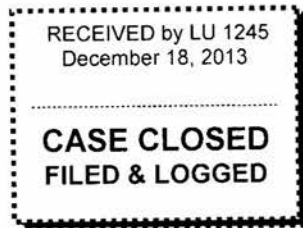




REVIEW COMMITTEE



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



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

DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F. E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 21227 Energy Supply – New Generation – Antioch

Brenda Legge
Company Member
Local Investigating Committee

Lou Mennel
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the work schedule of Power Plant Technicians at the Gateway Generating Station.

Facts of the Case

The Power Plant Technicians work a five week schedule which includes 12 hour days for the first four weeks and a 4-10 schedule for the fifth week. During the first four weeks, they are assigned to the Control Room. On the fifth week, they are either in training or assigned to perform maintenance work with the maintenance employees, who work a 9/80 schedule.

According to the LIC Report, this schedule has been in place since 2011. The Business Representative conducted a vote of the employees, and agreed to the schedule with the Labor Specialist, but there is no letter agreement. Originally the fifth week was utilized primarily for employees to qualify on skill blocks, and as employees became qualified, to perform maintenance work. When the 10 hours schedule was implemented, it provided for 10 consecutive hours with no unpaid lunch period. At some time before the filing of this grievance, the Company changed the schedule to 10 hours with a 30 minute unpaid lunch period.

Discussion

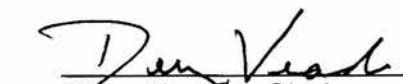
The Company argued that the parties entered into negotiations and reached agreement to work a 10 hour day on the fifth week. Although the parties did not enter into a written agreement, the parties did enter into an agreement never the less. The remedy should be to either return employees to their 8 hour schedule for the fifth week, unless the parties choose to enter into a Letter of Agreement for an alternate schedule.

The Union responded that it did not have a concern over the original schedule as implemented and the parties should have reduced the agreement to writing.. The Union argues however that once the Company unilaterally changed the schedule from a straight 10 to 10 hours with a 30 minute unpaid lunch period, the agreement was in effect cancelled. From that point on, the Company was in violation of the agreement.

The Company responded that it agrees with the Union that once the 10 hour schedule was unilaterally modified by the Company, the 10 hour agreement was cancelled. As such, the Company will be returning the employees to an 8 hour schedule (with 30 minute unpaid lunch) to come into compliance. The Union indicated that it is interested in having discussions regarding entering into an agreement for a 10 hour schedule.

Decision

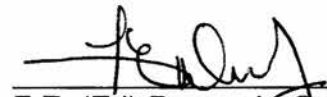
The Committee agrees that since the employees were working a schedule which was not negotiated or provided for in the agreement, an equity settlement is in order. The Committee agrees that the employees will be paid the equivalent of 30 minutes straight time for each day that they worked on the 10 hour schedule going back 30 days prior to the filing of the grievance.



Doug Veader, Chairman
Review Committee

12/17/13

Date



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

12/17/13

Date