

REVIEW COMMITTEE**PG and E**PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

DEC 14 1987

**CASE CLOSED
LOGGED AND FILED****IBEW** INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY**RECEIVED DEC 10 1987**REVIEW COMMITTEE DECISION

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-851-86-13
Arbitration Case No. 152
Review Committee File No. 1643-86-14SUBJECT OF THE GRIEVANCE

This case concerns the question of the appropriate rate of pay for an employee who was called out and required to work on a holiday that fell on a normal work day.

FACTS OF THE CASE

A number of employees in the Madera Electric Department were called out and required to work on Thursday, November 28, 1985 (Thanksgiving Day Holiday) and again on Friday, November 29, 1985 (Friday after Thanksgiving Holiday). Initially, all were compensated at the double-time rate of pay for all time worked on each of these dates at the instruction of the General Office Payroll Department. Subsequently, in early February, 1986, a Representative from the Region Human Resources Department instructed the headquarters' Foreman's Clerk to correct the payroll transmittal and pay the employees at the time and one-half rate.

Union filed a grievance on February 4, 1986, and Company answered the the grievance stating the grievant was required to perform work during regular work hours on a holiday which fell on a workday in his basic workweek and, therefore, was entitled to receive pay at the time and one-half rate.

DISCUSSION

Company argued that Section 103.7 of the Physical Agreement states that employees who are required to perform work on a holiday shall, in addition to receiving holiday pay, be compensated at the rate of pay as provided in the appropriate overtime title. Titles 208 and 308 of the Agreement state(s) that in general, employees working overtime will receive compensation at the time and one-half rate. The exceptions to this, which entitle(s) employees to compensation at the double-time rate are as follows: when the time worked exceeds 12 hours; when following an employee's dismissal from work or on a non-workday the employee is called out for work; or for time worked in excess of eight hours when an employee is required to work on the second of two scheduled days off provided the employee performed work on the first scheduled day off.

In the case at hand, Company argued, the work was performed during the grievants' regular work hours on a holiday which fell on a workday in the basic workweek. It was the Region's position that the work performed did not meet the criteria for the double time rate of compensation and therefore, the grievant

should receive compensation at the time and one-half rate.

Union argued that as a result of amendments to the Agreement during 1980 General Negotiations, the parties had specifically agreed that the double time rate of pay would be paid in all cases of call-out. Prior to the conclusion of 1980 General Negotiations, Section 208.2(c)/308.2(c) stated:

If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid 2 times his straight rate of pay for work performed in the 8 hours preceding his next regular work hours unless he reports for work two hours or less before his next regular hours of work.

Section 208.2(c)/308.2(c) was amended during 1980 General Negotiations. The Section then stated:

If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-work day.

Union pointed out that the above amendment was agreed to by the General Negotiating Committee on April 2, 1980, after members in the Physical Bargaining Unit had twice voted against ratification of the package. This change was one of several that took place following the two rejections.

As an indication of Union's understanding for the agreement reached by the 1980 Bargaining Committee, Union pointed to the specific language of two bulletins Union sent to its members. In the first, dated April 4, 1980, Item No. 3 stated:

All emergency call-out overtime shall be paid at the double time rate of pay. (Emphasis not added.)

A second bulletin from Union to its members, dated April 14, 1980, stated in Item No. 1:

All emergency call-out overtime shall be paid at the double time rate. (Emphasis not added.)

In support of its understanding of the agreement reached, Union also pointed to a bulletin forwarded by Company's Industrial Relations Department to its Division Managers, Department Heads, Supervisors and Foreman dated April 4, 1980. Item No. 8 of that bulletin stated:

It was agreed that all overtime call-outs would be at double time.

Union argued that subsequent to the settlement and ratification in late April, 1980, every instance in which an employee was called out on a holiday, that employee had been compensated at the double-time rate of pay. Company conceded that this was the case in most instances of call-out under the specific circumstances in question.

The Review Committee noted that Sections 208.2(c) and 308.2(c) were amended during 1987 General Negotiations and that the revised language in the Physical Agreement was ratified by a vote of the Union's members on November 17, 1987. As revised, the language now makes it clear that a callout during regular work hours on a workday holiday that an employee is scheduled to have off, will be compensated at the double time rate of pay.

In light of the above, and in consideration of the facts presented in this case, the Review Committee is in agreement that the above-referenced clarification of the language in Sections 208.2(c) and 308.2(c) shall be applied on a retroactive basis. In the case at hand, as well as others that were timely filed and are being held at lower levels of the grievance procedure pending a decision in this case, the Review Committee is in agreement that the grievants are entitled to compensation at the double-time rate of pay for all hours worked on the dates in question.

On the basis of the above, this case is considered closed.

FOR COMPANY:

Floyd C. Buchholz
Ron A. Morris
Robert C. Taylor
David J. Bergman

By 

Date 12-9-87

FOR UNION:

Dean Gurke
Patrick S. Nickeson
Fred H. Pedersen
Roger W. Stalcup

By 

Date 12/9/87