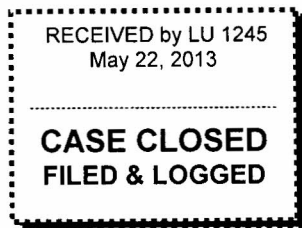




## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
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LOCAL UNION 1245, I.B.E.W.  
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VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

DOUG VEADER, CHAIRMAN

F. E. (ED) DWYER Jr, SECRETARY

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

### Review Committee No. 20758 Various Departments & Locations

#### Subject of the Grievance

This grievance concerns the appropriate application of the Sunday Premium language of Section 110.7.

#### Facts of the Case

The Union filed a grievance alleging the Company violated the provisions of Section 110.7 (Sunday Premium) by failing to pay the premium to all Shift, Service, and Relief employees who work Sunday at the overtime rate. The Company answered the grievance indicating that Sunday Premium is only applicable to regularly scheduled Sunday work.

The Sunday Premium language (Section 110.7) was added to the Physical Labor Agreement on January 1, 1980 and has not been modified since. The language reads as follows:

“In addition to any other compensation due an employee, Company shall pay to all employees regularly scheduled to work on Sunday, and who in fact work on a Sunday, an hourly premium for such work equal to the premium paid by Company for the third shift as provided in Subsection 110.2(a) of the Agreement. (Added 1-1-80)”

#### Discussion

The Committee reviewed a document entitled “Statement of Union’s Negotiating Committee” which is described as summary of the major changes of the 1979-1980 general negotiations. In the document the establishment of the Sunday Premium is described as “Establishment of a Sunday work premium for all regularly scheduled Sunday work equal to the third shift premium of 9 percent”. The Company noted that the Union negotiating committee underlined the words “regularly scheduled” in the communication intended to explain the new agreement to their members.

The Committee reviewed Exhibit Number 4, an e-mail from Payroll. The e-mail contains a copy of the Premiums drop-down screen from the SAP system. This is the tool which is used by Timekeepers in entering employee time. The Company noted that the language “must be

reg work day/shift" follows the Sunday Premium options, but does not follow the shift premium options. The Company pointed out that this is the officially recognized system.

Decision

The Committee agrees to close this grievance with the following understandings regarding the application of the Sunday Premium.

An employee is due the Sunday Premium when working a Sunday which is part of that employee's regularly scheduled workweek. This would include situations where the Company has re-designated a shift or service employee's workweek resulting in a regularly scheduled Sunday worked at the straight time rate of pay.

An employee is not due the Sunday Premium when working a Sunday which is not part of that employee's regularly scheduled workweek. This would include any situations where the employee is working a Sunday at the overtime rate.

**For the Company:**

Doug Veader  
Laura Sellheim  
Rod Williams  
Tanya Moniz-Witten

By: Doug Veader  
Date: 5/22/13

**For the Union:**

F.E. (Ed) Dwyer Jr.  
Jeff Campodonico  
Mike Scafani  
Karen Russell

By: [Signature]  
Date: 5/22/2013