



REVIEW COMMITTEE



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INTERNATIONAL BROTHERHOOD OF
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CLAIRE IANDOLI, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 23540 (Electric Operations) – (M&C) – (Santa Cruz)

Yvonne Bradley
Company Member
Local Investigating Committee

Casey Salkauskas
Union Member
Local Investigating Committee

Subject of the Grievance

This case involves whether or not notice of an overtime assignment was provided before a "preceding work period" under Section 208.12 of the Physical Agreement.

Facts of the Case

The Santa Cruz Electric M&C crews were working a multi-day storm event that began on 1/4/16. On 1/4/16, the Grievant and others on the crew worked their regular work hours (7:00-3:30 p.m.) and then worked from 11:30 p.m.-6:30 a.m. into 1/5/16.¹

At 5:30 a.m. on Tuesday, 1/5/16, their Supervisor advised the crew to return to work for another POT assignment beginning at 16:30 (4:30 p.m.) that same day. As the crew had worked the preceding evening, the crew observed their rest period between 7:00 a.m. and 3:30 p.m. on that day as well.

The employees who worked the assignment on 1/5 from 16:30-23:00 claimed double time which was subsequently denied by their Supervisor.

Section 208.12 provides in pertinent part, "When at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond the employee's regular hours, such employee shall be paid overtime compensation only for travel time from the employee's home and for actual work time up to the employee's regular

¹ The hours in this decision reflect only Grievant Brunelle's hours. Other crew members may have worked different hours.

work hours unless the provisions of Section 208.11 are applicable...**For purpose of this Section prearranged work is deemed to be work for which advance notice has been given by the end of the employee's preceding work period on a workday.**" (Emphasis added).

Section 202.1 provides in pertinent part, "A workweek is defined to consist of seven consecutive calendar days, and a **basis work week is defined to consist of five workdays of eight hours each. The days in the basic workweek shall be known as workdays...**" (Emphasis added.)

Discussion

It is undisputed that the employees' normal work hours are 7:00 am.-3:30 p.m. The notice of the POT assignment was given at 5:30 a.m. while the employees were working but, outside of the employees' normal working hours.

There are several cases which have been advanced by the parties as being applicable:

The Union relies on Review Committee Decision 1333 which held, "...that employees, having been dismissed to take their rest periods without further instructions at the time to report back, were entitled to overtime for actual time spent in traveling and time worked." The Committee agreed that employees in this case were working when they received notice of the POT assignment; therefore, they were not on their rest period as in RC 1333. As such, RC 1333 is not dispositive of the issue.

Additionally, Union asserts RC 1064 is applicable, which found that Grievant had been prearranged to work overtime starting at 11:00 a.m. the next day. Early in the morning, Grievants were called by their Supervisor to report for work as early as possible. The Review Committee found, "reporting was merely accelerated and the prearranged over time continued as it had been scheduled." Similarly, the Committee agreed that RC 1064 is inapplicable in this case, because Grievants were still working when the POT notice was given. They had not yet been sent home.

The Company relies on PRC Case No. 1536 which held, "When there is an intervening workday between when the notice is given and the POT assignment, a violation does not occur if the notification is given outside of the employee's regular work hours, but when the employee is working."

The question in this case is whether Grievants received advanced notice under Section 208.12 of a POT assignment, by the end of the preceding work period on a work day, and whether the work period from 07:00- 15:30 a.m. (7:00 a.m.- 3:30 p.m.) constitutes an "intervening workday" under PRC 1536.

Decision

The Committee finds that Grievants did receive advance notice under Section 208.12 of a POT assignment by the end of the "preceding work period" on a work day (albeit outside of the employees' normal work hours.) The Committee also finds there was an intervening "work day" pursuant to PRC 1536 because employees were in fact getting paid by the Company to rest on their regularly scheduled work day (Tuesday) during the basic work week of Monday through

Friday. Furthermore, it is the intent of the parties to provide as much advance notice as possible to allow employees the opportunity for uninterrupted rest and to plan accordingly.

The Committee agreed to make an equity settlement of the difference between the 1 ½ hours rate already received by the Grievants versus the double time rate.

Claire Ieri 8.16.17

Claire Iandoli, Chairperson Date
Review Committee

Kit Stice 8-16-17

Kit Stice, Secretary Date
Review Committee