



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
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ROBIN WIX, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

### **Pre-Review Committee Number 22366 & 22472 Electric Operations – Restoration & Control – Chico/Red Bluff**

Robin Wix  
Company Member  
Local Investigating Committee

Kit Stice  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

These cases concern Troublemens, who were #1 on the local overtime rotation schedule, being sent home from an overtime assignment while other Troublemens were allowed to continue to work the overtime assignment.

#### Facts of the Cases

##### Grievance 22366:

In anticipation of a storm event in the Chico headquarters service territory, grievant and three other Troublemens were pre-arranged to work overtime on December 7, 2013 starting at midnight with an open-ended quitting time based on storm restoration needs.

The Grievant was released Saturday morning from the overtime assignment while the other Troublemens were allowed to continue working. The Grievant was not replaced by another Troublemens. The Grievant returned to work Saturday evening for a separate pre-arranged overtime (POT) assignment.

There is a Local Letter Agreement in Chico which provides for a rotating call-out schedule EOT/POT in which the #1 Troublemens is the first called out for emergency assignments and has first right to all scheduled POT assignments during the #1 rotation period. The past practice has been to release the #1 Troublemens last from overtime assignments where more than one Troublemens is working, when practical.

##### Grievance 22472:

In anticipation of a storm event in the Red Bluff headquarters service territory, three Troublemens were pre-arranged to work overtime between Friday and Saturday, February 7 and 8, 2013. The Grievant

was the #1 Troubleman on the EOT/POT rotation and was released Saturday morning while the #4 Troubleman was allowed to continue the storm overtime assignment.

While there was not an established Local Letter Agreement, the Troublemens in Red Bluff have a long standing practice of utilizing a rotating call-out schedule for EOT/POT in which the #1 Troubleman is the first called out for emergency assignments and has first right to all scheduled POT assignments during the #1 rotation period. The past practice has been to release the #1 Troubleman last from overtime assignments where more than one Troubleman is working, when practical.

Discussion

The Union argued the Company violated Arbitration No. 120 by sending the grievants home without observing objective behavior that would demonstrate their inability to continue working the overtime assignment. The Union further argued that the Local Letter Agreement and practice for overtime rotation at both headquarters was not followed and the overtime rotation is the method used to ensure appropriate emergency call-outs and equalization of pre-arranged overtime at the respective headquarters.

The Company pointed out that in Arbitration No. 120, a violation of the agreement was found where employees were released from an overtime assignment and replaced. This position is further supported by PRC 2182 *"However, in no case was there any other employee (replacement employees) called out to continue working the storm damage repair work outside of the regular work hours."* Furthermore, PRC 2170 established that the length of overtime assignments is not guaranteed *"The duration of overtime assignments is not guaranteed."* In the immediate cases, the grievants were not replaced by calling in other Troublemens and therefore no violation occurred.

Decision

The Pre Review Committee could not reach agreement as to whether or not a violation of Arbitration No. 120 occurred in these specific cases, however determined that the Local Letter Agreement and practices for assigning emergency and pre-arranged overtime may be pertinent to the settlement of these specific cases. The Committee is remanding these cases back to the Local Investigating Committees for review of the local practices and resolution. If the Local Investigating Committee cannot resolve these grievances they will be returned to the Review Committee. These cases are considered closed based on the foregoing.

Robin Wix 10/30/14  
Robin Wix, Chairman Date  
Review Committee

F.E. (Ed) Dwyer Jr. 10/30/2014  
F.E. (Ed) Dwyer Jr., Secretary Date  
Review Committee