



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

JUL 15 1993

**CASE CLOSED
LOGGED AND FILED**

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

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

RECEIVED JUL 15 1993

Steam Generation Grievance No. MBP-92-3
P-RC 1667

KAREN BENTLEY, Company Member
Steam Generation
Local Investigating Committee

MIKE HAENTJENS, Union Member
Steam Generation
Local Investigating Committee

Subject of the Grievance:

This case concerns employees regularly working a 4-day, 10-hour schedule who were denied overtime and a meal after a new 4-day, 10-hour schedule was established under the provisions of Section 202.17 of the Physical Agreement.

Facts of the Case:

In February 1991, Local 1245 and Morro Bay Power Plant signed a local letter of agreement to establish a 4-day, 10-hour work schedule for the Maintenance Department. Work Hours were established from 0700 to 1730 Tuesday through Friday.

On May 8, 1992, Morro Bay Power Plant established a second shift to work on Unit #3, which had been damaged by a fire. The hours of the second shift were 1730 to 0330.

Once the second shift was established, employees were paid straight time for this 10-hour shift on their normal work days. Employees did not receive any payment for meals or meal time. Employees were paid overtime, travel time, meals, and meal time for work performed on their regular days off.

Discussion:

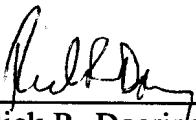
The Union noted that Section 202.17 specifically states that the Company may schedule employees at other than their regular work hours to repair plant equipment, with the provision that the work period is 8 hours. The Union maintains that the grievants are accordingly entitled to overtime after eight hours, a meal at dismissal, and one-half hour meal time.

The Company cited paragraph 9 of the February 5, 1991 Local Letter Agreement which provides the Company the right to temporarily change employees work hours from the 4-day, 10-hour schedule to the 5-day, 8-hour schedule for operating reasons "on an exception basis" and implies that the Company may temporarily change work hours, but remain on the 4-day, 10-hour schedule. The Company maintains that the grievants are not entitled to overtime, meals, and meal time based on the local letter of agreement signed by both parties.

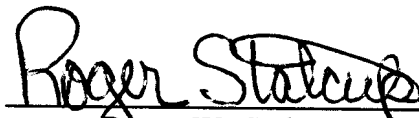
Decision:

The Pre-Review Committee noted that the local letter agreement was not consistent with the language in Section 202.17 and should be revised to note that the Company may temporarily change employees' work hours from the 4-day, 10-hour schedule to the 5-day, 8-hour schedule in accordance with Section 202.17. The Committee agreed that absent agreement between the Business Manager and Manager of Industrial Relations, Section 202.17 schedules are contractually required to be 8 hour schedules. It was further agreed that no remedy is owed in this case since the Company was acting in good faith on the basis of the local letter of agreement.

This grievance is closed on the basis of the above and such closure should be so noted by the Local Investigating Committee.



Rick R. Doering, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee

Date: 7/15/93

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