



REVIEW COMMITTEE

IBEW



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Robin Wix, CHAIRMAN

F. E. (ED) DWYER Jr, SECRETARY

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Review Committee Numbers 21802 & 21844 Gas Operations – Field Services – San Francisco

Revised Decision

Michelle Roberts
Company Member
Local Investigating Committee

Landis Marttila
Union Member
Local Investigating Committee

Subject of the Grievance

These cases concern the appropriate rate of overtime for a Gas Service Representative who was called into work prior to the beginning of his pre-arranged overtime assignments.

Facts of the Case

In RC 21802, the grievant was pre-arranged to work an overtime shift from 1:00 p.m. to 9:00 p.m. At approximately 8:30 a.m. the dispatcher called the grievant believing that he was to be at work already. The grievant reported to work at 9:30 a.m. The grievant worked into and through his scheduled prearranged assignment and was paid at the 1.5X rate.

In RC 21844, the grievant was pre-arranged to work an overtime shift from 1:00 p.m. to 9:00 p.m. At approximately 10:45 a.m. the grievant was called off the Emergency Overtime list. The grievant reported to work at noon. The grievant worked into and through his scheduled prearranged assignment and was paid at the 1.5X rate.

Discussion

At issue in both of these grievances is whether the rate of overtime should have been the 2X rate rather than 1.5X, given that the grievant was called into work. In discussing these cases, the Committee reviewed the relevant precedential grievance settlements:

- Review Committee 1064 – Employees who had been pre-arranged to work overtime were contacted three hours before the start of their assignment and instructed to report as soon as possible. The Committee agreed that the 1.5X rate was appropriate as the report time for the pre-arranged assignment was merely accelerated and the assignment continued as it had been scheduled.

- Review Committee 1499 – Employees who had been pre-arranged to work overtime were contacted five hours before the start of their assignment and instructed to report as soon as possible. As in RC 1064, the Committee agreed that the 1.5X rate was appropriate as the report time for the pre-arranged assignment was merely accelerated and the assignment continued as it had been scheduled.
- Fact Finding 3588 – An employee who was called out for emergency work and then proceeded to a pre-arranged overtime assignment was entitled to the 2X rate for both assignments on the basis of Section 208.2(c) which reads: “if following an employee dismissal from work or on an employee’s non-workday, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-workday”
- Pre-Review Committee 2076 – Contact Center employees who were prearranged to work were called in early due to an unexpected number of calls resulting from an outage caused by a switching error. The Committee agreed that the 1.5X rate was appropriate as the report time for the pre-arranged assignment was merely accelerated and the assignment continued as it had been scheduled.
- Pre-Review Committee 2184 – General Construction employees were pre-arranged for work in connection with a plant outage. The assignment was accelerated by 13 hours. The Committee agreed that the 1.5X rate was appropriate as the nature of the work remained the same.

In applying these decisions to the grievances at hand, the Committee agrees to the following:

In RC 21802, there was clearly a misunderstanding. The record indicates the nature of the work was the same (e.g. responding to gas service tags). In RC 21844, the employee was called in off the 212 list to respond to gas service tags, resulting in an acceleration of the start time of his prearranged assignment.

The Committee agreed that in both of these instances, consistent with RC 1064, RC 1499, PRC 2076, and PRC 2184, the 1.5X overtime rate was appropriate, as the start time was accelerated. The Committee also agreed, however, that there may have been some confusion and inconsistency in the past, and therefore also agreed to a non-precedential equity settlement of the difference between the 2X and 1.5X rate for the hours which the grievant reported before the scheduled start time in RC 21802.

The Committee agrees that in the case of overtime work, the Company has the sole discretion to either accelerate the start time of a prearranged overtime assignment or consider it as a separate overtime assignment and call off the emergency overtime list. When the Company opts to accelerate an employee’s prearranged start time, the entire assignment is paid at the 1.5X rate (consistent with the above referenced cases). When treated as a separate assignment, and an employee is called off the emergency overtime list, the assignment is paid at the 2X rate until dismissed (consistent with FF 3588).

Decision

The Committee agrees to close these grievances on the basis of the above understandings. The Review Committee mutually agreed this revised decision cancels and supersedes RC 21802 & 21844 signed decision dated April 23, 2014.

For the Company:

Robin Wix
Rod Williams
Tanya Moniz-Witten
Chris Zenner

For the Union:

Kit Stice
John Blaylock
Jim Brager
Karen Russell

Robin Wix 4/20/15
Robin Wix, Chairman Date
Review Committee

Kit Stice 4/20/15
Kit Stice, Secretary Date
Review Committee