

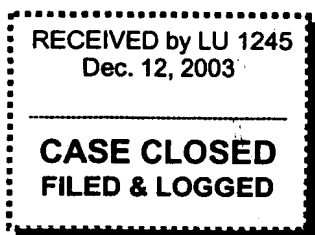


PACIFIC GAS AND ELECTRIC COMPANY  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4123

MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

## REVIEW COMMITTEE



**IBEW**



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
SALIM A. TAMIMI, SECRETARY

*205.3; 208.20: No bypass pay owed to the grievant when both parties agree that the Relief Agmt. is applicable when the Co. decides to fill the remainder of shift (using Rel. Svc. Ope.) that is vacated during the shift.*

### Pre-Review Committee No. 14365 Gas Dispatch – Sacramento

Fred Clark  
Company Member  
Local Investigating Committee

Darryl Norris  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether the Company was required to follow the Utilization of Relief Service Operators Clarification and the Hours of Relief Service Operators Clarification (Relief Agreement) when a Service Operator went home sick during his shift. The Company did not believe the Relief Agreement applied since the need was for less than an entire work period. The Company considered it an overtime assignment and used the call out list, calling out a Service Operator.

#### Facts of the Case

On Saturday, May 24, 2003, a Service Operator assigned to work from 10:00 a.m. – 8:00 p.m. became ill during his shift. He worked from 10:00 a.m. until approximately 1:00 p.m. and then went home. The Company utilized the overtime list and called out the Service Operator with the least overtime to fill the remaining shift. The Union grieved on behalf of a Relief Service Operator who was on his Regular Day Off (RDO).

#### Discussion

The P-RC Committee reviewed Section 205.3 of the Physical Labor Agreement and the Relief Agreement. The Committee agreed that Relief Service Operators have first priority when replacing an absent employee for a work period. There is no argument that had the Service Operator called in sick before his shift and the Company decided to fill his shift, available Relief Service Operators would be considered before Service Operators. The issue in this grievance is whether this same preference applies when filling a partial work period.

The Company pointed out that the Relief Agreement is a clarification of the language in Section 208.20. The Relief Agreement was written for use in providing relief for a work period. Section 208.20 and the Relief Clarification define a work period as "any eight hour shift or extension thereof". If the Company is filling a partial work period (as in this grievance) then it is considered and paid as an overtime assignment and the Relief Agreement is not applicable. "Work period" is referred to over 25 times in the clarification. "Partial work

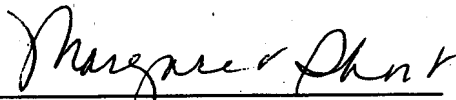
period" in never mentioned. The Company also pointed out that this same issue had been grieved three years earlier at this same headquarters. The parties agreed at Fact Finding that since the shift was vacated during the shift, the Relief Agreement was not applicable and therefore Relief Service Operators did not have preference for the assignment.

The Union argued that the intent of the language is to give preference to Relief Service Operators when filling in for absent employees. The Relief Agreement's reference to "work period" is generic and not intended to imply applicability to full work periods, but not partial work periods.

Given that the Relief Agreement language does not specifically address the situation at hand, the Committee conducted a survey of the supervisors throughout the Company. With the exception of the headquarters involved, all respondents indicated that they would call out a Relief Service Operator before going to the overtime list when an employee goes home sick during a shift.

#### Decision

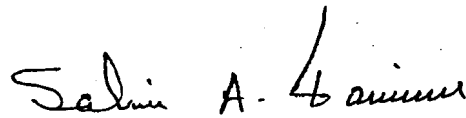
The Committee agrees that the Relief Agreement is applicable when the Company decides to fill the remainder of shift that is vacated during the shift. As such, available Relief Service Operators should be considered before Service Operators. There will be no bypass pay in this case as local supervision was following the procedure that the parties had previously agreed to.



Margaret A. Short, Chairman  
Review Committee

12/11/03

Date



Sam Tamimi, Secretary  
Review Committee

12-11-03

Date