



REVIEW COMMITTEE

308.8 - Definition of
Prearranged
Overtime

DEC 21 1989



PACIFIC GAS AND ELECTRIC COMPANY
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**CASE CLOSED
LOGGED AND FILED
RECEIVED NOV 28 1989**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

General Construction Grievance 3-1899-89-4
P-RC 1343

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

November 3, 1989

BYRON TOMLINSON, Chairman
General Construction
Joint Grievance Committee

BARRY HUMPHREY, Chairman
General Construction
Joint Grievance Committee

Grievance Issue

Company's alleged failure to properly notify employees for pre-arranged overtime.

Facts of the Case

On Thursday, December 15, 1988, during regular workhours, Line Construction Crews from the San Jose area were dispatched to Redwood Region to aid Region crews repair storm damage. The crews at this time were not notified of the duration of the assignment, but overtime would be involved.

On Thursday, the crews were properly paid at the prearranged overtime rate. The work performed on Thursday continued into late Friday evening. The majority of employees worked 18 hours Thursday and 22 hours on Friday. Pay for both days were paid at the proper prearranged rate.

On Saturday after a brief rest, the crews were called back to work and worked anywhere from 8 to 18 hours. Some overtime was paid at the one and one-half rate and coded as pre-arranged overtime. This is the issue in the grievance.

On Sunday, the remaining crews returned to their headquarters. Overtime was paid at the double time and at the time and one-half rate.

The General Foreman testified that he told two Subforemen and two exempt Foremen that the work would probably last at least until Saturday and could probably be until Sunday but did not give any specific times.

Testimony from a Subforeman indicated his crew was only "told to stay until the work was done and that he was not given any idea how long it would last." Further testimony from one of the exempt Foremen was that he had talked with the General Foreman and that "they did not have any idea how long they would be there."

November 3, 1989

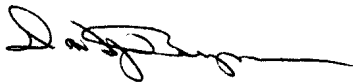
Discussion and Decision

The Committee discussed this case at length and also discussed other overtime cases. Company members of the Committee opined that proper notice was given on Thursday, December 15, prior to the end of work hours and, therefore, the subsequent work time should be considered pre-arranged overtime. Given the uncertainty as to the severity of the storm damage and hence the duration of such assignment to the Region, such work orders are practical. Union Committee members indicated that with the open-endedness of the assignment could have lasted through Sunday, Monday, or longer and the employees only have been eligible to receive time and one-half. Union further pointed out inconsistencies in the testimony indicating that it was, at best, unclear as to what was told to the employees about the duration of the assignment.

There is no evidence in this case that the employees were properly notified by the end of the preceding work period on a workday of the overtime assignment for Saturday and Sunday, and those days are not considered prearranged. Thursday and Friday it appears proper notice was given, and the overtime hours worked are considered to be prearranged.

Therefore, as settlement in this case, the Company agrees to pay double time for the hours worked on Saturday, December 17, and Sunday, December 18, 1988 for those employees identified in the Local Investigating Committee.

Based on the foregoing, this case is considered closed and such closure should be so noted in the Joint Grievance Committee minutes.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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