



## REVIEW COMMITTEE



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.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

KATHY LEDBETTER, CHAIRPERSON

DAVE SANKEY, SECRETARY

**Review Committee No. 24202**  
**Arb No. 385**  
**Electric Operations- Electric T&D - Cupertino**

Yvonne Bradley  
Company Member  
Local Investigating Committee

Roberto Balistreri  
Union Member  
Local Investigating Committee

### **Subject of the Grievance**

This case concerns the assignment of Pre-Arranged Overtime (POT) during a storm event to crews from outside of the headquarters and whether that assignment violated the provisions of the Agreement.

### **Facts of the Case**

In April 2017, De Anza Division opened the local Operations Emergency Center (OEC) to respond to a storm event. The OEC response included staffing shifts with employees from San Jose Division Electric T&D.

Both the De Anza Division and San Jose Division crews worked throughout the evening of April 6, 2017 and into the morning of Friday, April 7, 2017. The crews were all provided rest periods for their regular shifts during the workday.

The supervisor prearranged the San Jose Division crews to return after the rest period for a POT assignment to conduct assessments that lasted from Friday afternoon until the next morning. The San Jose Crews worked 13.5 hours of POT on this assignment.

The Cupertino (De Anza Division) crews were prearranged to perform restoration work beginning the next day, Saturday April 8th at 7:00 a.m. The De Anza crews worked between 14 and 15 hours on this assignment.

**Discussion**

The Union contended that 208.16 of the Physical Agreement obligates the Company to equalize prearranged overtime by headquarters and classification. The improper assignment of Cupertino headquarters' POT to crews from outside of the headquarters makes proper equalization impossible. This position is reinforced in numerous grievance decisions, including PRC-1351.

The Company maintained that it has the right to establish shifts to respond to storms and to prearrange out of area crews for those shifts in accordance with PRC 2170. In this case, the Supervisor planned for shifts throughout the weekend to utilize the De Anza crews for the longer Saturday restoration shift. In addition, had the De Anza crews worked the Friday night shift, then they would not have been available for the needed shift on Saturday. Given the above, there is no violation of the agreement.

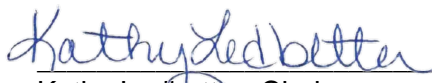
**Decision**


The Committee discussed this case at length at every step of the grievance procedure but were unable to reach an agreement. However, in an effort to settle this case, the parties have agreed to an equity settlement. The three identified Grievants in this case will each be provided an equity settlement of 6.75 hours at the 2017 Double Time rate for their classification.

This case is to be considered closed based on the above and is without prejudice toward either party and non-transferable and non-referrable toward other cases.

**For the Company:**

**For the Union:**

 09/22/2022  
Kathy Ledbetter, Chairperson      Date  
Review Committee

 09/22/2022  
Dave Sankey, Secretary      Date  
Review Committee