



REVIEW COMMITTEE

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PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
MAIL CODE P15B
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

**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

**San Francisco Grievance No. SFO-94-110
Pre-Review Committee No. 2050**

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

REVIEW COMMITTEE DECISION NO. 1809

TOM GUZA
Company Member
Local Investigating Committee

HUNTER STERN
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the manner in which overtime assignments are made and recorded in the San Francisco Gas Department. The issue specifically has to do with Section 212.8, unanticipated extension of the workday.

Facts of the Case

By letter dated August 29, 1994, Company notified Union of the cancellation of the San Francisco Division Gas T&D Overtime Policy, dated January 1992, stating that the Policy contained language that violated the Labor Agreement and that in the future Titles 208 and 212 would be followed. The copy of the 1992 Policy in the file is not signed by the parties, however, there is a note from the HR Advisor to the Business Representative indicating his revisions had been incorporated. The 1992 Policy reads in relevant part:

"Continuation of the Workday:

- A) Work that will continue beyond the end of the workday shall be charged and paid as POT. This work should be performed by the individual or crew already assigned to the job...
- B) The Company will attempt to accomplish unanticipated work which occurs within one-half hour before the end of the workday by

assembling the crew from those employees at work that day who are on the EOT list except where the late crew is available to perform said work. Work will be charged as EOT and paid as POT in accordance with 212.8 for crew members who are signed up on the EOT list"

Prior to 1992, there was a 1975 locally executed agreement that was similar in application to the 1992 agreement.

What led to the filing of this grievance was an assignment made on October 13, 1994. Normal work hours at that time was 7:00 a.m. until 3:30 p.m. At 2:30 p.m. the weekly 212 sign-up list was used to assemble a crew to perform work that the M&O Director knew would extend into overtime.

Discussion

Sections 208.12 and 212.8, and PRC 1118 et al, were reviewed and discussed. The parties are in agreement that prearranged overtime is work for which notice has been given to the employee by the end of a regular workday. Such notice could be for overtime on the same workday, as long as notice is given prior to normal quitting time.

Many lengthy discussions have taken place at each step in the grievance procedure of this case, and several opportunities were given for the local labor and management employees affected by this grievance to resolve the case in a manner that met their needs and was contractually compliant. Section 208.16(a) allows work groups to develop their own administrative procedures for prearranged overtime assignments.

At the heart of the issue is the unpredictability of the Gas Department work. Much of the work resulting in overtime is due to gas leaks. In San Francisco there are six crews assigned to gas leaks, one crew works late 9:00 a.m. to 6:00 p.m. As leaks are reported, they are assigned to the first available crew. In some cases, at the time of assignment it is not known whether overtime will result. For this reason, local management believed that Section 212.8 was the governing contract section and that such time should be recorded as emergency overtime, even though paid at the time-and-one-half rate. In other cases, it is clear at the time the assignment is made that overtime will be required to complete the required work.

The Union believed that recording this overtime as emergency overtime had an adverse impact on the equitable distribution of prearranged overtime. Those employees who were assigned jobs that result in continuing to work beyond regular work hours would

have the overtime hours worked posted as emergency overtime. If that were the case, those same employees would retain their relative position on the prearranged overtime list, and in fact may be "at the top of the list" for the next prearranged overtime assignment, even though they may have worked substantial numbers of overtime hours as extension of the workday during the same POT accounting period. For San Francisco Division Gas Department, this inequity was recognized and addressed in the 1975 locally executed POT Agreement. During discussions related to updating the 1975 POT Agreement in 1992, the same problem was again recognized and addressed, resolving the issue in the same manner as did the 1975 agreement.. It is noted, however, that the 1992 agreement was never properly executed by the parties. As a result, in Union's opinion, the 1975 agreement is still in effect.

Decision

The Review Committee agreed to settle this case as outlined below. Its application is to the San Francisco Gas Department only and is not intended to change system-wide practices or local administrative procedures. The procedure outlined below will remain in effect until the parties locally agree to other procedures pursuant to Section 208.16(a). The parties are encouraged to locally develop administrative procedures, and it is recommended that PRC 1118 be used as a reference.

All overtime assignments made prior to the last one-half hour of the regular workday will be recorded as prearranged. Such assignments will fall into one of two categories: 1) Assignments that originate during the day but prior to the last 30 minutes of the day 2) Assignments made prior to the start of the workday on which the overtime is to be worked; Saturday/Sunday work; or planned night work. (All the category 2 assignments listed above are assumed to have followed appropriate notice - that is, notice has been given by the end of the employee's preceding work period on a workday.)

The manner in which pre-arranged assignments are made in category 1 remains unchanged, e.g., gas leaks will be assigned to the first available crew.

Assignments made in category 2 will be from the pre-arranged overtime sign up list.

Assignments made during the last 30 minutes of the workday will be considered Section 212.8, unanticipated extension of the workday, and the weekly 212 sign-up list will be used, if practicable. Such overtime will be recorded as emergency overtime but paid at time-and-one-half.

This case is closed on the basis of the foregoing.

For the Company:

Margaret A. Short
William G. McLoughlin
Rod Maslowski
Bill Blastic

By: Margaret Short
Date: 1/14/98

For the Union:

Roger Stalcup
William Bouzek
Mike Grill
Sherrick Slattery

By: Roger Stalcup
Date: 1/14/98