

REVIEW COMMITTEE

PG and E

IBEW

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

RECEIVED MAY 13 1980

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

**CASE CLOSED
LOGGED AND FILED**

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-405-78-56
P-RC 439
Not Allowed to Work During a Shift Change

May 9, 1980

MR. R. S. BAIN, Chairman
General Construction
Joint Grievance Committee

Statement of the Case

The present grievance involves two questions; both of which concern May 4, 1978. That day was a regular workday for the grievants. Following an earlier change of hours on April 27, the employees had been working a 7:00 PM to 7:00 AM shift; the first eight hours of which were at the straight time rate and the remaining three and one-half hours at the overtime rate; necessarily, the work schedules overlapped the Third and Fourth of May. For example, they reported for work at 7:00 PM on May 3 and were paid five hours straight time on that day and three hours straight time in addition to three and one-half hours at the overtime rate on May 4.

No grievance followed the April 27 change. At the conclusion of the work period on May 4, i.e., 7:00 AM, the employees were instructed not to report for work until 8:00 AM the following day, May 5, at which time they would recommence their regular work hours worked prior to April 27.

The grievants contend that in addition to the pay described above, they should have received an additional eight hours at the straight rate for May 4 and expenses, which have been denied, for that day also.

Discussion

This case involves two separate questions under diverse provisions of the Labor Agreement. Turning to the question of the eight hours additional pay first, that matter was raised and answered in Arbitration Case No. 33. While the hours concerned in Arbitration Case No. 33 differ from those here, the principles affirmed by the Arbitrator are equally applicable; the upshot of which is that the grievants have been properly paid for the work performed on May 4.

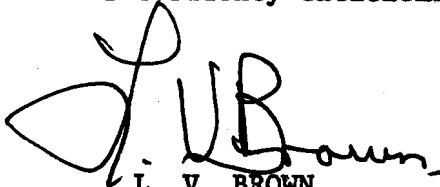
The remaining question concerning their entitlement to per diem is a different matter. Although the grievances concern both Class A and Class B employees, the difference is without meaning. Subsections 301.4(a)(1) as well as

(b)(1) provide that each are entitled to an expense allowance for "each scheduled day he works in his basic workweek ..."; May 4 was a workday in the employee's basic workweek. The provisions of both Subsections of 301.4 do not define the periods of time during a day in the basic workweek in which the work must be performed to qualify the employee for an expense allowance. Indeed, to the contrary, the Agreement is explicit in that per diem is triggered by work performed on a scheduled workday without reference to when the hours must be worked.

Applying these principles to the facts at hand, the employees were scheduled to work on the day in question, did so, and, therefore, became entitled to the per diem allowance for that day.

Decision

In accordance with the foregoing discussion, those grievants who were otherwise entitled to per diem for May 4 shall receive the per diem established for their residency entitlement.



L. V. BROWN
For the Company



L. N. FOSS
For the Union

LVB:rto

cc: GSBates
IWBonbright
LCBeanland
JACates/DKLee

MEBadella
LVBrown
FCBuchholz
RHCunningham

NRFarley
CAMiller
JBStoutamore
WKSnyder

CPTaylor
Division Personnel
Managers