



REVIEW COMMITTEE

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IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
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SAN FRANCISCO, CALIFORNIA 94177
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**CASE CLOSED
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

**Pre-Review Committee File No. 1934
Local Grievance No. CTS 93-1**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Lula Washington
Union Member
Local Investigating Committee

Joe Cerruti
Company Member
Local Investigating Committee

The above mentioned case was settled by the Arbitration 199 Committee. The Committee agreed that based on the report optimum overtime was not a consideration before contracting was done. The Committee agreed to refer the case back to the Local Investigating Committee for final resolution. The reason the case was referred back to the Local Investigating Committee (LIC) was due to the difficulty with the LIC report in determining the liability and entitlements.

This Arbitration 199 Committee understands that more detail regarding the decision is needed by the LIC to settle the case. The following should aid in bringing this case to final resolution:

1. Time Frame covered by this settlement is July 1993 to January 14, 1994 (p. 6, item 6 of the LIC report).
2. The payment of 15 hours per week at the OT rate is to be based on wages in effect at the time for the time frame in item 1.
3. The 15 hours per employee will be reduced by the number of overtime hours worked by each employee during the time frame. An example would be, if the employee worked ten hours overtime during the week of December 6, 1993, then for that week that employee would be entitled to 5 hours of overtime pay.
4. If an employee covered by this settlement was absent due to vacation, sick, worker's compensation, or leave of absence, then for that period of time the employee was off he or she would not be entitled to pay for that period.
5. Entitlement is only for those employees covered under the 200 Titles of the Agreement.

6. Employees who elected VRI or VSI if any are not entitled to any payment.
7. Any payment made as the result of another grievance settlement for this same time period over a similar issue should be deducted from this award. If there was a settlement for example, of 10 hours pay at the overtime rate during the same period, and in this case the grievant was to receive 50 hours the 50 hours would then be reduced by 10 to 40 hours.

This should help in bringing this case to final resolution

Margaret A. Short
Margaret A. Short, Chairman
Review Committee
2/7/96
Date

Roger Stalcup
Roger W. Stalcup, Secretary
Review Committee
2/7/96
Date