



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
375 N. WIGET LANE, SUITE 130  
WALNUT CREEK, CA 94598  
(530) 246-6430

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

ROBIN WIX, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

### Pre-Review Committee Number 21980 Gas Operations – Field Services – Vacaville

Marlene Brock  
Company Member  
Local Investigating Committee

Lloyd Cargo  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns Company scheduling less than 8 hour pre-arranged overtime assignments to backfill for absent employees during a regularly scheduled shift.

#### Facts of the Case

The grievant is a Gas Service Representative assigned to the Vacaville yard with 24 hour/7 days per week coverage. His regular schedule is Sunday – Thursday 1600-Midnight.

The grievant signed up to work pre-arranged overtime (POT), on four separate occasions, to backfill a vacant GSR shift prior to his regular shift. Each assignment was for 7.5 hours. On January 6, 2013 grievant worked POT from 0830-1600, continuing to work into his regularly scheduled shift. On January 14<sup>th</sup>, 23<sup>rd</sup>, and 24<sup>th</sup> grievant was scheduled for POT from 0800-1530 and then worked his regular shift 1600-Midnight. In addition, he worked two separate pre-arranged overtime assignments of 7 hours each on Martin Luther King Holiday, January 21, 2013.

#### Discussion

The Union stated that assigning overtime to backfill a regularly scheduled vacant shift for less than the entire shift is a violation of Arb. 120 and L/A 85-61 wherein it states "*The Company will not send an employee home for the purpose of circumventing a rest period or increased overtime penalties.*" The Union opined the Company was scheduling the POT assignments for 7.5 hours in order that the grievant would not earn a rest period or be paid at the double-time rate for working his regular shift. This is especially true for the assignments which were scheduled to end 30 minutes before the start of the regular shift.

The Union further argued that while the Company has the right to not fill a vacant shift, once the decision to fill the shift is made the entire shift must be filled. The shift may be filled in a number of ways (such as assigning one employee or splitting the shift), but the entire shift must be filled. The

Union pointed to the Title 202 Hours Clarification, Utilization of Relief Shift Employees, Section C, Replacing an Absent Employee to support this position.

The Company responded that GSRs are Service employees and are not subject to the Title 202 Clarification for Shift employees. Furthermore, there is no governing language that requires the Company to fill an entire vacant shift. Absence any such language, the Company has the option to fill an entire shift or partially fill the shift in various ways, including splitting the shift between two employees.

In regard to the Union's concern that the 7.5 hour assignment circumvented a rest period, the Company pointed out that LA 85-61 states the Company will not "send" employees home for purposes of circumventing the rest period. While the 7.5 hour assignments may have been structured to avoid a rest period, the employees were not "sent" home, as they simply completed the assignment which they volunteered to work.

Decision

The Committee could not reach agreement over whether it was a violation of the agreement to partially fill a vacant Service employee's shift. The Committee did agree that when a shift is filled in its entirety, the Company may fill it with one person or split the shift among employees. The Committee could also not reach agreement over whether the provisions of LA 85-61 were violated.

The Committee learned that the practice of filling vacant shifts in 7.5 hour increments has been discontinued. As this practice is no longer ongoing, the Committee agreed to close this case with an equity settlement made without precedence or prejudice to the positions of the parties. For the days the employee reported 30 minutes after the start of the vacant shift and worked into his regular shift (January 6) and on the day the employee worked the Martin Luther King Holiday (January 21), there will be no adjustment. For the days that the employee's overtime assignment was scheduled to end 30 minutes before the start of his regular shift (January 14, 23, and 24), the grievant will receive the equivalent of 4.5 hours of straight time pay.

Robin Wix 3/26/14  
Robin Wix, Chairman                      Date  
Review Committee

F.E. (Ed) Dwyer Jr. 3/26/2014  
F.E. (Ed) Dwyer Jr, Secretary                      Date  
Review Committee