



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Review Committee No. 12763 and 12883 OM&C – Electric Operations - Fresno

Idalina Calhoun
Company Member
Local Investigating Committee

Jim Lynn
Union Member
Local Investigating Committee

Subject of the Grievances

Both of these grievances concern calculation of pay for employees on 10 and 12-hour schedules who reported for overtime prior to the start of their regular work hours.

Facts of the Cases

12763

The grievant is a System Operator on a 10-hour schedule. On May 7, 2001 he was scheduled to work 1400 – 0000. He was called-in to work and started at 0900. He was paid double time from 0830 (1/2 hour travel time) to 1400; two in-lieu meals plus 1/2 hour for each missed meal. He was paid straight time for his regular hours and released at 0000.

On May 8, 2001 he was also called-in early, and started at 0845. Again, he was paid at the double time rate for 1/2 hour travel time; two in-lieu meals plus 1/2 hour for each missed meal. He was paid straight time for his regular hours and released at 0000.

12883

The grievant is a System Operator on a 12-hour schedule. On July 8, 2001 he was scheduled to work 1830 – 0630. He was called-in to work and started at 1600. He was paid double time from 1530 (1/2 hour travel time) to 1830; three in-lieu meals plus 1/2 hour for each missed meal. He was paid straight time for his regular hours and released at 0630.

Discussion

The Union seeks to have the grievants paid at the double time rate for all hours worked in excess of 12 consecutive, pursuant to Section 208.2(b). This would require the payment of overtime during their regularly scheduled hours.

Company responded that this issue has been addressed in the grievance procedure before and settled by PRC 1960. The resolution of the issue is based on the language of the generic 10 and 12-hour agreements (L/A 93-96 and 93-98) which contain specific language that states:

"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."

Union stated they were aware of PRC 1960 but that the Committee erred in agreeing to it. Union noted that the generic hours agreements modified the definition of Section 208.1(b) so that overtime was not required to be paid for time worked in excess of eight on a workday. However, no change was made to Section 208.2(b) which provides for the payment of double time for work in excess of 12 consecutive hours. Union explained that the language prohibiting the payment of overtime during regular work hours was to prevent employees on alternate work hours from seeking overtime for work in excess of eight.

Company responded that the language in the hours agreements is clear and unambiguous and formed the basis for PRC 1960. To change that decision, the parties would need to agree to change the language of the generic hours agreements.

The parties are in agreement that when employees on eight-hour schedules work in excess of 12 consecutive hours, the double time rate is paid, even if that is during their regularly scheduled hours. Members of the Review Committee also called various time clerks, as well as Payroll. Payroll indicated they pay as submitted by the time clerks. The response from the time clerks indicated some were following PRC 1960 and some were paying in the manner applied to eight-hour employees.

Decision

The Review Committee agrees and supports a change or clarification to the generic hours agreements so that employees on alternate work schedules could be paid double time during regular work hours when working in excess of 12 consecutive hours.

These cases are closed without adjustment.

For the Company:

Margaret A. Short
Ernie Boutte
Dave Morris
Malia Wolf

For the Union:

Sam Tamimi
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Margaret Short

By: Sam A. Tamimi

Date: 9/26/02

Date: 9-26-02



LETTER AGREEMENT NO. 02-61-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
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STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,
BUSINESS MANAGER

November 27, 2002

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Consistent with the recommendation of the Review Committee in Decision Numbers 12763 and 12883, Company proposes the following to provide a permanent and consistent approach to compensating employees on alternate work schedules. This letter agreement also cancels and supersedes Pre-Review Committee Case No. 1960.

In each of the generic alternate work schedule letter agreements, 93-96 (10 hour), 93-97 (9 hour), and 93-98 (12 hour), under the topic of Overtime there is the statement:

"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."

The Overtime section of each of the generic letter agreements go on to modify Subsection 208.1(b) and Subsection 12.1(b) of the Contracts so that overtime is paid for time worked in excess of regular scheduled hours on a workday instead of time worked in excess of eight consecutive hours. However, there was no change to the Contracts in the application of Section 208.2, the double time provisions.

In settling PRC 1960, the parties relied on the above quoted language from the generic agreements. In settling RC 12763 and 12883, the parties determined there are inconsistencies in pay application.

In order to provide a consistent approach, Company proposes that employees will be paid double time for all hours worked in excess of twelve consecutive hours worked and the payment of double time may occur during regularly scheduled work hours. This pay provision shall be effective with the ratification of the 2002 General Negotiations Table Agreement.

Local Union No. 1245, IBEW

-2-

November 27, 2002
L/A 02-61-PGE

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: _____


Stephen A. Rayburn
Director and Chief Negotiator

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICALWORKERS, AFL-CIO

By: _____


Perry Zimmerman
Business Manager

July 11, ³ 200~~2~~