



REVIEW COMMITTEE



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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
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R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**North Valley Division Grievance No. CHI-94-64
Fact Finding File No. 5994-95-11
Pre-Review Case No. 1960**

SUE AMPI
Company Member
Local Investigating Committee

MICKEY HARRINGTON
Union Member
Local Investigating Committee

Issue of the Grievance

This case concerns whether the grievant was properly paid for work performed on a regular workday.

Facts of the Case

The grievant is on a twelve hour schedule working the hours 7 p.m. to 7 a.m. On September 22, 1994 during his shift, he was prearranged to report for work at 3 p.m., four hours early on September 23.

The grievant was paid 45 minutes of travel time, four hours of overtime, and 30 minutes for a missed meal, all at the time and one-half rate. Beginning at 7 p.m. he was paid at the straight time rate until he was released from work at 7:00 a.m. on September 24.

Discussion

The Union cited Subsection 208.2(b) of the Agreement which provides for the double time rate for time worked in excess of 12 consecutive hours.

The Company cited Letter Agreement R1-90-153, the 12 hour shift generic agreement, Item 5(a) and (b) which state:

- (a) "No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate."

Discussion (con't)

(b) General: Overtime will be paid in accordance with the provisions of Sections 208.1, 208.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both Section 208.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday."


The Pre-Review Committee agreed that Letter Agreement 90-153 addresses the pay issue in this overtime situation. Item 5(a) is clear that no overtime is to be paid during regularly scheduled hours for employees on a 12 hour schedule. Item 5(b) modified 208.1(b) which reads in the Labor Agreement that overtime is to be paid for hours worked in excess of eight hours in a workday to overtime is paid only for hours in excess of regular scheduled hours on a workday. The effect of Items 5(a)(b) is that employees on 12 hour schedules who work their regularly scheduled 12 hours on a regularly scheduled workday will be paid at the double time rate for all hours worked in conjunction with and in excess of their regular schedule, even in a case like this one where the overtime assignment was prearranged to be performed before the start of the regular work day.

In application, the coding of the overtime must be done at the end of the day, after the employee completes their regular hours. If the employee were to go home sick or otherwise not work the full 12 regularly scheduled hours, the prearranged hours would remain paid at the time and one-half rate because the employee would not have worked in excess of their regular scheduled hours.

DECISION

In as much as the grievant worked in excess of 12 consecutive hours, the Pre-Review Committee is in agreement that the grievant should be additionally paid one-half time for the four hours of prearranged overtime from 3 p.m. to 7 p.m. on September 23, 1994, for the three-quarter hours of travel time, and for the one-half hour in lieu meal time at the wage rate in effect in 1994.

This case is closed based on the foregoing adjustment.


Margaret A. Short, Chairman
Review Committee


Roger W. Stalcup, Secretary
Review Committee

11/20/96
Date

11/20/96
Date