



REVIEW COMMITTEE

IBEW



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RECEIVED OCT 09 1995

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

Contra Costa Power Plant Grievance No. CON-94-21
Fact Finding File No. 5610-94-59
P-RC File No. 1747
Sierra Division Grievance No. AUB-93-3
Fact Finding File No. 5488-93-126
P-RC File No. 1751

Subject of Grievances: These cases concern whether or not premiums should be paid at a factored rate for employees who are on 12 hour schedules.

Discussion:

In 1993, the U. S. Department of Labor Wage and Hour Division completed a review of the company's alternative shift schedules. They had two findings: 1) that the overtime multiplier had not been applied to shift premium pay or fire brigade pay (resulting in an underpayment of wages) and 2) that the shift premium and fire brigade pay was not being paid at the factored rate (resulting in an overpayment of wages.)

Letter Agreement 93-153, paragraph 13, provides in part that "For the purposes of the eight hours' overtime contained within the normal 48-hour workweek, the overtime multiplier shall not be applied to the shift premium." However, inasmuch as the DOL determined that this was in violation of law, the Company began to apply the overtime multiplier to premiums in accordance with the provision of Section 500.5, and made the necessary backpay adjustments.

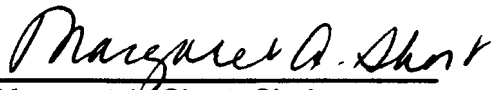
Additionally, the Company was also directed that the law required applying the factored rate to premiums but was able to convince the DOL not to require reimbursement for overpayments. However, in accordance with Section 500.5, the company began to correctly apply the factored premium rate for the last 8 hours in the 48 hour week.

In summary, it appears that employees are earning more after the DOL required changes than before.

Decision:

The committee agreed that the intent of bargaining over 12 hour alternate work schedules was that the agreement be cost neutral. In other words, the intent was that the employee should earn the same amount of money during a normal two-week workperiod on a 12 hour workday schedule as he or she earned on an eight hour workday schedule.

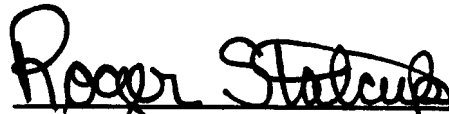
The findings of the DOL changed the way that premiums are handled under 12 hour work schedules, in some cases benefiting the employee and in others not. The committee therefore agreed to close this case without adjustment and to recommend the establishment of an ad hoc committee that will review 12 hour work schedules with the original objective that the schedules remain cost neutral. In the event the ad hoc committee is unable to resolve the issue presented in this case, the Pre-Review Committee shall retain jurisdiction.



Margaret A. Short, Chairman
Review Committee

10/9/95

Date



Roger W. Stalcup, Secretary
Review Committee

10/9/95

Date