

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
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*Union Memo*  
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**IBEW LOCAL UNION 1245**

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East Bay Shop Stewards:

Attached is the emergency overtime clarification for East Bay Division. Paragraphs 1 and 7 have been revised. Paragraphs 8, 9 and 10 have been added.

This clarification is to be used in conjunction with Title 212 of the Agreement.

If you have any questions please call me.

Fraternally,

*Darrel Mitchell*

Darrel Mitchell  
Business Representative

## EAST BAY DIVISION EMERGENCY OVERTIME PROCEDURE

### Clarification and Recommended Administrative Procedures to be followed using Title 212

1. Subsection 212.1(a) and (b)....These paragraphs explain the employee's obligation to be readily available for call out when he has volunteered, i.e., signed the weekly call-out list. The Company's obligation will then be to call the volunteer from the weekly list in the headquarters, who has the least amount of recorded emergency overtime hours. Once that weekly list is exhausted, the Company has no contractual obligation to distribute overtime equitably among the employees.

In Diablo District, calls to adjacent headquarters, i.e., between Antioch, Concord and Walnut Creek, may be made after the weekly list and employee roster are exhausted in the headquarters where the emergency exists. In such case, both weekly lists for the adjacent headquarters will be exhausted before calls are made from the employee rosters. In calling from these weekly lists, all the rules of Title 212 will apply.

Joint Grievance Committee Case No. 1-74-5 outlines the ground rules for allowing General Construction Department employees to work emergency overtime. They are:

- a. When General Construction personnel are working with District crews and an extension of the work day is required to complete work expected to be completed that day.
- b. When overtime is required to complete G.M.'s and W.O.'s assigned to General Construction.
- c. When all District crews are being worked overtime and have been called, and additional assistance is required.

Additionally, General Construction crews may be called when the nature of the emergency is such that their assistance is required.

2. Subsection 212.3(a)...."Ordinary travel conditions" are defined as those conditions which exist at the time of the call out, and do not necessarily refer to the normal commute conditions encountered by the employee in traveling to work daily.

Employees who sign the weekly call-out list may designate certain times during that week when they will not be available for call by notifying the on-call supervisor at the time the weekly list is posted. Employees will be allowed to indicate one 24-hour period (example: a 24-hour period would be Tuesday, 4:30 p.m. to Wednesday, 4:30 p.m.) when they may wish to be off in any given weekly sign-up period, without incurring the penalty clause, Subsection 212.11(e). Those employees with other personal commitments will be allowed to be off two times during the week, Monday through Friday hours being 4:30 p.m. to 12 midnight, as well as the one 24-hour period.

Any employee who wishes to remove himself after the weekly call-out list has been posted and is in effect, may do so by notifying the on-call advisor in which case he will be removed for the duration of the week.

The list referred to in Subsection 212.2(a) will be the 6-month list, or master record, which will be in effect from January 1 through June 30, and July 1 through December 31, each year. In East Bay Division all employees on this list will be

FAST BAY DIVISION EMERGENCY OVERTIME PROCEDURE (continued)

reduced to zero hours at the beginning of each new accounting period. The order of priority for first call out in each new accounting period will be based on seniority, with the employee having the earliest employment date called out first. Employees who sign this list are not committing themselves to be readily available for call out. They are merely indicating an intention to sign the weekly call-out list some time during the accounting period. An employee who does not sign this list prior to the new accounting period will be allowed to sign after the accounting period begins and his time will be credited as outlined in Subsection 212.5.

3. Subsection 212.3....The districts should establish a procedure to notify the on-call advisor of employees on the weekly sign-up sheet who go home sick during the work day. Subsection 212.3 states that an employee off sick during his regular work hours will not be called or credited with any overtime until he returns to work on a regular work day. In order to assure that we abide by that language, it is important that some procedure for notification be established.
4. Subsection 212.4....The actual work time referred to in this Subsection includes travel time and meal time, and does not mean the time between call out and the time the individual begins to travel to work.
5. Subsection 212.6 and 212.9...."Mean" is arithmetic average.
6. Subsection 212.10....Note carefully the language in this Subsection requiring written agreement for any changes in emergency overtime procedures now existing for service personnel.
7. Subsection 212.11(e)....Means exactly what it says. If the employee has signed the weekly list, and is otherwise not excused, he will be removed from the list if he fails to respond more than three times in the accounting period. No response means: no answer, not at home, or refuses to work.

The only exception occurs during the employee's "commute" home, in that he will not be charged for "no answer or not yet home" for 30 minutes following the end of his regular work hours.

8. When a no answer or busy signal is reached, the on-call supervisor will immediately re-dial to ensure that the correct phone number has been dialed. If there is still a "no answer or busy signal", this ends Company's obligation to that employee.
9. If an employee is called and does not respond, this ends Company's obligation to call that employee for subsequent emergencies during the call-out period (e.g., 4:30 p.m. to 8:00 a.m. on weekdays, and Friday to Saturday morning). The call-out period for Saturday and Sunday will be 24 hours each day (e.g., 8:00 a.m. Saturday to 8:00 a.m. Sunday, and 8:00 a.m. Sunday to 8:00 a.m. Monday). In turn, the employee will only be charged for the one call made during each call-out period.
10. When no bargaining-unit foreman has signed the weekly list, the #1 journeyman (i.e., lowest accumulated overtime) on such list may be called out and temporarily upgraded to such position. When 2 or more journeymen are called out and no bargaining-unit foreman is available, the employee with the greatest service will be upgraded.

ASSIGNMENT OF ACCRUED OVERTIME FOLLOWING PROMOTION OR TRANSFER

Whenever an employee is promoted into a new classification or transfers from one headquarters to another, problems are encountered as to his rights to overtime assignment. Company and Union have agreed that whenever this happens the employee involved will be credited with overtime hours equal to the average of employees in the classification into which he promotes or transfers in the headquarters involved. This means that if there are four Fitters who have volunteered in a headquarters and they have accrued 20, 25, and 30 hours each respectively, a new Fitter at the headquarters will be assigned an arbitrary 25 hours as his listed overtime credit. Further distribution of overtime in this group will be based on records showing accruals of 20, 25, 30, and 25 hours for each Fitter.

A variation of this problem occurs whenever an employee is upgraded for an extensive period of time under payroll change tag. To consider the upgraded employee for overtime in the higher classification, he should be assigned the average hours of the group into which he is upgraded. His accrued hours in this basic classification will be credited for all hours of overtime worked in the higher classification. Thus where a Fitter with 50 hours is upgraded to Light Crew Foreman and the average of the Light Crew Foremen group is 60 hours, he will receive overtime as a Light Crew Foreman based upon the 60 hour average and all hours worked on overtime as a Light Crew Foreman will be credited to his arbitrary Light Crew Foreman hours as well as his accrued hours as a Fitter. In this example, if he worked five hours overtime as a Light Crew Foreman, his Light Crew Foreman account would show a credit of 65 hours and his Fitter account would show a total credit of

55 hours. Any further overtime assignments as a Fitter when he returns to his classification will be based upon 55 hours of accrued overtime.

In case of temporary upgrade during an emergency overtime situation, the man in the next lower classification who is qualified, with the least amount of overtime hours, will be called for the upgrade. The hours worked will also be charged to his regular classification.

#### RECOMMENDED METHOD OF DISTRIBUTION

All emergency overtime whether assigned to crew members or service personnel should be distributed under a formal system. The rights of employees to equal distribution depend upon two things: (1) a voluntary sign-up for emergency duty prior to the actual overtime assignment, (2) location of residence close enough to the service area to indicate prompt response to trouble.\* If these two conditions are satisfied by the employee, Company supervision is obligated, without reference to superior talents or crew call-out preferences, to assign the overtime on the basis of equitable distribution. In order for any system to work, it must be clearly understood that those volunteering for emergency overtime are making a definite commitment to either remain at home or within telephone reach of Company supervision. In turn, the Company recognizes that the volunteer with the least hours recorded will be the first person called for in the event of an emergency. The following procedure is recommended:

- (1) Set up a master log categorized by classification which will reflect all hours of emergency work performed by each employee for one accounting period. Establish the periods of October through March and April through September as the basic accounting periods. At the end of March and at the end of September of each year all recorded emergency overtime will be cancelled so that everyone in a classification begins again on the first of the

\*If a question arises on an employee's location of residence, each case will be looked at individually by a Company-Union Committee.

following month at zero hours. This cancellation is to be made without reference to minor variations in overtime worked by employees.

(2) Establish a sign-up procedure whereby a form will be posted in each headquarters on Monday and Tuesday of each week soliciting voluntary sign-up for overtime for the period of the following Friday at 6 p.m. through the next Friday at 8 a.m. The list should provide for sign-ups by classification. It is to be removed on Tuesday evening and reposted Wednesday afternoon showing the names of those who have volunteered by classification, with the employees having the least overtime accrued at the head of the list.

An employee who has signed the weekly sign-up sheet will be allowed to remove himself in increments of 24 hour periods if he notifies the on-call supervisor on the morning preceding his requested removal from the list.

(3) Mimeographed copies of each weekly sign-up list should be issued to the parties responsible for calling out employees for emergency duty. The employees will have the obligation for the complete sign-up period without reference to the amount of overtime they may or may not be given. A supervisor making overtime assignments should log all hours worked so that they may be credited by the Department clerk on the master log. In addition, whenever an employee is called but does not respond, this fact along with the hours involved should also be recorded for entry into the master log. Any employee who repeatedly fails to respond shall be deemed to have forfeited his rights to emergency overtime during that accounting period and will not be considered for further call-outs. Additionally, all hours involved where an employee does not respond will be charged against his account just as though he had actually worked the overtime.

(4) As Section 212.1 only concerns itself with emergency overtime, the accounting log should not be concerned with prearranged overtime. A log for prearranged overtime should be kept separately. Additionally, overtime which occurs as an extension of a workday, which by definition may be classified as emergency in the contract, shall be credited to the emergency overtime log. It is important to note, however, that work assignments for emergency work as an extension of a workday will not be changed in order to assure equal overtime account as a reflection of total emergency overtime received and becomes important later in making assignments of true emergency duty. It is further understood that the contract deals with emergency overtime and prearranged overtime and does not concern itself with our accounting definition of routine overtime.