



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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ROBIN WIX, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 22135 Shared Services – Fleet Department – Oakland

Marcus Mitchell
Company Member
Local Investigating Committee

Al Fortier
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the pay treatment of Fleet Department employee(s) when their regular work schedule was changed for one day to attend training.

Facts of the Case

The grievant is a Garage Sub-Foreman with over 13 years of service. Grievant's regular work schedule is 1400 to 2230, Monday through Friday with an option to start at 12 noon on Fridays.

On May 15, 2013, Grievant and other Garage Sub-Foreman attended a Transportation Services 2013 Sub-Foreman's Forum at the UC Davis Conference Center. The purpose of the Forum was to have Garage Sub-Foremen go over situations and training related to their assigned job duties, including new computer software used by Fleet Department employees.

Grievant was notified about the Forum three weeks in advance and was told that he had the option to attend the meeting and return to finish out his regular work shift, or change his schedule for the day and attend only the Forum. Grievant chose to change his schedule and was paid straight time for attending the Forum. Additionally, grievant was allowed to leave work early the day prior as he had to travel to UC Davis for the Forum the following morning.

Discussion

Union argued that changing an employee's schedule for one day or less is not a temporary change in schedule but is an overtime assignment and should have been paid in accordance with Title 208.1(e) of the Agreement at the appropriate overtime rate. The Union further argued, while attending training classes for less than one week and the Company does not wish to pay overtime they have the option to change the employee's entire workweek to the day shift. Union contends the Forum was not formal training and therefore Section II F does not apply.

Company argued that Section II F of the Hours clarification does apply as the purpose of the Forum was to provide training applicable to garage employee's job duties. Company pointed out that during the LIC the grievant did not dispute that he received training on the day of Forum, however he did dispute that the training was not "technical" training related to fixing vehicles. Company stated that approximately 20% of garage employee's time is spent on the computer and training related to these assigned job duties qualifies under the provisions of Section II F wherein it states that *"An employee may be scheduled to attend training classes for periods of less than one-week increments without the payment of overtime, provided that the employee is given at least seven days' notice..."*.

While reviewing the facts it was noted by the Committee that the grievant agreed to the schedule change three weeks in advance.

Decision


This case is considered closed without adjustment and without precedence or prejudice to the parties' positions.




Robin Wix, Chairman
Review Committee



Date



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



Date