

**REVIEW COMMITTEE**



PACIFIC GAS AND ELECTRIC COMPANY  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
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L.N. FOSS, SECRETARY

**CASE CLOSED  
LOGGED AND FILED**

RECEIVED MAY 13 1980

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

General Construction Grievance No. 3-460-78-111  
P-RC 444  
Alleged Denial of Rest Period and Overtime Pay

May 9, 1980

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

Statement of the Case

This case concerns the question of a crew's entitlement to a rest period based on the following factual situations:

The crew, whose normal hours of work were 8:00 AM to 4:30 PM, were required to report for overtime work and were paid travel time from 11:00 PM to 11:30 PM, following which they worked until 3:30 AM, when they were released for a meal from 3:30 AM to 4:00 AM. They continued at work until 6:30 AM when they were dismissed. They were paid one-half hour travel time following the dismissal (6:30 AM to 7:00 AM) and returned to work on their regular schedule at 8:00 AM.

Discussion

The case could not be resolved at the Joint Grievance Committee level and was referred to the Review Committee on the following stipulated issue:

"The central issue in this case is whether travel time and meal time after dismissal from overtime work should be included in computing hours worked for the purpose of ascertaining if a rest period is due the employees involved."


Although not mentioned in the record submitted to the Review Committee, it is assumed that the employees received the appropriate rate of pay for the overtime work in question. Thus, the issue narrows to whether the one and one-half hour following the employees' dismissal or any part of it should be calculated in determining whether the employees became entitled to a rest period. While the Union and Company at the


lower stages of the grievance procedure seemed to place great emphasis on the differences in the language between the Division section of the Contract and the General Construction provisions, as they relate to entitlement to a rest period, in our opinion, the difference is not determinative of the grievance. Subsection 308.14(a), which governs the entitlement of General Construction employees, is explicit in excluding the travel time and meal time to which employees are entitled after being dismissed from work in making the determination of whether a rest period has been triggered. To this extent then the key time elements here are the period between 11:00 PM and 6:30 AM. Thus, the countable time is seven and one-half hours which, obviously, falls short by a half hour of entitling the grievants to an eight-hour rest period.

It should be noted in passing that this decision is compatible with earlier Review Committee Decisions (R. C. 337 and 977) when the Division's provisions were similar to those in question here.

Decision

The grievance is denied.

  
L. V. BROWN  
For the Company

  
L. N. FOSS  
For the Union

LVB:rto

cc: GSBates  
LCBeanland  
JACates  
DKLee

MEBadella  
LVBrown  
FCBuchholz  
RHCunningham

NRFarley  
CAMiller  
JBStoutamore  
WKSnyder

CPTaylor  
Division Personnel  
Managers