

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

**CASE CLOSED
 LOGGED AND FILED**

NOV 2 1982

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

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION East Bay Division Grievance No. 1-1434-81-241
 LETTER DECISION Review Committee File No. 1535-82-241
 PRE-REVIEW REFERRAL

Subject of the Grievance

The Union alleges that on two separate occasions, the grievants, members of the Electric T&D Department, East Bay Division, were required to stand by shortly after the conclusion of their workday. On one occasion, the grievants were paid 45 minutes at time and one-half, and on the other occasion, the grievants were not paid.

Discussion

The first incident, at issue in this case, occurred on August 26, 1981. The grievants, a Line Subforeman and a Lineman, had remained in the headquarters following the end of their workday at 4:00 p.m. They were contacted by their General Foreman in the parking lot at approximately 4:20 p.m. and were told to stand by in anticipation of the need to perform work. Without performing any work and without leaving the headquarters, they were dismissed at approximately 5:05 p.m. Both were paid at time and one-half for the period between 4:20 p.m. and 5:05 p.m.

The second incident occurred on September 1, 1981, with the grievants, a Line Subforeman and two Linemen who, according to the testimony, were told by the Field Foreman at approximately 4:07 p.m. to stand by and that they would be needed to perform work. The evidence indicates that the employees began to question the Foreman as to what their rate of pay would be, that is, time and a half versus double-time. When they were subsequently told by the Foreman that they would be paid time and a half, the crew members declined to work, and according to the testimony in this case, the Foreman released them at 4:27 p.m. and called out another crew.

The Committee discussed previous Labor Agreement Interpretations dated January 23, 1957 and January 24, 1957, and Review Committee Decision No. 144. This was done to determine whether or not these employees were entitled to be paid as if they were called out under Title 212 of the Physical Agreement, and therefore, entitled to a two-hour minimum under Section 208.8 of that contract or whether the employees were truly placed on "standby". The Committee notes that none of the grievants were called from their homes or from other locations away from the job headquarters, and further that no work assignments were given to the grievants on either date. The Committee concludes, therefore, that the employees, although contacted following the end of their workday (which is normally the trigger for an emergency callout) were

not actually called to work but were told to await further instructions. This, therefore, is standby, as defined in the Labor Agreement Interpretation dated January 24, 1957.

The Committee then discussed the appropriate rate of pay for the employees involved and concludes, after researching an earlier grievance settlement and the above-mentioned interpretations and Review Committee Decisions, that this stand-by time is to be considered as time worked and should be compensated at the double-time rate for work which is outside the normal hours of work and is neither prearranged nor a continuation of such workday.

Decision

On the basis of the above, the employees involved should be paid at the double-time rate of pay for 45 minutes on August 26, 1981. They have already received time and one-half for this period. The grievants involved in the incident of September 1, 1981 will be paid at the double-time rate of pay for 15 of the 20 minutes they stood by. This is in accordance with Section 208.1 of the Physical Agreement wherein overtime is compensated to the nearest quarter hour. On the basis of the foregoing, this case is considered closed.

FOR UNION:

L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By

Date 10-28-82

FOR COMPANY:

G. W. Abrahamson
R. L. Choate
P. Pelucca
R. W. Stalcup

By

Date 10/29/82