

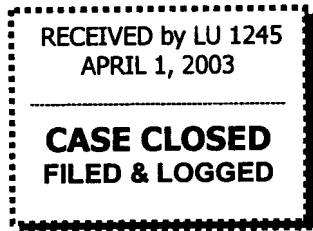
202.16; 202.17: Equity settlement will be paid to Willows CGT employees assigned to work hours other than their regular schedule.



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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SALIM A. TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Pre-Review Committee No. 13293 California Gas Transmission – Willows

Dawn Schmidt
Company Member
Local Investigating Committee

Kit Stice
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether employees were properly assigned to work hours other than their regular schedule and whether they were properly compensated.

Facts of the Case

The Gerber Compressor Station caught fire in 2001 and needed to be rebuilt. A contractor was secured for the reconstruction of the Station. In order to expedite the reconstruction, the contractor planned to work late.

Company wanted one bargaining unit employee on-site with the contract workers at all times. There are no employees headquartered at Gerber, however, there are employees at Willows who regularly service the Station.

Beginning in January 2002 Company engaged the Union Business Representative and Shop Steward in discussions about schedule changes to provide the needed coverage. Following those discussions, Company submitted a local letter agreement proposal to Union citing the enabler of Subsection 202.16(b). Union declined to sign the proposed letter agreement and indicated to Company, establish a Section 202.17 schedule, but do it correctly.

The employees at Willows regularly work a ten-hour schedule of 6:00 a.m. to 4:30 p.m., Monday – Thursday. The temporary schedule was established as 3:30 p.m. to 3:00 a.m., Monday - Friday with overtime being paid after 11:00 p.m. each day.

The new schedule began on February 4, 2002 and continued through April 5, 2002. Company initially assigned three Transmission Mechanics to work the schedule in one-week increments each. After the third week and the third employee, the Union notified the Company that their agreement was required to rotate employees through the schedule. Company ceased rotating employees and the Transmission Mechanic that was assigned to the third week continued on the assignment until April 5.

To provide on-site coverage during the day, a Willows Gas Transmission Technician was assigned to work at Gerber during his regular 10-hour schedule.

Discussion

Union opined that Company could not utilize the provisions of Section 202.17 for the Gerber rebuild for the following reasons:

- The nature of the work to be performed does not fall under one of the four reasons cited in 202.17.
- 202.17 is applicable to crew situations only. It is not applicable to individual employees.
- The employees assigned the second shift didn't actually work. They were just standing by.
- 202.17 requires the establishment of at least two eight-hour work periods. Company maintained the regular 10-hour day shift and added a 12-hour evening shift.

Union argued the proper way to staff this assignment would have been to schedule prearranged overtime for the evening hours additional to the employees' regular hours. If Company was concerned about employees working too long, employees could have been excused from their day schedule but nevertheless paid for those hours. As a remedy, Union seeks straight time pay for all hours of the regular schedule not worked and overtime for all hours worked outside of the regular schedule.

- Company opined that 202.17(a)(1) of the Agreement and the Clarification cite an emergency condition involving the maintenance, construction, or repair of plant or station equipment as a justification for establishing additional schedules under this Subsection. The Clarification indicates that an emergency situation exists when "it is important to the operation of the Company's system to reduce the length of time in which a piece of equipment is removed from service, and where it is not practical to assign more employees to the job during regular work hours. Such situations do not necessarily require that employees be scheduled to work on their non-workdays, although the urgency of a particular job might call for such measures." Company asserts that the rebuilding of Gerber Compressor Station meets these criteria.
- The Clarification indicates that 202.17 provides for the scheduling of day employees at other than regular work hours. Company believes that there are day employees that often work alone who could properly be assigned to a 202.17.
- In Company's opinion, the employees assigned the second shift did perform needed work even though not involved in the actual construction of the station.
- Had the Company changed the schedule of the employee assigned to the day schedule, he would not have received overtime on Friday.

- Finally, in 1995 the parties entered a comprehensive agreement that said the "Company and Union agree to work in partnership to reduce costs, maintain or improve system reliability, and support an environment in which safety is not compromised." This agreement also contained a section called "Work Rule Changes". It references Section 202.17, a clear indication that it is proper to utilize this section in Gas Transmission.

The above discussion notwithstanding, Company approached Union in good faith seeking agreement to establish a schedule to meet operational needs under the enabler in Title 202. Item IA4. of the Title 202 Hours Clarification states: "Company and Union will cooperate to develop schedules which provide for adequate public utility service and still meet the needs of employees engaged in rendering such service." Further, when Union complained about the rotation of employees, Company ceased.

The PRC agrees that one of the components for a proper 202.17 schedule is to have at least two eight-hour work periods at the straight rate of pay. These work periods may be extended through overtime assignments. In this case there was a 10-hour day schedule and an eight-hour second schedule.

Decision

In light of all the foregoing, the PRC believes an equity settlement to be in order. The employees that worked the second shift will be paid half time for the hours worked between 4:30 and 11:00 p.m. for the first four days of the schedule, but not for any hours where overtime was already paid. The 2002 rates of pay are to be used.

This case is closed on the basis of the foregoing adjustment and is without prejudice to the position of either party.

Margaret A. Short

 Margaret A. Short, Chairman
 Review Committee

4/1/03

 Date

Sam Tamimi

 Sam Tamimi, Secretary
 Review Committee

4-1-03

 Date