

REVIEW COMMITTEE



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

MARGARET A. SHORT, CHAIRMAN

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

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 ½ hour for each missed meal. He was paid straight time for his regular hours and released at 0000.

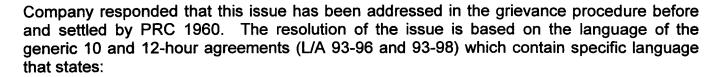
On May 8, 2001 he was also called-in early, and started at 0845. Again, he was paid at the double time rate for ½ hour travel time; two in-lieu meals plus ½ hour for each missed meal. He was paid straight time for his regular hours and released at 0000.

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 $\frac{1}{2}$ 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.



"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: <u>Number Short</u>

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 ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 925-933-6060

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.

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

Local Union No. 1245, IBEW

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

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

Business Manager