

REVIEW COMMITTEE**PG and E****IBEW** 

ARB. 122

PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

**CASE CLOSED
LOGGED AND FILED**

JUL 5 1985

**RECEIVED JUN 28 1985
REVIEW COMMITTEE DECISION**

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

East Bay Division Grievance No. 1-1832-83-20
Review Committee File No. 1575-84-10Subject of the Grievance

This grievance questions the appropriate rate of pay for travel time home which overlaps a rest period.

Facts of the Case

The grievant, an apprentice Machinist, worked his regular shift from 8:00 a.m. until 4:30 p.m. on Sunday, January 30, 1983. During that shift, he was properly assigned to work prearranged overtime from 12 midnight to 8:00 a.m. on January 31, 1983. The grievant worked the assigned prearranged overtime and was paid at the time and a half rate. At 8:00 a.m., the employee was released for a rest period. The employee's normal work hours for January 31, 1983 were 8:00 a.m. until 4:30 p.m. The employee was given one-half hour of travel time. The Division believed that, since the travel time home overlapped his paid rest period, that the travel time home should be paid at the straight time rate. The Union believed that the employee was entitled to time and a half.

Decision

Company cited Review Committee Nos. 20 and 30 and Subsections 208.11(a) and (c) in support of its position. These subsections state:

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16-hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed except that any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight-hour rest period. (emphasis added)

(c) If the eight-hour rest period in whole or in part overlaps the employee's regular work hours he will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which he is entitled on dismissal shall be paid for at the overtime rate. (emphasis added)

Company's position was that the travel time and meal time to which an employee is entitled upon dismissal is considered part of the eight-hour rest period, for which an employee is compensated at the straight time rate when the rest period overlaps regular work hours. The meal time, however, is specifically excluded from the straight time provision and is to be paid at the overtime rate. Since the travel time is not specifically excluded from the straight time application, Company opined that the grievant was properly compensated.

The Union cited Section 208.12 which states:

208.12 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on work days outside of his regular work hours he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to his regular work hours unless the provisions of Section 208.11 are applicable; (b) on non-work days or on holidays he shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which advance notice has been given by the end of his preceding work period on a work day.
(emphasis added)

In addition, the Union related that the results of a survey which they conducted indicated that the practices with respect to this situation are inconsistent.

Decision

The Review Committee agrees that, since the employee did not work into or beyond his regular work hours, he is entitled to travel time pay home. Such pay in this case shall be at the time and one-half rate (actual adjustment shall be one-half time for 30 minutes). Future cases shall be paid at the overtime rate applicable to the last fifteen minutes worked by the employee.

This case is closed.

FOR COMPANY:

M. E. Bennett
F. C. Buchholz
R. C. Taylor
D. J. Bergman

By 

Date 6-26-85

FOR UNION:

P. Nickeson
F. Pedersen
A. Watson
R. W. Stalcup

By 

Date 6/26/85