

2-27-57

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street
San Francisco 6
SUtter 1-4211

MAR 1 1957
LOCAL 1245, I.B.E.W.

In reply please refer to

February 27, 1957

Local Union 1245, I.B.E.W.-A.F.L.-C.I.O.
1918 Grove Street
Oakland 12, California

Attention Mr. R. T. Weakley,
Business Manager

1	RTW	RTW
	LLM	
	MAW	
	EBB	
	AMH	
	FMS	
	MEK	
2	R/S	R.S.
3	FILE	

Gentlemen:

Enclosed are two (2) copies each of Labor Agreement Interpretations on the following subjects:

- Title 212 - Emergency Duty - Physical Agreement
- Title 208 - Overtime - Physical Agreement
- Title 106 - Seniority - Physical Agreement

These Interpretations are the result of discussions between Mr. Thompson of my office and Mr. Mitchell of Local Union 1245.

If you are in accord with the Interpretations as written, please so indicate in the space provided for your signature, and return one copy of each interpretation to me.

Yours very truly,

R. J. TILSON
Director of Industrial Relations

VJT:KM
Enc.

2-23-57

LABOR AGREEMENT INTERPRETATION

Title 106 - Seniority - Physical Agreement

Classification Seniority of Employees Transferring From General Construction Department Into Divisions

Situations arise which require that classification seniority be determined for a General Construction Department employee who is transferred into a Division. Such seniority is used as a basis of establishing the employee's applicable wage rate as well as his classification seniority for future job bidding consideration in the Division. Outlined herein are cases which have been decided in making classification seniority determinations.

- 1. An Apprentice Lineman in the General Construction Department is awarded an Apprentice Lineman job in a Division:

Table comparing G. C. Apprentice Lineman Wage Rate and Division Apprentice Lineman Wage Rate across various seniority milestones from Start to End 30 Mos.

The G. C. employee is given classification seniority in the Division for time worked in the Apprentice Lineman classification up to two years, depending on the classification seniority he acquired in the General Construction Department classification.

- 2. A Groundman in the General Construction Department is appointed to a Groundman classification in a Division or a Helper in the General Construction Department is awarded a Helper's job in a Division:

Table comparing G. C. Groundman Wage Rate and Division Groundman Wage Rate across various seniority milestones from Start to End 18 Mos. and Over.

Table comparing G. C. Helper Wage Rate and Division Helper Wage Rate across various seniority milestones from Start to End 18 Mos. and Over.

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The G. C. employee is given classification seniority in the Division for all time worked in the respective G. C. classification. If he has more than one year of classification seniority in G. C., such time worked in the respective classification over one year is considered as time worked at the top of the same classification in the Division.

- 3. A Street Fitter in General Construction Department is awarded an Apprentice Fitter's job in a Division:

<u>G. C.</u>			<u>Division</u>	
<u>Street Fitter Wage Rate</u>			<u>Apprentice Fitter Wage Rate</u>	
Start	\$87.75	→	Start	\$83.55
End 6 Mos.	\$90.05	→	End 6 Mos.	\$84.95
End 1 Yr.	\$92.40	→	End 1 Yr.	\$87.70
End 18 Mos.	\$94.90	→	End 18 Mos.	\$90.60
End 2 Yrs.	\$97.40			
End 30 Mos.	\$99.90			
End 3 Yrs.				
and Over	\$105.00			

The G. C. employee is given classification seniority in the Division for time worked in the G. C. Street Fitter classification up to 18 months, depending on his Street Fitter classification seniority acquired in the General Construction Department. As a Division employee he must be able to weld in order to be considered for a Fitter's job.

- 4. A Jackhammerman in the General Construction Department is awarded a Helper job in a Division:

<u>G. C.</u>			<u>Division</u>	
<u>Jackhammerman Wage Rate</u>			<u>Helper Wage Rate</u>	
Start	\$79.50	→	Start	\$77.90
End 6 Mos.	\$81.80	→	End 6 Mos.	\$79.30
End 1 Yr.	\$84.10	→	End 1 Yr.	\$82.15
End 18 Mos.				
and Over	\$87.00			

The G. C. employee is given classification seniority in the Division for all time worked up to one year in the G. C. Jackhammerman classification. If he has one year or more of Jackhammerman classification seniority in G. C., such time worked in the classification over one year is considered as time worked at the top of the Helper classification in the Division. If the G. C. employee has also worked in the G. C. Helper classification, such time worked as a G. C. Helper is to be combined with his Jackhammerman classification seniority in considering total length of time worked in the Helper classification of the Division.

For Union: Ronald T. Westley
Its Business Manager

For Company: [Signature]
Its Industrial Relations Director

LABOR AGREEMENT INTERPRETATION

Title 208 - Overtime - Physical Agreement

Sections 208.6 and 208.8

These sections provide for the payment of overtime compensation and for a two-hour minimum when "employees are called from their homes for emergency work." To avoid misunderstanding, the following interpretation is applicable:

1. If an employee is contacted at a place other than his home, and he reports for work, the provisions of Sections 208.6 and 208.8 apply.
2. If an employee is contacted and ordered to work but to await further instructions and thereafter he is told not to report on the job, the two-hour minimum provided for under Section 208.8 does not apply. However, he should be paid overtime compensation for the waiting time involved. Such waiting time is "standby" and not "on call". (See Interpretation dated January 23, 1957, Title 212.)

For Union: Ronald T. Weatley
Its Business Manager

For Company: R. A. Wilson
Its Industrial Relations Director

January 24, 1957

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LABOR AGREEMENT INTERPRETATION

Title 212 - Emergency Duty - Physical Agreement

Employees who have volunteered their services under the provisions of this Title are available for duty in case of emergency. They are referred to as being "on call" and the use of the term "standby" is incorrect.

An employee who is "on call" and available for duty is not working. His time may be used for his own purposes although he is required to leave word as to where he may be easily located and he is expected to be prepared to respond for emergency work should his services be required. He is not entitled to pay for the period in which he makes himself available.

An employee who is ordered to work but is told to await further instructions cannot use the waiting time for his own purposes. His waiting time in such case is referred to as "standby" and it is considered as time worked.

For Union: Ronald T. Weakley
Its Business Manager

For Company: D. J. Wilson
Its Industrial Relations Director

January 23, 1957