

**REVIEW COMMITTEE****PG and E**

PACIFIC GAS AND ELECTRIC COMPANY  
 245 MARKET STREET, ROOM 444  
 SAN FRANCISCO, CALIFORNIA 94106  
 (415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

**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

**CASE CLOSED**  
**LOGGED AND FILED**

**RECEIVED MAY 20 1987**

General Construction Grievance No. 3-1541-86-49  
 P-RC 1147

May 19, 1987

Subject of the Grievance**RECEIVED MAY 20 1987**

Failure to pay overtime for a change in work hours.

Facts of the Case

On April 9, 1986, the Company informed the Union that a unanimous vote by employees at this job site supported a change in hours of work to 6:00 a.m. to 2:30 p.m. from 7:00 a.m. to 3:30 p.m. Per Section 302.7(e)(2) overtime liability for the first four days of a schedule change is waived when Union and Company agree to such a change.

Union verbally agreed to such change which is in accordance with the practice in that area.

Union later grieved the failure to pay overtime due to Union's perception that Company pressured the employees to agree to this change in hours. This pressure was allegedly applied by informing the crew that a possible option would be that the City of San Jose could require night work to minimize the disruption to traffic and the hardship placed on local businesses due to congested road conditions and obstructed traffic flow.

Testimony gathered by the Local Investigating Committee clearly indicated that the crew had been advised by the Foreman that management had decided against assigning work on a night shift basis. The crew was asked if they were in favor of a 6:00 a.m. to 2:30 p.m. instead of the 7:00 a.m. to 3:30 p.m. schedule. The poll of crew members indicated unanimous support for the 6:00 a.m. starting time. The Local Investigating Committee found no evidence of improper pressures or coercion applied by management as they signed up to volunteer for the 6:00 a.m. to 2:30 p.m. schedule. Furthermore, employees were informed that they had the option to decline signing the proposal for changing to the 6:00 a.m. - 2:30 p.m. schedule. In addition, the majority of the crew members were satisfied with the change; citing such benefits as traffic-free commute hours; more time at the end of the day and more productive work environment during the early morning hours.

Discussion and Settlement

In reviewing the testimony, the Committee agreed that there was some apparent confusion about options available at the time the sign-up sheet was circulated through the employees, but that they were not pressured into signing the change of work hours sheet.

In those circumstances where the Company is aware that a change in hours is to occur sufficiently ahead of time as to allow written agreement, Company and Union written agreements should be submitted and signed prior to the effective date of such schedule change.

When there is a short lead time prior to a schedule change, oral agreement between Company and Union should be reached prior to the effective date of such change and immediately thereafter confirmed in writing.

Further, the Committee agreed no violation of the Contract had occurred.

Based on the foregoing, this case is closed without adjustment. Such closure should be noted in the Joint Grievance Committee minutes.



DAVID J. BERGMAN  
Review Committee

  
ROGER W. STALCUP  
Review Committee

RFBolf/RWStalcup:mc/kem