



REVIEW COMMITTEE

IBEW



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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(707) 452-2700

ROBIN WIX, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F. E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 21774 Gas Operations – Gas Control – San Francisco

Claire landoli
Company Member
Local Investigating Committee

Debbie Mazzanti
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether a work assignment for a Relief Gas System Operator was an assignment under the Relief Agreement or an emergency overtime assignment.

Facts of the Case

A Relief Gas System Operator was notified on Friday August 18, 2013 she was assigned to relieve for three different System Operators the following week, Wednesday August 22nd through Friday August 24th, 12 hour schedules.

On Monday, August 20th, Grievant was contacted by her supervisor and advised that she was needed to come into work Tuesday, August 21st, to fill behind a System Operator who had called in sick. Grievant was paid straight-time for the Tuesday shift.

Discussion

Union argued that the Grievant was already committed to relieve for System Operators the following week, and therefore was not available as a Relief for the Tuesday shift in accordance with the Title 202 Relief Agreement, Section C, Subparagraph 4(a)(4):

- a. An employee in the appropriate Relief shift classification and headquarters as that of the absent shift employee shall be assigned to relieve him if such Relief shift employee is available. Such Relief shift employee shall be considered available any hour of the day and on any day of the week unless:
 - (4) he is already committed to the extended (one week or more) relief of another shift employee or employees,

Union further argued that the Grievant should have been paid at the EOT double-time rate for the Tuesday assignment because she was required to come to work a day earlier than her posted schedule.

The Company argued that the Grievant was not committed to an extended (one week or more) relief of another shift employee(s) as she had not begun working the relief assignment at the time she was notified by her supervisor to report to work on Tuesday, and therefore she was available as a Relief, and therefore the grievant was appropriately paid at the straight-time rate.

Decision

The Committee agreed that the Grievant had not started working the first assigned relief shift for that week and therefore was available to be reassigned in accordance with the Relief Agreement. Further, if the Relief had started the assignment for the first Operator they would not be available for relief until the last Operator assignment had ended. This case is closed without adjustment.

Robin Wix 6/2/14
Robin Wix, Chairman Date
Review Committee

F.E. (Ed) Dwyer Jr. 6/2/14
F.E. (Ed) Dwyer Jr, Secretary Date
Review Committee