

4-2-63 L.R.

LAC 202.17

# Labor Agreement Clarification

Section 202.17

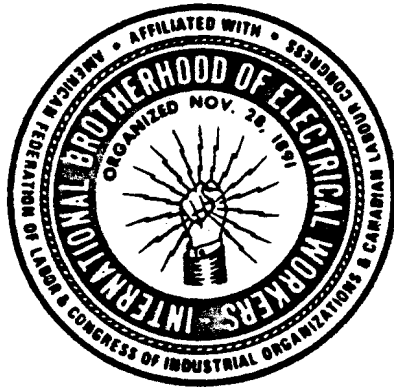
**PACIFIC GAS & ELECTRIC  
COMPANY**

and

**LOCAL UNION 1245**

of

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
AFL-CIO**



LAC 202.17

4-2-63

LABOR AGREEMENT CLARIFICATION

Section 202.17

PHYSICAL AGREEMENT

\*\*\*\*\*

*Includes*

*Review Committee Decisions*

*File Nos. 159, 196, 235,*

*264, 311, 386 and 387*

CLARIFICATION  
SECTION 202.17  
TITLE 202. "HOURS"  
PHYSICAL AGREEMENT

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CLARIFICATION

SECTION 202.17  
TITLE 202 'HOURS'

Physical Agreement

A. General Application of Section 202.17

1. Application to Day Employees

a. Section 202.17 provides for the scheduling of day employees at other than regular work hours. For the first four work days of any such situation they receive overtime compensation for all work performed outside of regular work hours.

b. Section 202.17 can be applied only when the work to be performed falls within one of the categories listed in Subparagraphs (a), (b), (c) or (d)\* of the Section.

c. Although "shifts" are established under Section 202.17, the employees assigned to these "shifts" do not fall within the classifications listed in Exhibit III of the Agreement. They are still considered to be within the same group with which they are regularly affiliated (day employees) except that they are scheduled to work for periods of eight hours or more at other than their regular work hours. Their regular days of work, however, remain the same as the days in the basic workweek of their regular schedule. They are entitled to overtime for any work performed outside the new scheduled hours unless they:

(i) are reassigned by reason of the provision to rotate because the work extends beyond four workweeks;

(ii) are returned to their former regular work hours due to an unanticipated interruption of work as provided for in Item "Q"; or

(iii) resume their regular schedule of work hours as provided for in Section 202.18.

Time worked by employees on their non-work days is covered by the overtime provisions of Section 208.1.

2. Application to Shift Employees

a. The application of Section 202.17 to shift employees is limited to the start-up or testing of an entirely new facility or of a new unit at an existing facility. Such application is further limited to situations where additional shift employees have been added at an existing facility and have not been integrated into the normal shift rotation for the operating portion of such facility, or where shift classifications have been established at a new facility, and plant operations have not started.

\*Subparagraph (d) of Section 202.17 was added 7/1/66, General Negotiations.

WHOSE SCHEDULE IS CHANGED TO \*FOR EXAMPLE, AN EMPLOYEE  
~~SCHEDULED TO WORK~~ THURSDAY THROUGH  
THURSDAY / WOULD WORK THURSDAY & FRIDAY  
O.T. UNDER 202.17, O.T. FOR SAT & SUN UNDER  
208 OR 212, MON & TUES O.T. UNDER 202.17,  
WED & THURS AS STRAIGHT TIME

b. Section 202.17 provides for the changing of shift employees (other than relief employees), assigned to static day shifts, to other shifts under the conditions outlined below. Such other shifts shall either be one of the following standard rotating operating shifts (6-2, 7-2, 7-4; 7-2, 6-2, 7-4; 7-2, 7-2, 6-4; 10-4; 5-2) or a rotating shift providing for two 12-hour work days with no overlap. Employees who have their shifts changed pursuant to Section 202.17 shall receive overtime compensation for all work performed on the first four work days worked outside of the hours of the day shift they were assigned to immediately prior to application of Section 202.17.

c. Shift employees assigned to a Section 202.17 shift shall be entitled to overtime for any work performed outside the new scheduled hours unless they:

(i) are assigned by reason of the provision to rotate because the work extends beyond four workweeks;

(ii) resume their static day schedule of work hours as provided for in Section 202.18; or

(iii) are placed into the rotating schedule for normal plant operation.

Time worked by employees on their non-work days of the 202.17 schedule is covered by the overtime provisions of Section 208.1.

Revised April 1976. LA #2178

### 3. Emergency Condition

1. Subparagraph (a) of Section 202.17 refers to an "emergency condition involving the maintenance, construction or repair of plant or station equipment." These situations arise where it is important to the operation of the Company's system to reduce the length of time in which a piece of equipment is removed from service, and where it is not practical to assign more employees to the job during regular work hours. Such situations do not necessarily require that employees be scheduled to work on their non-work days, although the urgency of a particular job might call for such measures.

EXAMPLE: A typical situation provided for by Subparagraph (a) is where a turbine or generator is to be overhauled and it is advisable to expedite the job and reduce "down time."

### 2. New or Additional Facilities

1. Subparagraph (b) provides for the "Installation of new or additional facilities of such character that work thereon cannot be completed during regular work hours or must be continuous until completed."

EXAMPLE: A typical example of the type of work contemplated is the installation of electric underground cable, where it must be done under carefully controlled atmospheric conditions, requiring a splicing operation which, once started, must be continued around the clock until completed.

D. Pipe Wrapping, Meter Shop Facilities, Cleaning Debris

1. Subparagraph (c) provides for greater utilization each day of machinery and equipment in the meter shops (such as proving equipment) and in the pipe yard (such as pipe-wrapping machines) in order to increase the volume of production because of special needs. Extended utilization of pipe-wrapping and meter shop facilities need not be scheduled for non-work days and may be established as either one or two additional work periods. Such added work periods should be limited and not established without need. Except for an unanticipated interruption in work as provided for in Item "Q", they should cease when the need has been met and each renewal treated as a new situation under Section 202.17.

2. This subparagraph also provides for establishing "shifts" to keep water intakes in hydro and power plants free of debris (such as removing moss from the grizzlies upstream from a powerhouse). When additional work periods involving cleaning debris, etc., have stopped and are again resumed, each instance shall be treated as a new situation under Section 202.17.

E. Manning of Unattended Plant or Station

1. Subparagraph (d) encompasses those conditions which require the manning of a plant or station which is normally unattended or is to be unattended upon completion.

EXAMPLE: A breakdown or failure of automatic or remote controls might require the manning of such an unattended plant or station to keep it in operation until repairs are made, or, in the case of a new plant or station, manning may be required until the plant or station can be automated.

F. Scheduling Additional "Shifts" or Work Periods of Eight Hours Each

Section 202.17 states that Company may schedule employees to work "for periods of eight hours" at other than regular hours when additional shifts are required. This means that when Section 202.17 is applied there must be two or three eight-hour periods of work scheduled in each 24-hour period work day.

1. Three Work Periods: If three work periods are scheduled where there is a break for a meal in two of the work periods, one work period is to consist of the regular work hours (8:00 a.m. to 4:30 p.m.), one work period will start at 4:00 p.m. and end at 12:30 a.m., and one work period will start at 12 o'clock midnight and end at 8:00 a.m. (See diagrammed example, Page 9.)

2. Two Work Periods: If two work periods are scheduled, one period is to consist of the regular work hours, and the second period is to start either immediately following the conclusion of the preceding regular work period; or at 12 o'clock midnight to immediately precede the regular work period, except as follows:

(a) Overlap: The second period of work hours may start no more than one-half (½) hour, plus travel time from headquarters to the job, before the end of the regular hours of the first work period.

In this case, that portion of the new work period which overlaps the former regular hours of work is not considered as part of the former regular hours of work in computing the overtime payment for the first four work days of the assignment.

(b) Boarding House Delay: Where boarding house facilities are mutually available to employees coming off one work period and to employees going on the other, the start of the second period of work hours may be delayed a minimum of one-half ( $\frac{1}{2}$ ) hour but not more than a maximum of one (1) hour for the purpose of allowing the employees to eat at the boarding house.

In Items (a) and (b) above where, as a result of such scheduling, the end of the new work period overlaps the end of the calendar day (12 midnight), the hours scheduled beyond midnight shall be considered as part of the previous work day in that workweek.

(See diagrammed examples, Page 9.)

### 2. Scheduling Additional "Shifts" or Work Periods Exceeding Eight Hours

1. Where work periods of more than eight hours are scheduled it is desirable that the number of overtime hours be the same in each scheduled work period. It is possible, however, that the nature of the job may not always lend itself to such type of an arrangement.

#### EXAMPLES:

(a) If twenty hours are to be scheduled in a work day on a two-work period basis, each work period should consist of ten hours, two hours of which are overtime. (See diagrammed examples, Page 10.)

(b) On the other hand, if this same job also requires employees in some classifications to work around the clock, then there could be two work periods of ten hours each scheduled for some employees on the job and an additional eight-hour period for certain employees in specialty classifications who are needed around the clock. (A specific case is shown in the attached diagrams, Page 11.)

2. The overlap mentioned in Item F-2 (a) or the delay mentioned in Item F-2 (b) may be applied to any of the work periods. When this is the case the regular starting times for other than the day period are adjusted accordingly. (See diagrammed examples, Page 10.)

3. Applicable provisions of the Agreement regarding overtime and meals govern the conditions of overtime work outside of the established eight-hour work period.

### 3. Additional Work Periods - Four Work Days or Less

1. Section 202.17 is not intended to apply to situations where the period of time to complete the job is scheduled for four work days or less.

2. If, for a bona fide reason, a job in a given situation is scheduled in advance to continue for a period of more than four work days, but the job is completed in four work days or less, a correction of the time cards of the employees involved should be made to comply with the provisions of Title 208, except that the provisions of Section 208.11 do not apply.

Application of Review Committee Decisions Nos. 235, 386, 387 - 1963.

I. "First Four Work Days of a Situation"

1. When an additional work period, outside of regular work hours, is established under Section 202.17, the work outside of regular work hours for the "first four work days" is to be compensated at the overtime rate of pay, but such compensation is not considered overtime as defined in Section 208.1.

This means that the hours worked, regardless of the rate of compensation, are considered as though they were regular hours of work, and that they are a part of the regular 40 hours usually scheduled in a workweek.

(a) Thus, if Section 202.3 applied, these days would be considered the same as work days at the straight rate of pay.

(b) Also, in the application of Title 104 (Meals) the new scheduled hours would be the same as regular hours.

2. The provisions of Title 208 (Overtime) would apply to work performed outside the regular work hours of the new schedule and to work performed on non-work days. \*

3. While it is possible to work an employee more than eight hours in a day, an employee's first work day for purposes of determining the "first four work days" under the new schedule cannot start on a non-work day or on any day on which he worked during his regular schedule of hours. The period which comprises an employee's "first four work days of any situation" commences on the first work day he works only the new hours under the schedule.

(a) If he is absent from work, except on a holiday, on any of the remaining three work days which follow the first work day, these work days shall, nevertheless, be included in the "first four work day" period of the situation.

(b) If an employee is absent by reason of disability or illness on any of these three remaining work days, compensation for any sick leave to which he may be entitled for any such day shall be at the straight rate of pay.

(c) A holiday which falls on any one of the "first four work days" of any situation is not included as one of the work days in such period.

J. Advance Notice to Employees

1. When an additional work period outside of regular hours is scheduled under Section 202.17, employees should be given as much notice as possible of the change in hours.

K. Shift Premium

1. The applicable shift premium, as provided for in Title 110, is to be paid for all work performed including work performed at the overtime rate during the first four work days of any situation.

2. When work is performed on non-work days after the schedule is started, the applicable shift premium is to be paid for such work.

\* Example



L. Rotation of Employees

1. In the rotation of the assignment of employees as provided for in Section 202.17, an employee is entitled to overtime compensation outside of regular work hours for only one "first four work day" period in any one situation.

EXAMPLE: Under a designated situation an employee starts on a schedule and is paid at the overtime rate for all work performed outside of regular work hours for the first four work days. He thereafter continues to work on the schedule at the straight rate of pay, even though he may be rotated one or more times. The rotations involved do not entitle him to commence a new first four work day period. Notification of change should be given in advance of the rotation.

M. Temporary Change of Job Assignment

1. Necessity may require that an employee working in one plant under the provisions of Section 202.17 be temporarily moved during his revised schedule of work hours to another plant to perform other emergency work. Where this occurs and the employee is:

- (a) receiving the straight rate of pay during his revised schedule of work hours; and is
- (b) returned to perform work at the straight time rate under the Section 202.17 situation,

the overtime rate is to be paid for work he performs at the other plant during the hours of an additional work period.

2. Except as provided in Item "0", other emergency work performed in the same plant by employees working on a Section 202.17 schedule is paid for at the rate applicable to their schedule or at the overtime rate if performed outside the hours established in such schedule.

(See the Decision in Review Committee File No. 159.)

N. Scheduled Overhaul Work in More than One Plant

1. A single situation under Section 202.17 is deemed to exist where programmed overhauls in more than one plant are to be performed one after the other without a break in programmed work and without a change in the employee's regularly established headquarters or temporary headquarters to which he has been instructed to report under the provisions of Section 202.22.

In such cases, the plants in which work is to be performed should be announced in advance of the start of the first work day of the situation and the work carried on from one plant to the other consecutively. The program need not provide for completion dates of the various overhauls and changes in the program may be made as long as the work in each plant is scheduled consecutively and not scheduled concurrently.

\*Application of Review Committee Decisions Nos. 264 and 311 - 1963.

2. Where work is scheduled in advance to be performed at more than one plant as a continuous application of Section 202.17, and the employee's regular or temporary established headquarters from which the work is performed is changed, another "first four work day" period involving overtime compensation is required and the next assigned headquarters must be designated in advance of such change.

3. Utilization of the provisions of Section 202.23 does not, under the provisions of this Item "N", constitute a change in the employee's established headquarters.

O. Scheduled Overhaul Work in the Same Plant

1. Where emergency work is being performed in one plant under Section 202.17 and the revised schedule of work hours is continued to include other work created under emergency conditions in the same plant to which Section 202.17 is applicable, a single situation is deemed to exist, provided that existing schedules are amended to include such other work at least five (5) work days before such other work is commenced. Otherwise a new emergency situation will be deemed to exist starting on the day such other work is commenced and another "first four work day" period will be involved.

P. Change of Hours in New Schedule

1. The regular hours of a new work period, once established, should not be changed, except when a third work period is added to or removed from the schedule, or overtime work is diminished or extended. If any such situation extends beyond four (4) workweeks, Company and Union may agree to rotate the assignment of employees thereto, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four (4) work day period worked outside of regular work hours.

2. If a third work period is added, employees who have received one "first four work day" premium under the given situation may be transferred to the new work period without a further "first four work day" period if they have been notified twenty-four (24) hours in advance of the change, they have had eight (8) hours off, and the new work period is to be in effect for more than four days.

(a) If the new work period does not last more than four days, the work is considered as overtime and conditions will be governed by the applicable provisions of the Agreement and this Clarification.

(b) Employees assigned to an additional work period for the first time are entitled to receive a "first four work days" premium.

(c) If employees are transferred between work periods without twenty-four hours' notice, the provisions of Section 208.19 will apply.

Q. Unanticipated Interruption of Work

1. On exceptional occasions the work in a designated situation may be interrupted because of delay in receiving material, or other circumstances beyond the Company's control. In such a case, employees can be temporarily returned to their regular work hours pending resumption of the work in the situation involved. Resumption of work in such case with less than ten work days' delay does not require

a new first four work day period.

\* 2. In case a schedule is suspended according to plan, or for Company's convenience, or for ten work days or more, a new situation is deemed to exist and a further first four work day period will be involved.

3. Additional work periods involving cleaning of debris that are stopped and later resumed are not covered by this Item "Q".

R. Meals

1. The work hours of the work periods may be consecutive when the nature of the work does not lend itself to a break for a meal. In such case, the employee eats on Company time while the work is in progress.

\*2. If an additional work period is established which would require employees to work beyond 3:00 a.m., the employees on such work period should be allowed to eat on Company time approximately four hours after the starting time of the work period.

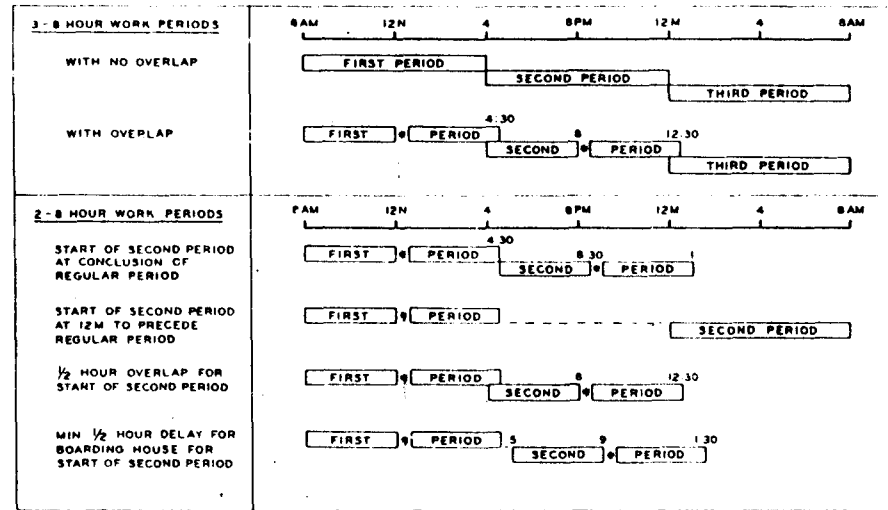
\*3. Work hours on additional work periods will otherwise be scheduled with a break of one-half ( $\frac{1}{2}$ ) hour in the middle of the work period for the purpose of eating and employees will eat on their own time.

\*Application of Review Committee Decision No. 196 - 1963.

ICIAR. of Co. CONVENIENCE, SEE PRC 438

EXAMPLES OF SCHEDULING  
UNDER SECTION 202.17

ITEM F - SCHEDULING ADDITIONAL WORK PERIODS OF 8 HOURS EACH



LEGEND

- STRAIGHT TIME PAY
- 1/2 HOUR MEAL BREAK. NO PAY

NOTES:

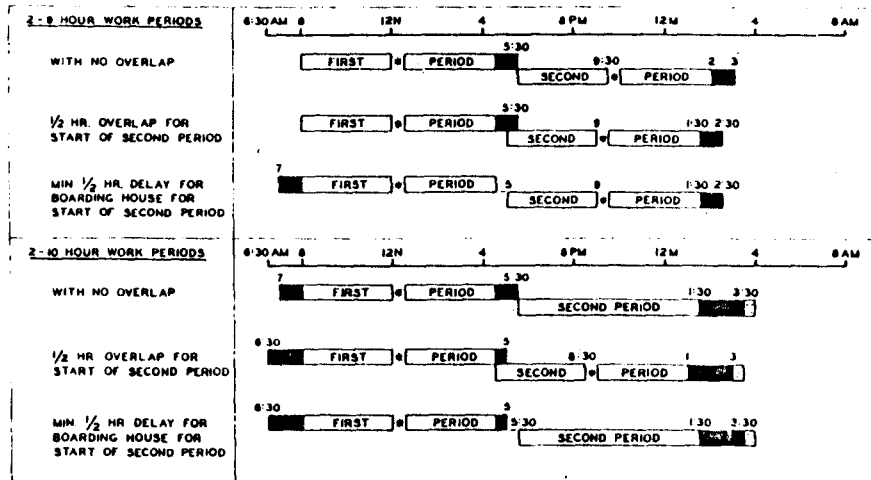
- 1 WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS
- 2 APPLICABLE TRAVEL TIME NOT INDICATED ABOVE

LAC 802.17

LAC 202-17

EXAMPLES OF SCHEDULING  
UNDER SECTION 202.17

ITEM G - SCHEDULING ADDITIONAL WORK PERIODS EXCEEDING 8 HOURS



LEGEND:

- STRAIGHT TIME PAY
- OVERTIME PAY FOR WORK TIME
- 1/2 HOUR MEAL BREAK, NO PAY.
- MEAL AND 1/2 HOUR MEAL TIME ALLOWED AT OVERTIME RATE

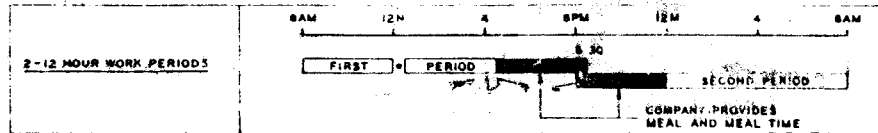
NOTES:

1. WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS
2. APPLICABLE TRAVEL TIME NOT INDICATED ABOVE

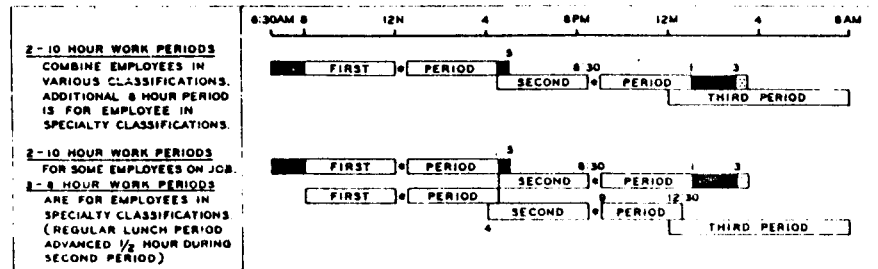
LAC 202.17

EXAMPLES OF SCHEDULING  
UNDER SECTION 202.17

ITEM G (CONT.) - SCHEDULING ADDITIONAL WORK PERIODS EXCEEDING 6 HOURS



ITEM F & G - SCHEDULING EMPLOYEES IN SPECIALTY CLASSIFICATIONS (E G WELDERS)  
WHO ARE NEEDED AROUND THE CLOCK



LEGEND:

- STRAIGHT TIME PAY
- OVERTIME PAY FOR WORK TIME
- 1/2 HOUR MEAL BREAK, NO PAY
- MEAL AND 1/2 HOUR MEAL TIME ALLOWED AT OVERTIME RATE

NOTES:

- 1 WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS
- 2 APPLICABLE TRAVEL TIME IS NOT INDICATED ABOVE

REVIEW COMMITTEE DECISION

R. C. File Number 159  
East Bay Division Grievances Nos. 107 and 110

Subject of Grievances:Grievance No. 107

Under the provisions of Section 202.17 of the Agreement a scheduled work period from 4:00 p.m. to 12:00 midnight was established for maintenance employees in order to overhaul a turbine at Avon Power Plant. On January 29, 1957, at 6:30 p.m., three employees who were performing the turbine overhaul work on such schedule at the straight rate of pay were transported to Martinez Power Plant to make emergency repairs at that location. They worked at Martinez Power Plant until 9:00 p.m. at which time they were returned to Avon to resume the turbine overhaul work and to complete the 4:00 p.m. - 12:00 midnight work period. Overtime compensation was not paid for any of the work performed.

Grievance No. 110

A maintenance employee was working at Avon Power Plant on a scheduled work period of 4:00 p.m. to 12:00 midnight established under the provisions of Section 202.17 of the Agreement. On March 7, 1957, the employee, during such work period, was transported to Martinez Power Plant to repair an acid pump after which he was returned to Avon Power Plant to complete the scheduled 4:00 - 12:00 midnight work period. Overtime compensation was not paid for any of the work performed.

With respect to the foregoing the Union contends that in each case the work at Martinez Power Plant was not related to the work at Avon Power Plant, therefore, Section 202.17 was not applicable to the work performed at Martinez. The Division contends that it has been the practice for many years to transport employees from plant to plant when they are working under the provisions of Section 202.17.

Statement and Decision:

Section 202.17 provides that the Company may schedule maintenance employees to work for periods of eight hours at other than their regular work hours when additional shifts are required in a situation described as an emergency condition involving the maintenance, construction, or repair of plant or station equipment. Under such provision the employees are paid at the overtime rate for work performed outside of regular work hours for the first four work days of any such situation. On the fifth work day and thereafter for the duration of the situation, the straight rate of pay is paid for work performed on work days during the hours of work established under the section.

All of the conditions which govern the establishing of new work hours are specifically stated in Section 202.17. It was not intended that a schedule once established under this Section for the performance of emergency work in one plant be utilized for the purpose of taking care of emergencies thereafter occurring in other plants during the course of the revised schedule of work hours. Such other emergencies would ordinarily be handled in the conventional manner within the framework of the provisions of the labor agreement. Where necessity requires that an employee working in one plant under the provisions of Section 202.17 be temporarily transferred to another plant to perform other work, the overtime rate should be applied for such other work performed outside of regular work hours.

The above conclusion of this Committee is confined to circumstances where employees working under the provisions of Section 202.17 are moved to another plant and then returned to perform work under the former emergency situation. Employees who are scheduled under Section 202.17 to perform emergency work in any given plant may be utilized under such schedule to perform other maintenance work in such plant during the course of the situation for which the revised schedule was established.

FOR UNION:

Robert D. Bevers  
Kenneth Stevenson  
L. L. Mitchell

By L. L. MitchellDate 1/14/58FOR COMPANY

E. F. Sibley  
C. L. Yager  
V. J. Thompson

By E. F. SibleyDate December 23, 1957



REVIEW COMMITTEE DECISION

Review Committee File No. 196  
San Francisco Division Grievance No. 94

Subject of the Grievance

The Division Joint Grievance Committee, in referring the grievance to the Review Committee, included a Joint Statement of Facts. The facts agreed upon are that operational conditions required that the overhaul of the No. 1 Unit at the Potrero Power Plant be accomplished on an accelerated schedule. To accomplish this work it was necessary to establish an additional eight-hour work period, starting at 4:30 p.m. and ending at 1:00 a.m. with one-half hour off for a meal at 8:30 p.m. This additional eight-hour work period was established pursuant to Section 202.17 of the Labor Agreement.

The employees involved, after receiving notice in advance of the change of hours, started working the additional work period on Monday, July 13, 1959, and continued until Friday, July 31, 1959.

The employees contend that as the work was performed outside of their regular hours of work, they are entitled to the meal period of one-half hour at the overtime rate of pay.

Discussion

It has been agreed that this grievance will be settled in accordance with the provisions of the recently agreed-to Clarification dated February 14, 1963. Section Q. MEALS, Item 2, provides "If an additional work period is established which would require employees to work beyond 3:00 a.m., the employees on such work period should be allowed to eat on Company time approximately four hours after the starting time of the work period"; and Item 3, "Work hours on additional work periods will otherwise be scheduled with a break of one-half ( $\frac{1}{2}$ ) hour in the middle of the work period for the purpose of eating and employees will eat on their own time."

Applying the above to the facts of this grievance, it is noted that the employees were not required to work beyond 3:00 a.m. Therefore, their work periods were properly scheduled with a break of one-half hour in the middle of the work period.

Decision

The employees concerned in this grievance are not entitled to compensation at the overtime rate for the one-half hour during which they ate a meal.

## FOR UNION:

E. W. Fields  
F. M. Fleming  
L. L. Mitchell

By [Signature]

Date April 15, 1963

## FOR COMPANY:

E. F. Sibley  
C. L. Yager  
L. V. Brown

By \_\_\_\_\_

Date April 2, 1963

REVIEW COMMITTEE DECISION

Review Committee File No. 235  
San Francisco Division Grievance No. 104

Subject of the Grievance

The grievance concerns the scheduling of maintenance employees to perform work on the No. 1 Unit at Hunters Point Power Plant and, in addition, certain maintenance work on No. 3 Unit. The maintenance employees were scheduled to work from 11:30 p.m. to 8:00 a.m. and 4:30 p.m. to 1:00 a.m., effective January 13, 1960. On January 15, 1960, the 11:30 p.m. to 8:00 a.m. work period was discontinued and on completion of the 4:30 p.m. to 1:00 a.m. work period on January 16, that work period also was discontinued. All men were instructed to report back to work at 8:00 a.m. on Monday, January 18, 1960.

The grievants request the payment of travel time to and from work, payment of one-half hour meal time for hours worked after regular hours of work, and payment of the cost of the meal taken during the shifts worked following the regular hours of work.

Discussion

The facts stated above denote that the additional work periods lasted less than four days. Applying the provisions of the recently agreed-to Clarification, Section G. ADDITIONAL WORK PERIODS - FOUR WORK DAYS OR LESS, Item 1 provides "Section 202.17 is not intended to apply to situations where the period of time to complete the job is scheduled for four work days or less"; and Item 2, "If, for a bona fide reason, a job in a given situation is scheduled in advance to continue for a period of more than four work days, but the job is completed in four work days or less, a correction of the time cards of the employees involved should be made to comply with the provisions of Title 208, except that the provisions of Section 206.11 do not apply."

Although not material to a settlement in this case, it is noted in passing that the additional work periods were not established in conformance to the present Clarification. Here, the first additional work period commenced following the conclusion of the regular hours of work and the second additional work period commenced at 11:30 p.m. to allow an overlap of one and one-half hour. It is noted in Item E, of the Clarification, where three eight-hour work periods are scheduled with provision for overlap, the first additional work period would commence at 4:00 p.m. and the second additional work period would start at 12:00 midnight.

It is observed that the 11:30 p.m. to 8:00 a.m. work period included a one-half hour break during which the employees took a meal. To comply with the Clarification, this meal should have been eaten on Company time.

Decision

The employees concerned in this grievance are entitled to a retroactive pay adjustment in accord with the provisions of Title 208, and, where applicable, the provisions of Title 104.

-2-

Review Committee File No. 235  
San Francisco Division Grievance No. 104

Specifically, the time cards should be corrected as follows:

1. On January 13, those persons working from 4:30 p.m. to 1:00 a.m. shall be considered as working emergency overtime. Thus, they should be paid for the meal times occurring at 6:00 p.m., if they have not already been paid such time, and the cost of the meal if the employees purchased and submitted receipts for such a meal and have not previously been reimbursed for such meal. Additionally, as the employees became entitled, under the provisions of 104.2, to another meal prior to the end of the work period, they shall be compensated for an additional one-half hour under the provisions of Section 104.10.

During the remainder of the days that this work period was established, which is to be considered as prearranged overtime, the employees concerned are entitled to travel time from their homes to the headquarters and return each day.

2. As to the employees working the 11:30 p.m. to 8:00 a.m. work period, the first day of the new work period will be considered as emergency overtime. Such employees on this day are entitled to payment of travel time from their homes and return. Additionally if such payment has not already been made, they are entitled to reimbursement for the time spent in eating a meal at 3:30 a.m., and the cost of the meal if purchased by them and not previously reimbursed.

As to the second day these employees worked the additional shift, they are entitled to travel time from their homes to their headquarters and return. Further, as such working hours should have been continuous, and the employees given the opportunity to eat during the work period on Company time, they shall be paid at the overtime rate for the time taken to eat the meal midway in the work period.

FOR UNION:

E. W. Fields  
W. M. Fleming  
L. L. Mitchell

By

L. L. Mitchell

Date

July 15, 1963

FOR COMPANY:

E. F. Sibley  
C. L. Yager  
L. V. Brown

By

April 2, 1963

REVIEW COMMITTEE DECISION

Review Committee File No. 264  
Shasta Division Grievance No. 66

Subject of the Grievance

The grievance concerns two Apprentice Machinists who are assigned to the hydro maintenance crew headquartered at the Pit No. 1 Powerhouse. On August 22, 1960, they began to work at the Pit No. 4 Powerhouse on an annual overhaul. They were assigned to work outside of their regular work hours from 4:30 p.m. to 1:00 a.m. and were paid overtime for the first four days of the situation in accord with the provisions of Section 202.17. During the period that they worked at Pit No. 4 they were headquartered at the Pit No. 1 Powerhouse, leaving from and returning there each day. Upon completion of the work at Pit No. 4 on September 2, the crew moved into Pit No. 1 to perform annual overhaul work there, starting September 6, during which time they remained on the 4:30 p.m. to 1:00 a.m. work period.

It is the contention of the grievants that the assignment to the Pit No. 1 constituted the start of a second four-day situation, and that they are entitled to overtime as provided for in Section 202.17 for the first four days of the second assignment.

Discussion

To settle this grievance, the provisions of the recently agreed-to Clarification will be applied retroactively. Section M, Item 1, SCHEDULED OVERHAUL WORK IN MORE THAN ONE PLANT, provides "A single situation under Section 202.17 is deemed to exist where programmed overhauls in more than one plant are to be performed one after the other without a break in programmed work and without a change in the employee's regularly established headquarters or temporary headquarters to which he has been instructed to report under the provisions of Section 202.22.

"In such cases, the plants in which work is to be performed should be announced in advance of the start of the first work day of the situation and the work carried on from one plant to the other consecutively. The program need not provide for completion dates of the various overhauls and changes in the program may be made as long as the work in each plant is scheduled consecutively and not scheduled concurrently."

The facts presented in this case indicate that the scheduled overhauls were contemplated in more than one powerhouse. Further, as the work at Pit No. 1 commenced immediately upon completion of the work at Pit No. 4, it is assumed the overhauls were programmed to be performed one after the other without a break.

Decision

In view of the foregoing, the situation presented by this grievance is deemed to be a single situation under Section 202.17. The change of the work site from the Pit No. 4 to Pit No. 1 does not constitute a new four-day situation. The employees concerned in the grievance are not entitled to overtime compensation for work performed outside of the regular work hours in the second situation.

## FOR UNION:

R. W. Fields  
W. M. Fleming  
L. L. Mitchell

By L. L. Mitchell  
Date April 15, 1963

## FOR COMPANY:

E. P. Sibley  
C. L. Yager  
L. V. Brown

By \_\_\_\_\_  
Date April 2, 1963

REVIEW COMMITTEE DECISION

Review Committee Files Nos. 386 and 387  
San Joaquin Division Grievances Nos. 25-181 and 25-182

Subject of the Grievances

To perform emergency repairs to Unit No. 2, Kern Power Plant, the Division on May 30, 1962, established two 12-hour work periods, the first from 12:00 noon to 12:00 midnight and the second from 12:00 midnight to 12:00 noon. Those who worked the holiday, May 30, were paid for all time worked and travel time at the overtime rate. They were also paid for meals and time to eat. The work periods began May 30 and ended June 1, 1962. The employees assigned to the first work period were paid one-half hour overtime for the period 12:00 noon to 12:30 p.m., four hours' straight time for the period 12:30 p.m. to 4:30 p.m., and the record shows they ate a meal provided by themselves between 4:30 p.m. and 5:00 p.m. They were paid seven hours' overtime for the period 5:00 p.m. to 12:00 midnight. The record also notes that during this work period the Company provided a meal which the employees ate on Company time.

The employees assigned to the second work period were paid four hours' overtime for the period 12:00 midnight to 4:00 a.m. From 4:00 a.m. to 4:30 a.m. the employees ate a meal they provided themselves, from 4:30 a.m. to 8:00 a.m. they were paid three and a half hours' overtime, from 8:00 a.m. to 12:00 noon they were paid four hours at the straight rate.

Discussion

The emergency condition involved a number of grounds in the wiring of the governing mechanism on Unit No. 2, Kern Power Plant. Plant supervision estimated the trouble would take more than one week to locate and repair. The criticalness of the work required that the work be started immediately, even though the first day of the expedited work schedule was a holiday. Therefore, a bona fide reason existed to establish shifts under 202.17. The work progressed faster than anticipated and the shifts were not maintained for more than four work days. Therefore, the provisions of Title 208, with the exception of 208.11, should apply to these grievances. Furthermore, according to the agreed-to Clarification of 202.17, 12-hour work periods will not in the future begin at 12:00 noon and 12:00 midnight.

Decision

Except for the holiday, May 30, the grievants assigned to the work period beginning at 12:00 noon are entitled each day to the following in addition to what they have already received:

1. One-half hour overtime for the time to eat their first meal.

Except for the holiday, May 30, the grievants assigned to the work period beginning at 12:00 midnight are entitled each day to the following in addition to what they have already received.

1. Actual travel time at the overtime rate from their homes to work
2. One-half hour overtime for the time to eat their first meal.

## FOR UNION:

R. W. Fields  
W. M. Fleming  
L. L. Mitchell

By L. L. Mitchell

Date July 15, 1963

## FOR COMPANY:

E. F. Sibley  
C. L. Yager  
L. V. Brown

By \_\_\_\_\_

Date April 2, 1963

REVIEW COMMITTEE DECISION

Review Committee File No. 311  
San Francisco Division Grievance No. 140

Subject of the Grievance

The grievance concerns certain maintenance employees who were assigned to perform maintenance work at the Hunters Point Power Plant. The crew of seven employees was assigned to an additional work period extending from 4:30 p.m. to 1:00 a.m., allowing one-half hour for a meal. The employees performed work on the No. 4 and No. 2 Units at the Hunters Point Power Plant for a period of approximately four weeks when they were rotated back to their regular schedule of work hours. Subsequently, four weeks later, the crew was again rotated back to the additional work period where they continued to perform the repair work started on the No. 3 Unit at the power plant. They continued the repairs until they were completed on June 2, 1961.

It is the contention of the grievants that the reassignment to the additional work schedule and the performance of work on a new unit constituted the beginning of a new four-day period.

Discussion

It has been agreed that this grievance will be settled in accordance with the recently agreed-to Clarification of Section 202.17. It is provided in the Clarification that in the rotation of the assignment of employees, as provided for in Section 202.17, an employee is entitled to overtime compensation outside of regular work hours for only one first four-work day period in any one situation. Additionally, where emergency work is being performed in one plant under Section 202.17 and the revised schedule of work hours is continued to include other work created under emergency conditions in the same plant to which 202.17 is applicable, a single situation is deemed to exist; if notice has been given at least five work days before such work is commenced. Otherwise a new emergency situation will be deemed to exist, starting on the day such other work is commenced and another first four-work day period will be involved.

In this case, it is noted that the repairs to the No. 4 and No. 2 Units were continuous; that apparently following the completion of the repairs to these units, the additional work periods were continued uninterrupted to perform repairs to the No. 3 Unit. Although formal notice was not a requirement at the time the work was performed, as the work was scheduled in advance it is assumed that the employees were aware of the continuation of the work and that advance notice could have been given.

Decision

Under the facts stated above, it is the decision of the Review Committee that a new emergency situation did not exist and the employees are not entitled to a second first four-work day period.

FOR UNION:

R. W. Fields  
W. M. Fleming  
L. L. Mitchell

By L. L. Mitchell

Date July 12, 1963

FOR COMPANY:

E. F. Sibley  
C. L. Yager  
L. V. Brown

By \_\_\_\_\_

Date April 2, 1963