



REVIEW COMMITTEE

IBEW



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

KIT STICE, SECRETARY

Review Committee Number 23337 Electric – Distribution Control Center – Fresno

Deborah Harper
Company Member
Local Investigating Committee

Jim Brager
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether the Company violated the provisions of Letter Agreement 93-98-PGE, the 12 hour alternate work schedule agreement, when it filled a vacant shift at the Fresno Electric Distribution Control Center.

Facts of the Case

When filling vacant 12 hour shifts, the Fresno Distribution Control Center utilizes the call-out sequence as outlined in Letter Agreement 93-98-PGE which states:

17. FILLING VACANT POSITIONS

- (a) If the Company elects to fill a vacant position at any location that does not have relief shift employees or relief shift employees are not available, other than by reassignment on the watch or the utilization of adjacent watch personnel, the following sequence shall be utilized:
- (1) Call in the shift employee who is on his/her "long change" and has signed the voluntary sign-up list, if applicable, (the operator who will be called is the operator who has the most days off on his non-workdays).
 - (2) Call in the shift employee who is on his/her "long change" (the operator who will be called is the operator who has the most days off on his non-workdays).
 - (3) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and is scheduled to return to work on the same shift that is vacant.
 - (4) Call in the shift employee on his/her non-workdays who is scheduled to return to work on the same shift that is vacant.
 - (5) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and previously worked the same shift that is vacant.

- (6) Call in the shift employee on his/her non-workdays who previously worked the same shift that is vacant.
- (7) Assign the employee who worked the previous shift while attempting the call- out of another employee.

On Sunday, August 9, 2015, an operator called in sick for his 6:30 a.m. to 6:30 p.m. shift. There was no one available under #1 & #2 of the call-out procedure. The grievant was the only operator signed on the emergency call-out list in accordance with #3, however he had "signed-off" for Friday, Saturday and Sunday, indicating that he would not be available for emergency call-outs during these days. Because he had made himself unavailable under #3 by signing-off the emergency call-out list for Sunday, the Company did not call him for the overtime assignment under #4. The company did attempt to contact four other operators in accordance with the #4 call-out procedure, none of which responded. The Company filled the assignment by extending overtime to an operator who had worked the previous shift in accordance with #7.

Discussion

The Union argued that the Company did not appropriately fill the vacant shift as required in LA 93-98-PGE because the grievant was not called in accordance with #4. The Union argued that the Company was obligated to call the grievant under #4 of the call-out sequence even though he had signed-off the emergency call-out list. The Union further argued that the grievant excluded his availability for the three days on the emergency call-out list as he had personal commitments that precluded him from definitively being available for the entire call-out period, however had the grievant been called, he could have determined if he was available for the vacant Sunday shift. The Union noted that employees use the sign-off procedure for the emergency call-out list when they cannot commit to being readily available for the entire call-out period, merely to protect themselves from being dinged for declining a call-out.

The Company argued that there was no violation of LA 93-98-PGE. The Company followed the appropriate call-out sequence as described in the letter agreement. The grievant made himself unavailable under #3 of the call-out procedure and therefore the Company's obligation to contact the grievant for the vacant shift ended at that point in the call-out sequence. The Company further argued that the intent of an emergency list is for employees to commit to being available for emergency call-out, and if they cannot commit for a portion of the emergency call-out period, they have the option to sign-off and the Company has no contractual obligation to call them for emergency overtime during the specified period. The grievant signed-off for the entire day on Sunday and therefore the Company had no obligation to call the grievant. To state otherwise would be in opposition of the intent of the sign-off process.

Decision

The Committee agreed the facts provided in this case are insufficient to establish whether or not a violation occurred. This case is closed without adjustment and without prejudice or precedence.

For the Company:

Rod Williams
Tanya Moniz-Witten
Chris Zenner

Robin Wix 3/23/16
Robin Wix, Chairman Date
Review Committee

For the Union:

Robert Mohler
Karen Russell
Andrew West

Kit Stice 3/23/16
Kit Stice, Secretary Date
Review Committee