

ESC Local 20-PG&E Grievance Settlement
Review Committee Case 937 (Grievance #22367) – 2-hr minimum for POT cancellation

Subject of the Grievance

The Union alleged that the Company was responsible to pay a two hour minimum payment to employees who had POT scheduled for a Sunday canceled the day before (i.e., on a Saturday).

Facts of the Case

Estimating employees Brad Featherston, Barbara Lilly, Julia Sigler, Mitch Corning, Kenneth Sanchez, Carl Harland and Todd Cash were scheduled to report for pre-arranged overtime (POT) on December 7th and December 8th 2013 in anticipation of a storm. The employees reported on December 7th. The storm never materialized. On December 7th at 12:31pm the employees were notified via email that the POT for Sunday December 8th was cancelled. They were scheduled to report at 6:30 am on December 8th.

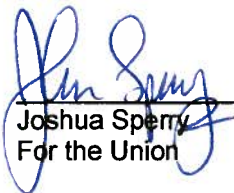
Discussion

The Company argued that the language in the ESC Agreement, which is different from the language in the IBEW Agreement does not provide for two hour minimum pay unless employees were actually required to come in to work. The language in the IBEW Agreement provides for a requirement to cancel POT by the end of the regularly scheduled work day preceding the POT assignment. The Union argued that the language in the ESC agreement did require the two hour minimum pay. In the Union's view, being required to report does not actually require that an employee arrives at work and that the directive to report to work is sufficient to trigger the two hour minimum payment if the employee is cancelled.

Disposition

The Union and the Company agree to the following:

- The Company agrees to pay the above mentioned employees 2 hours' pay at the then-applicable POT rate.
- This settlement shall be non-precedent setting.
- This is agreed upon as a complete settlement of the Union's grievance referenced above.


Joshua Sperry
For the Union

3/3/15
date


Matthew Levy
For the Company

3/3/15
date