



REVIEW COMMITTEE

IBEW



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INTERNATIONAL BROTHERHOOD OF
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ROBIN WIX, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 23028 Gas Operations – Field Services – San Rafael

Joe Brennan
Company Member
Local Investigating Committee

Ralph Kenyon
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the Company's denial to pay bypass pay to an Operating Clerk at the San Rafael headquarters for two prearranged overtime assignments during a storm event.

Facts of the Case

During a storm event in February, the Company prearranged several Operating Clerks to work the storm room and the OEC in San Rafael over a three day period, February 6, 7, and 8, 2015. The grievant works in the Field Services Department at the San Rafael headquarters and has had storm room training.

The grievant submitted timecards for bypass pay for prearranged overtime assignments worked by Operating Clerks who are headquartered outside of the San Rafael Service territory. The timecards reflected 8.5 hours of bypass pay and 2 in-lieu meals for Friday February 6th, and 7 hours of bypass pay and 2 in-lieu meals for Saturday, February 7, 2015.

The grievant was not prearranged to work overtime on Friday, February 6th following her regularly scheduled work shift ending at 3:30 p.m. She worked prearranged overtime on Saturday and Sunday from 6:00 a.m. to 7:00 p.m. in the storm room. Clerks from headquarters outside of the San Rafael service territory worked pre-arranged overtime Friday from 3:30 p.m. to 7:00 a.m. on Saturday, and again at 6:00 p.m. Saturday to 7:00 a.m. on Sunday.

The Company used out of area clerical support due to the large scale event and scheduled all the clerks in rotating shifts to ensure ongoing twenty-four hour coverage.

Discussion

The Union argued that the Company violated Letter Agreement 85-61 (Arb 120) by not allowing the grievant to work until she was too tired, until the supervisor observed her to be too tired, or until the work was completed. The Union further argued that the grievant was not offered overtime on Friday following her regularly scheduled shift however out of area clerks worked the OEC and storm room. The grievant should have been offered a prearranged shift on Friday. The Union argued that paying bypass pay to the grievant is appropriate in this case because the overtime belongs to the clerks at the San Rafael headquarters and there is no ability to equalize the hours worked by the clerks from other headquarters at the end of the year.

The Company argued that there was no violation of Arb 120. The prearranged overtime assignments were scheduled in 13 hour rotating shifts for the duration of the storm event with the exception of Friday where the clerk's worked a 15.5 hour prearranged overtime assignment. The purpose of scheduling the prearranged overtime rotating shifts was to ensure adequate clerical coverage during the entire storm event.

The Company cited PRC 2170 where no violation was found when crews were scheduled in 8 hour rotating shifts during a storm event. The Committee in that case concluded:

- Company has the right to manage the business, to plan and direct the work of its employees. During major emergencies Company has the right to utilize additional employees from other areas including General Construction and to make non-traditional work assignments.
- The duration of overtime assignments is not guaranteed. However, the principles of Arbitration 120, PRC 2182, and Letter Agreement 85-61 are to be followed.

The Company further argued that PRC 2182 found no violation as other employees (replacement employees) were not called-out to replace the relieved employees. In the immediate case, additional clerks were not called-out to replace the grievant at the conclusion of her pre-arranged overtime assignment. Additionally, the clerical contract provides for equalization of all overtime, emergency and prearranged, at the end of the accounting period and only then is bypass pay the appropriate remedy in accordance with Section 12.3 Equal Distribution.

Decision

The Committee agreed that the provisions of Section 12.3 provide for the remedy to pay clerical employees when overtime for the accounting period cannot be equalized at the end of the year, but also agreed that equalization of a storm room is not possible as the hours worked by the out of area clerks are not documented on the headquarters overtime equalization list. The Committee also agreed that, in this immediate case, the grievant should have been provided an opportunity to work overtime on Friday, February 6, 2015.

The Union Committee members opined that the grievant should have first rights to work the Friday prearranged overtime assignment following her regular shift before out of area clerks were utilized, working until 7:00 a.m. Saturday, a total of 24 hours straight. The Company Committee members opined that the grievant should have been offered to work at a minimum until 7:00 p.m. Friday evening in accordance with the defined rotation schedule.

After much discussion, the Committee agreed to a one time equity settlement specific to this case and without prejudice or precedence to either party's position, allowing the grievant to work a prearranged overtime assignment equal to 8.5 hours at the 1.5x rate of pay during 2016. The overtime will not be recorded as hours worked or charged for overtime equalization purposes during

the 2016 accounting period. If the grievant declines any of the offered overtime hours, those hours shall be considered as declined and will be considered as part of the equity settlement. The Committee agreed to close this case without adjustment and without prejudice or precedence. This case is closed based on the foregoing.

For the Company:

Rod Williams
Tanya Moniz-Witten
Chris Zenner

For the Union:

Robert Mohler
Karen Russell
Andrew West

Robin Wix 8/24/16
Robin Wix, Chairman Date
Review Committee

Kit Stice 8/24/16
Kit Stice, Secretary Date
Review Committee