

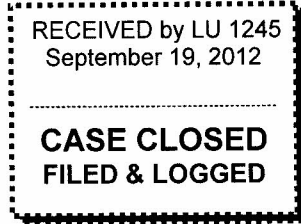


## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CA 94177  
(650) 598-7567

DOUG VEADER, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

F.E. (ED) DWYER Jr, SECRETARY

### Pre-Review Committee Number 20673 Electric Operations – Electric T&D - Auberry

Monica Oakes  
Company Member  
Local Investigating Committee

Mike Grill  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the use of a Fresno Electric T&D late crew (9:30 a.m. to 6:00 p.m. schedule) to perform work in the Auberry service territory.

#### Facts of the Case

A Fresno late crew was dispatched at 3:45 p.m. to respond to a bad transformer in the Auberry service territory. The crew arrived on site at 5:00 p.m. and completed the work at 8:30 p.m. At the time the Fresno crew was dispatched, the Auberry crew had been dismissed from their regular 7:00 a.m. to 3:30 p.m. shift. The Auberry employees had signed the Title 212 emergency overtime list.

#### Discussion

The question in this grievance is whether the Company was obligated to call out the Auberry crew on overtime rather than utilize the Fresno crew. The issue of working employees from one headquarters in the service territory of another headquarters is not new to the grievance procedure. Numerous grievance decisions have held that the assignment of employees during their regular work hours to work in another service territory is not a violation of the Labor Agreement.

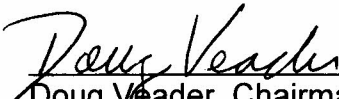
The parties have also addressed the issue of assigning employees during their regular work hours to work in another service territory when it falls outside regular work hours of the employees in the other service territory. In P-RC 112 and again in P-RC 614, it was agreed that such assignments are not a violation of the agreement. There is no requirement to offer overtime when the work can be assigned to an employee from another headquarters who is working their regular shift.

In regard to the assignment of overtime, the parties agreed in P-RC 1351 that when assigning overtime, the employees at the headquarters which supports that service territory should be given the opportunity to the overtime before offering it to employees at another headquarters. There are exceptions to this such as when the employees have not signed the overtime list, or as noted in Review Committee 10642 & 10464, when the response time would be quicker by using the employees from another headquarters. In this particular case it was determined that the response time would have been approximately the same.

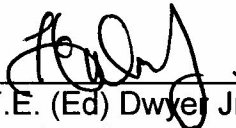
The assignment was made during the regular work hours of the Fresno crew. Additionally, some of the overtime associated with the job was related to travel and meal time. If it is expected that the assignment will result in overtime, excluding travel time and meal time for the out of area crew, then consideration should be given to utilizing the 212 list in the appropriate headquarters.

Decision

The Committee agrees there was no violation of the Agreement and closes this case without adjustment.

  
\_\_\_\_\_  
Doug Veader, Chairman  
Review Committee

9/18/12  
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Date

  
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F.E. (Ed) Dwyer Jr, Secretary  
Review Committee

9/18/2012  
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Date