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D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

REVIEW COMMITTEE

CASE CLOSED
LOGGED AND FILED
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MAR - 8 1989

110.2(a) - Shift Premium,
when due, at
which shift
premium rate.



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

Stockton Division Grievance No. 16-519-87-6
San Joaquin Region Grievance No. REG-21-87-139
P-RC 1252 & 1306

December 22, 1988

RICK KANGAIL, Company Member
Stockton Division
Local Investigating Committee

ROBERT GIBBS, Union Member
Stockton Division
Local Investigating Committee

Subject of the Grievances

These grievances concern a System Operator's entitlement to the shift premium under varying sets of facts.

Facts of the Cases

P-RC 1252 involved four different dates. On two of the dates grieved, the grievant was scheduled to relieve an absent employee on the first shift (7:00a.m.-3:00p.m.). On the other two days, the grievant was scheduled to work the "twenty-first watch". On all four days, the grievant was prearranged to perform switching at 5:00a.m. The grievant was not paid shift premium on any of the days because the work performed prior to beginning relief on the first shift was not related to the work of the third shift.

In P-RC 1306 the grievant was called out for emergency overtime assignments on two different dates. On the first date the grievant was assigned to check station alarms and report targets and worked from 7:45p.m.-12:00a.m. On the second date the grievant was assigned to perform switching from 6:15p.m.-11:00p.m. The grievant was not paid shift premium on either day because he was not assigned to fill a shift and was not assigned to perform work related to the shift in progress.

Discussion

Recognizing that these cases posed a number of questions concerning the application of Section 110.2 of the Agreement, Company members of the Committee conducted a cursory survey of the system and discovered that practices relating to the payment of shift premium vary widely. In addition, the Payroll Department was contacted to see if they could shed any light on pay practices in this area. They could not. The Committee was also faced with a paucity of

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previous precedential grievance settlements covering this contract section. That being the case, the Committee was left with examining a literal reading of the contract section in an attempt to discover its intended application.

The Committee agreed that the language denotes different shift premium application for three different scenarios:

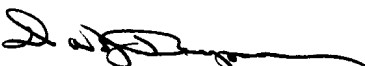
1. Regular workday where all work performed is contiguous with regular work hours: The employee is paid the shift premium in effect for the regular work hours.
2. Regular workday where the work performed is not contiguous with regular work hours: The employee is paid the shift premium in effect for the shift in progress at the time the employee reports for work (exclusive of travel time).
3. Non-workday: The employee is paid the shift premium in effect for time worked based on the shift in progress at the time the employee starts work (exclusive of travel time).

In its discussion, the Committee further noted that if there are no regularly scheduled shifts other than first shifts as defined in Section 110.1 there is no entitlement to shift premium. For example, in a T&D department with only a day schedule, employees would not receive a shift premium regardless of whether they were pre-arranged or called out to work at other than their regular work hours because there is not "shift in progress" as of the time the employee starts such work. In addition, Review Committee Decision No. 922 answers the question of the applicability of shift premium to a shift employee called out for emergency overtime. The decision determined that shift premium is to be paid consistent with the three scenarios above. Further, Section 110.2 does not restrict the payment of shift premium to employees filling a vacant shift.

Decision

The Committee agrees that applying the above, the grievant in P-RC 1252 is entitled to third shift premium for all hours worked on the four days in question. In P-RC 1306, the grievant is entitled to the second shift premium for all hours worked.

With these adjustments the grievances are considered closed and such closure should be noted by the Local Investigating Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

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