

PG&E

FOR INTRA-COMPANY USES

DIVISION OR
DEPARTMENT

INDUSTRIAL RELATIONS

FILE NO.

741.5

RE LETTER OF

SUBJECT

Review Committee File Nos. 688-66-10 and 698-66-20
Hours of Work - Temporary Upgrade of Helper to Serviceman

RECEIVED

JUL 8 1975

L.U. 1245 I.B.E.W.

July 8, 1975

MR. F. L. NETTELL, Chairman;
San Jose Division
Joint Grievance Committee

MR. C. E. ALTMAN, Chairman
East Bay Division
Joint Grievance Committee

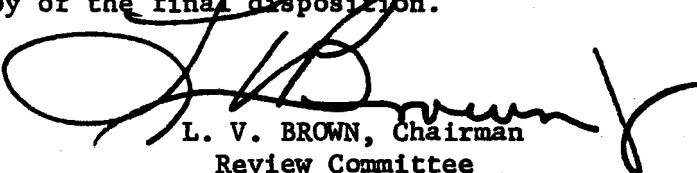
The above-subject grievances have been discussed by the Review Committee and are being returned to the Division for settlement in accordance with the following:

Inasmuch as these grievances concern the intent and application of Labor Agreement Clarification, Title 202, "Hours" dated April 1, 1965, the Review Committee agrees that the clarification as written does not provide an answer to the issues posed in the grievances, and the Review Committee is in no position to resolve the cases. As of July 2, 1975, the Company and Union amended the clarification (attached), and in the opinion of the Review Committee there is now a basis for settlement of the issues, and to that end agree that the grievances will be settled in accordance with the amended clarification.

In Review Committee File No. 688, the grievants' regular schedules were not changed when they were upgraded for the times in question, therefore, pursuant to IIC.1.(e) of the "Hours" Clarification they are not entitled to the correction asked for.

Review Committee File No. 698 indicates that the grievant was not assigned a regular schedule but was used on a daily basis at different hours of the day and paid at the straight rate of pay for all the days in question. In view of the amended clarification, the Review Committee agrees that the grievants' regular schedule should have been 8:00 AM to 4:30 PM and any hours worked outside this schedule should have been at the appropriate overtime rate of pay as provided for by the Labor Agreement at that time. Therefore, the grievant is entitled to overtime as outlined above.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.


L. V. BROWN, Chairman
Review Committee

DJBergman:rto
Attachment

cc: VHLind
WDSkinner
IWBonbright
Personnel Managers
LNFoss, IBEW

PACIFIC GAS AND ELECTRIC COMPANY

PG&E +

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

April 3, 1975

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

To settle some grievances which have arisen since April 1, 1965, and as a result of numerous discussions on the subject of the Labor Agreement Clarification to Title 202 "Hours," Company proposes to add the following to the Clarification dated April 1, 1965:

- II. C. 1. (d) When an employee whose regular work hours are 8:00 AM to 4:30 PM with 1/2 hour for lunch is upgraded to replace a service employee whose regular work hours are 8:00 AM to 5:00 PM or 8:30 AM to 5:00 PM, the upgraded employee will work a schedule of 8:00 AM to 4:30 PM during the first workweek involved in such upgrade. If such employee is needed after 4:30 PM during such first workweek, he will, nonetheless, work between 12:30 PM and 1:00 PM and be paid at the overtime rate for all time worked after 4:30 PM. During succeeding workweeks, the upgraded employee will work the scheduled hours of the service employee whom he is relieving.
- (e) When an employee whose regular work hours are 8:00 AM to 4:30 PM is temporarily upgraded to provide extra help in a service classification, he shall normally retain his regular work hours and status as a "Day Employee." If, however, additional temporary help is needed during hours other than 8:00 AM to 4:30 PM, a temporary schedule may be established by agreement between Company and Union under the provisions of Section 202.8. Such agreement shall provide whether or not the work periods involved will rotate among all the service employees in the appropriate classifications at the headquarters involved.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *W. W. Bonbright*
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By *L. L. Mitchell*
Business Manager

July 2, 1975