

International Brotherhood of
Electrical Workers
Local 1245

and

Pacific Gas & Electric Company

Review Case #651
General Construction
Grievance #3-65-4
Review Case #898
General Construction
Grievance #3-69-14

' Arbitration Case #33

' Issue: Under the facts of this case,
' were the individual grievants
' properly compensated under the
' provisions of the Physical Labor
' Agreement dated September 1, 1952,
' as last amended?

' Date of Opinion: May 20, 1970

BACKGROUND

Two grievances were involved in this arbitration. In each case the regular hours of work of the grievants were from 8:00 AM to 4:30 PM with a half-hour for lunch. On February 16, 1965, the first grievant was instructed to report for work at 4:00 PM instead of his regular hour of 8:00 AM, and worked until 1:30 AM the following morning. On March 31 and April 1, 1969, the second grievant was instructed to report to work at 12:00 Noon, instead of his regular hour of 8:00 AM, and worked each day until Midnight. Each employee was paid regular time for all hours worked during the regular hours of work, and time and one-half for all hours worked outside the regular hours of work.

It was the Union's position that if the Company alters the regular work day it must compensate employees involved for all hours within their regular work shift at the regular rate of pay, whether worked or not, in addition to payment of overtime for hours worked outside the regular shift. The Union asked for regular pay for the first grievant for the hours from 8:00 AM to 12:00 Noon, and from 12:30 PM to 4:00 PM, the hour at which the grievant began work. For the second grievant, the Union asked for regular pay for the hours from 8:00 AM to 12:00 Noon, the hour at which he began work on each of the two days involved in the second grievance.

It was the Company's contention that the men were properly compensated by being paid at the regular rate for the hours actually worked during the regular shift, and at time and one-half for all hours worked outside the regular shift.

DISCUSSION

In the Agreement, only Sections 303.2 and 303.3 provide for payment of wages where work is not performed. These provisions are explicitly worded and clearly defined, while the Union's contention in the present dispute rested on no such explicit language.

Union relied on Section 302.5, which only relates to the advancement or delay of the lunch period for more than one hour. The regular hours of work provision of Section 302.5 designates the period for which straight-time wages are to be paid, and forms the basis for overtime

total hours worked in a given day do not exceed eight hours. However, Union could point to no language in Section 302.5 which requires pay for regularly scheduled hours not actually worked.

Company must pay a penalty for changing the regular work shift, and it had done so in paying the grievants time and one-half for work performed outside regularly scheduled hours.

DECISION

The individual grievants were properly compensated under the provisions of the Physical Labor Agreement dated September 1, 1952, as last amended. Accordingly, the grievances must be denied.

W. Eaton

William Eaton, Chairman

I dissent Robert A. Storrs

Robert A. Storrs, Union Member

I dissent Mickey Harrington

Mickey Harrington, Union Member

I concur I. Wayland Bonbright

I. Wayland Bonbright, Company Member

I concur H. G. Cooke

H. G. Cooke, Company Member

Berkeley California

May 20 1970