. As a suggestion, the Leadman Driver(s) could call in at a specified time to see whether additional work exists. The call could either be made via a radio in the truck, if there is one, or from a telephone. The supervisor would have sufficient time to contract the additional work if that was still necessary.

This case is remanded to the Local Investigating Committee to establish such a procedure and to re-examine the case to determine whether any liability exists. If it is determined that the truck the grievant was driving on the nights in question had a radio, the Committee believes that he should have been contacted to determine his availability for overtime. On this basis, this case is considered closed. The Committee retains jurisdiction of the case if the Local Investigating Committee is unable to reach resolution.

San Joaquin Valley Region Grievance No. SJ-25-88-186-31 (P-RC 1337)

Facts of the Case

In June of 1988, the Fresno warehouse hired three temporary additional Materialsmen to help catch up on a backlog of salvage work that was created as a result of a one-time special project changing over to WMS. The temporary additional employees were released on December 2, 1988. During the time they were employed, the Materials Department employees had the opportunity to work "lots of overtime." The Union contended that the reduction in the number of Materials Department employees following the implementation of Letter Agreement 88-104 violated the agreement.

Decision

The Committee noted the specific nature of this project and agreed that had the Fresno Materials Department known Letter Agreement 88-104 was imminent, they would in all likelihood either not hired the temporary additional employees at all, or hired them through an agency while remaining in compliance with Review Committee Decision No. 1637. The Committee has earlier agreed that temporary additional employees are not excluded under Letter Agreement 88-104. However, given the circumstances present in this specific case, the Committee is in agreement that the grievance is closed without adjustment.

Los Padres Division Grievance No. MT-LOS-56-18-88-125-20 (P-RC 1348)

Facts of the Case

In November of 1988, the San Luis Obispo Garage invoked Title 206 with a Parts Clerk and Garageman. The Union complained in its grievance that the department was contracting work while reducing the work force in violation of Letter Agreement 88-104. The work being contracted included tire changing, fixing flats, balancing, turning brake drums, wheel alignments, paint jobs, and some engine overhauls. According to the Company, much of the work has been historically contracted because the garage does not have equipment available to accomplish the work.

Decision

Letter Agreement 88-104 is applicable to the contracting of work "normally performed" by the bargaining unit. The agreement does not apply to work which cannot be performed due to a lack of knowledge, skill, equipment, or tools. In this grievance, it is unclear whether this is the case with the work being contracted. Therefore, the Local Investigating Committee is directed to determine whether the contracted work is work that is normally performed by Garage Department employees, and whether it is work the Garage employees are capable of performing. If that answer is affirmative, the Garage Department will be required to cease that contracting and/or fill the appropriate number of positions to perform the work previously contracted. This Committee retains jurisdiction in the event the Local Investigating Committee is unable to resolve the grievance.

Mission Division Grievance No. EB-MI-36-92-88-73-17 (P-RC 1349)

Facts of the Case

In 1988, the Livermore Gas T&D Department had a practice of working all employees who signed up for prearranged overtime on a ten-hour work schedule. During the week of September 19, 1988, one of the crews signed up for the overtime schedule. However, the Crew Foreman was unavailable for work on one of the evenings during the week. As a result, the overtime was cancelled for the week for that crew. The record is unclear why the entire week's overtime was cancelled instead of just the day the Crew Foreman was unavailable. During the week in question, there were a number of contract jobs in progress, and three General Construction Gas crews were working out of the Livermore Service Center. The contract jobs were established contracts that were not awarded the week of September 19.

Decision

The Committee is in agreement that the cancellation of the prearranged overtime in this case is not a violation. As stated in an earlier decision, once a contractor is on the property fulfilling a "hard money" contract, optimum use of voluntary overtime has already been considered. The cancellation of overtime in this case did not result in additional work being contracted.

Sacramento Valley Region Grievance No. SV-SV-06-88-000-06 and
Vaca Valley Division Grievance No. VV-90-06-88-000-09 (P-RC 1357)

Facts of the Cases

These cases concern the contracting of A-1 vehicle inspections allegedly without considering the optimum use of voluntary overtime. In both cases, the work in question had not previously been performed on overtime as a practice. The work was contracted for economic reasons and to prevent a backlog. The cost per vehicle when contracted was less than if the work was performed in-house or on straight-time.

Decision

The Committee agreed that the use of voluntary overtime to accomplish the work as required by Letter Agreement 88-104 apparently was not considered. Therefore, the agreement was violated. In reaching this decision, the Committee is not concluding that this work must be performed on overtime. In fact, that has not been the practice. Rather, prior to contracting such work, optimum use of voluntary overtime must occur.

Company will cease and desist from contracting the work in question without the optimum use of voluntary overtime. On this basis the case is considered closed.

Redwood Region Grievance No. RW-RW-04-RW-88-72-10 (P-RC 1372)

Facts of the Case

On October 31, 1988, three Telecommunications Technicians from different headquarters in Redwood Region were relocated to Santa Rosa, joining four other Telecommunications Technicians already headquartered there. At issue was whether the movement of the employees from the San Rafael and Vallejo headquarters violated the provisions of Letter Agreement 88-104 because some telecommunications work had been contracted in the months before the relocation. The contract was for the installation of twenty mobile radios and the work took place on August 28, 1988, in Vallejo and September 4, 1988, in San Rafael.

Decision

Based on the fact that telecommunication work in the affected headquarters was not being contracted at the time of the relocation, and no reduction in the number of telecommunications employees occurred, the Committee is in agreement that there was no violation of the agreement and the case is closed without adjustment.

Corporate Center Grievance No. 22-592-88-6 (P-RC 1388)

Facts of the Case

This grievance was filed by Telecommunications Technicians at Diablo Canyon Power Plant over the Company's alleged failure to consider optimum use of voluntary overtime before contracting work during the Unit 2 refueling outage in late 1988. Three agency employees were utilized to perform telecommunications work from September 19, 1988 to December 8, 1988. It appears from the record that the Outage Manager requested that Telecommunications Technicians be on site twenty hours a day, six days a week during the outage. The Telecommunications Technicians suggested to supervision that they work a 6-10 schedule. This was rejected and the agency employees were brought on. It is unclear what schedule the agency employees worked. The Telecommunications Technicians did work a significant amount of overtime during this period, ranging from between nine to nineteen hours per man each week.

Decision

The Committee noted in its discussion that 6-10 schedules at Diablo Canyon Power Plant during refueling outages are very common. Given the coverage requested of the Telecommunications Department during the outage, it appears to the Committee that a 6-10 schedule, as volunteered for by the Telecommunications Technicians, would have been the optimum use of voluntary overtime necessary to satisfy the provisions of Letter Agreement 88-104 prior to contracting out work. While this schedule probably would not have eliminated the need for any contract employees, it would, in all likelihood, have reduced the number needed.

The Local Investigating Committee is directed to re-examine the case to determine the additional overtime hours that would have been worked by those Telecommunications Technicians who volunteered to work a 6-10 schedule during the period the agency telecommunications employees were on the property. Those employees will then be paid for the additional overtime hours. This Committee retains jurisdiction in the event the Local Investigating Committee is unable to resolve the grievance.

Peninsula Division Grievance No. GG-PD-40-2-88-85-18 (P-RC 1393)

Facts of the Case

The issue in this case concerned the contracting of work in the Belmont Electric T&D Department allegedly without the optimum use of voluntary overtime. The contractors are performing pole replacement work on an as-needed basis. According to one of the grievants, overtime is offered some weeks and not others. The General Foreman's testimony indicates that no journeymen or hot apprentices have been turned down for prearranged overtime and in some cases an insufficient number have volunteered.

Decision

The paucity of facts in the Joint Statement leaves the Committee unable to resolve this case. The Local Investigating Committee is directed to reconvene and answer the following questions: Is prearranged overtime offered prior to contracting the pole replacement work? If prearranged overtime is offered, are there limitations to the amount of volunteers solicited? If so, what are the limitations? Are all volunteers used if a crew or crews can be established from the list of volunteers?

As general guidance, the Committee believes that since the pole replacement work does not appear to be a "hard money" contract, voluntary overtime should first be considered before contracting if a crew or crews can be made up from the volunteers. This Committee retains jurisdiction if the Local Investigating Committee is unable to resolve the grievance.

Yosemite Division Grievance No. SJ-YOS-78-25-89-113-5 (P-RC 1403)

Facts of the Case

Certain underground work was assigned to General Construction due to the size of the job. Prior to the assignment, prearranged overtime in the Gas T&D Department averaged 80 hours per month. During the assignment, prearranged overtime increased to an average of 186 hours per month. In order to accomplish the work, General Construction hired six contract employees for assistance. General Construction and the contractors started work on June 12, 1989. Due to budget constraints, prearranged overtime for the Merced Gas T&D Department was cut off on July 28, 1989. As a further result of the budget constraints, General Construction and the contractors were released on August 10, 1989 without having finished their work. The grievance claimed that Company was obligated to continue to offer overtime to Merced employees when General Construction was contracting work out in the headquarters.

Decision

The record is unclear on the question of whether the contractor employees were supplementing General Construction or working on their own job as assigned by General Construction. It is also not known whether the contractor employees were working overtime during the period between July 28, and August 10, 1989. These issues may have a bearing on the disposition of the case and the Local Investigating Committee is requested to determine the answers. As a point of discussion, the 88-104 Committee notes the conclusions in earlier decisions on voluntary overtime obligations once work has already been contracted. Also, the short period between the cancellation of Merced employees' overtime and the dismissal of General Construction and its contractors. The Local Investigating Committee should weigh these factors and the answers to the above questions and attempt to resolve the grievance. This Committee will retain jurisdiction in the event the Local Investigating Committee is unable to reach resolution.

San Joaquin Valley Region Grievance No. SJ-SJ-SJ-25-89-84-16 (P-RC 1404)

Facts of the Case

The grievant was hired as a Materialsman on March 1, 1989 to assist in catching up on a backlog of work that existed. He was kept on to assist in the annual inventory and was released on May 26, 1989. The grievance was filed as a result of the lay off. Between May 30 and June 16, 1989, five summer hires reported and worked until approximately August 31, 1989. On September 6, 1989, the grievant was rehired to work on a special project and was released on November 27, 1989. At the time of the lay off on May 26, 1989, the department was contracting Leadman Driver work.

Decision

The Committee has already agreed that temporary additional employees are not excluded from the provisions of Letter Agreement 88-104 (with the exception of summer hires). As long as work in the department and headquarters is being contracted, the size of the bargaining unit in the department and headquarters shall not be reduced. Therefore, the department's failure to maintain the increased compliment of bargaining unit employees was a violation of the agreement and they are directed to fill an additional Materials position. On this basis, the case is considered closed.

DAVID J. BERGMAN, Company Member
88-104 Committee

DARREL MITCHELL, Union Member
88-104 Committee

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