



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
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MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

RECEIVED by LU 1245  
AUG. 9, 2001

**CASE CLOSED  
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(925) 933-6060  
SALIM A. TAMIMI, SECRETARY

### Pre-Review Committee No. 11666

Donna Rodella  
Company Member  
Local Investigating Committee

Roy Runnings  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns electric service work performed in the Garberville area on overtime by a Gas Service Representative (GSR) who is headquartered in Eureka. The question is whether or not the Troublemens headquartered in Garberville had a right to the overtime work.

#### Facts of the Case

There are two Troublemens headquartered in Garberville, an all-electric area, but no GSRs. The GSR in this case travels to the Garberville vicinity approximately one day per week to perform work during his regular work hours. On 4-12-00, the GSR worked a schedule involving 13 service type jobs (changes of party, turn-ons and shut-offs) during straight time, and continued into overtime to complete the schedule for the day, performing one electric shut-off and one electric turn-on after his regular work hours. He worked one hour and 15 minutes on overtime, with additional travel time back to Eureka of approximately one hour.

#### Discussion

The Committee acknowledged that Review Committee decision no. 1832 allows GSRs to perform work in all-electric areas and agreed that the work performed in this case is within the scope of the negotiated GSR job definition.

What is at issue is any work performed on overtime that is common to both the GSR and Troubleman classifications. Union members opined that, as in P-RC 1351, when the GSR is working common duties in the territory established for Troublemens at the Garberville headquarters, any overtime should rightfully go to the Troubleman who is on call. Union contends that since the Troublemens are required to live in that community and be on call for work that occurs within that territory, they should be

performing any work on overtime. Union members opined that since the GSR knew well before quitting time that he would have two more jobs to complete on overtime, he should have contacted someone to transfer the work to the Garberville Troubleman who was on call that day.

Company members argued that P-RC 1351 deals with the Substation Maintenance department within its own department and as such, 208 and 212 rights belong to employees headquartered where the overtime occurs. In the case at hand, the GSR's territory includes Garberville as part of his regular assignment, so this *is* his regular territory. In the Humboldt County area, the bulk of the service work is assigned to GSRs or Meter Technicians so as to increase the availability of Troublemens. There is only enough of the service type work for approximately one day per week in the Garberville area, so it is covered by a GSR headquartered in Eureka. As with all GSRs, the work is scheduled in advance, including appointments with customers, and is routed to maximize efficiency and ensure that customer commitments are met. Occasionally that work goes into overtime as a continuation of the workday. It would not make good business sense, nor is it contractually required, to transfer the scheduled work over to a Troubleman.

It is apparent to the PRC that given the current organizational structure, the overtime question raised by this case will occur with regularity in the future.

Given that, the PRC believes that the best remedy to the situation would be one worked out by the parties in the Eureka and Garberville headquarters. They know best the pattern and volume of work.

To that end, this case is returned to the LIC with the recommendation that a small committee be established to work out an agreed upon practical local administrative procedure for the performance of electric service work in Garberville.

- that the work should be performed by the qualified person who can respond first on straight time or failing that, the fastest or within the scheduled customer window.
- generally overtime is worked by headquarters serving the location where the work arises.
- where the work is a common duty any appropriate classification may perform the work.
- the Troublemens have on-call responsibility built into their schedule and are thereby committing to making themselves readily available for overtime assignments.
- there is overlap in schedules of the Troublemens and the GSR's
- the need to have the Troublemens available to perform electric work beyond the capability of the GSR

- recognition of the distance the GSR must travel to return home or to his headquarters
- most of the work is scheduled and not emergency
- continuation of the workday overtime is paid at 1 ½ times and call-outs at 2 x.
- all work in excess of 12 hours is paid at the double time rate.

Decision

The Pre-Review Committee is removing this case from its agenda. The LIC is requested to send a copy of any settlement to the PRC for the file. Should the Local Investigating Committee be unable to resolve the case within a reasonable period (90 days), the PRC will retain jurisdiction.

Margaret A. Short  
Margaret A. Short, Chairman  
Review Committee

8/8/01  
Date

Sam A. Tamimi  
Sam Tamimi, Secretary  
Review Committee

Aug. 8-2001  
Date

Grievance No. 11666

RECEIVED by LU 1245  
Mar. 25, 2002

**CASE CLOSED  
FILED & LOGGED**

The Pre-Review Committee returned this grievance to the LIC to work out a local administrative procedure for the performance of electric service work in Garberville. The agreement reached by Company and Union is outlined below.

The LIC Committee agrees to continue to utilize a GSR to complete electric service work in Garberville on a restricted service location basis (currently scheduled on Wednesdays). The T&D Supervisor and the G&E Service Supervisor will continue to work together in order to meet customer expectations. All parties recognize that the amount of service work dispatched for a day is based on average job completion times, and there are those occasions where difficulties may arise on some service requests that will cause a subsequent extension of the workday for the employee who was assigned the work at the start of the shift. This extension of the workday would be limited to 1 hour (exclusive of travel time) for Gas Service Representatives. There may also be cases where it becomes necessary to dispatch emergency or same-day response work to either a Troubleman or a Gas Service Representative during regular work hours in order to ensure that the Company responds within the timeframe required. After hours, Troublemens will be first responders to complete and part out service orders. Although the Company will first attempt to obtain Troublemens as volunteers for these overtime assignments, the Company maintains the right to require employees to respond to these service orders in a timely manner. All sections of Titles 208 and 212 of the Physical Agreement will apply accordingly.

Based on the above agreement, this case is closed.

Donna Rodella  
Donna Rodella, Sr. HR Advisor

concur/dissent

3/20/02  
Date

Richard Cowart  
Rich Cowart, Business Rep

concur/dissent

03/20/02  
Date