

201.1; 208.1: System Operators will be paid equitably for OT and meal reimbursement who traveled to and from a Co. sponsored training in Los Baños from their regular Bakersfield headquarters



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

REVIEW COMMITTEE

RECEIVED by LU 1245
OCT. 14, 2002

**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
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

Pre-Review Committee No. 12812 Distribution Operations – ECCO – Bakersfield

Idalina Calhoun
Company Member
Local Investigating Committee

Mike Grill
Union Member
Local Investigating Committee

Subject of the Grievance

This grievance seeks overtime and meal reimbursement for two grievants who traveled to and from a Company sponsored training in Los Banos from their regular headquarters in Bakersfield.

Facts of the Case

The grievants are System Operators who work a 12-hour schedule. On Thursday, June 7, 2001 one grievant's work schedule was 0630 to 1830; it was the other grievant's regular day off (RDO). Instead, they arranged to meet at the Bakersfield Service Center at 0400 to travel to the training, which began at 0700. The training concluded about 1300. The distance is approximately 180 miles, one-way. The grievants actually arrived at the training about 0730, left the training at 1330, and arrived back in Bakersfield about 1745. Lunch was provided at the training location. They were told by the supervisor to prepare a breakfast.

The grievant, who was scheduled to work, was paid 14 hours of straight time:

- 7 hours travel time
- 6 hours for the training class
- 1 hour of work upon return to Bakersfield

The grievant, who had a scheduled RDO, was paid:

- 8 hours travel time at straight rate (above + 1 hour round trip between home and Los Banos)
- 6 hours at time and one-half for the training class

No meals were paid. No receipts were submitted. These employees normally provide two meals when working their regular 12-hour schedule.

Advance notice for this mandated ECCP Safety training was given on April 25 and May 30. There was communication between the supervisor and the employees regarding the use of a Company vehicle for transportation, a gas card, and directions. The supervisor told the employees to prepare a breakfast. There was no discussion about rate of pay or lodging.

Discussion

Union believes the employees should have been provided travel and lodging the day before the scheduled training, as the training location was not within a commutable distance (30 miles or 45 minutes) from their regular headquarters. Traveling 360 miles (round trip) in addition to 6 hours of classroom training on one day is excessive.

Union cited Paragraph F of the Hours Clarification and indicated the employees' work hours should have been rescheduled for the training.

Company responded that Section 201.7 is controlling in this situation. The employees went to a temporary headquarters for training and returned on the same day. There is no limiting language in the contract as to how far Company may send employees on temporary assignment. The only guidance is found in Section 201.1 in that employees who are sent on temporary assignments that make it "impracticable for them to return" to their regular headquarters or their regular place of abode shall be entitled to actual expenses. The contract contemplates that there will be discussion between employees and supervisors prior to temporary assignments to work out the details.

As to the Hours Clarification, Paragraph F contemplates situations of more than one day of training necessitating a schedule change. Further, Paragraph IIA2, PROCEDURE AND APPLICABLE RATES OF PAY WHEN EMPLOYEES ARE TRANSFERRED ONE SCHEDULE TO ANOTHER 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."

After reviewing all applicable contract sections, including those in Title 104 and PRC 1630, the parties agree the grievants were appropriately paid. However, the PRC believes this assignment stretches the flexibility allowed under the contract. The record does not address whether a discussion about an overnight stay occurred. If the employees had declined such an offer, this grievance would clearly be without merit. Either the employees or the supervisor could have initiated such a discussion, however, the supervisor has the responsibility for making clear to employees what expenses will be covered before the assignment.

The record indicates that these training classes are scheduled throughout the year. Perhaps it was unavoidable, but some of the issues that led to this grievance (including the differential wage treatment of the grievants) could have been avoided if the one grievant had been scheduled to attend the training on a regularly scheduled workday rather than a day off. It is appropriate to pay straight time on a non-workday for travel to training. For example, a class begins on Monday morning and employees travel to the training location on a Sunday.

Decision

Based on the circumstances of this case, the PRC is in agreement that lodging would have been warranted had it been discussed. The PRC agrees to an equity settlement in this case. The grievants are to receive half time for two hours + \$15.00 in-lieu meal payment on the basis that more than four hours elapsed between the lunch meal and release from work.

This case is closed with the above adjustment and without prejudice.

Margaret Short

Margaret A. Short, Chairman
Review Committee

10/14/02
Date

Sam Tamimi

Sam Tamimi, Secretary
Review Committee

10-14-02
Date