

REVIEW COMMITTEE DECISION

Review Committee Files Nos. 870 and 871
San Francisco Division Grievance No. D.Gr/C 2-69-1
East Bay Division Grievance No. D.Gr/C 1-69-5

Statement of Fact

The grievants, although in different Divisions, are both relief shift employees. In one of the cases, the grievant was scheduled to work a new set of hours that followed the end of the hours of his previous shift. In the other, the new hours commenced after the employee was off eight hours following the end of his previous shift. In each instance the new hours of work fell on one of the holidays set forth in Title 103.

The employees were paid for the day in question in accordance with the provisions of Section 208.22, i.e., compensation at the overtime rate of pay for that shift and, in addition, holiday pay. As a result, for that day they received compensation that totaled two and a half times their straight rate of pay.

Correction Sought

In their grievances they maintain that they are entitled to four times their straight rate of pay for all or part of the day. They reason that the provision of Section 208.20 providing for "overtime compensation" for time worked in the 12-hour period following the end of their previous work period is an additional premium to that provided for in Section 208.22.

Discussion

The issue in both grievances encompasses various sections of Title 208 - Overtime. Basically, however, the dispute can be narrowed to two arguments. The first is that the prohibition against pyramiding of overtime compensation applies only to those situations specifically set forth in Section 208.1. Thus, as here, if overtime compensation is provided for in any situation except those contained in that section, pyramiding is not prohibited by the Labor Agreement. Applying this argument here, both sections involved in the grievances provide for the payment of overtime compensation and, in the view of the proponents of this argument, the grievants are entitled to pay at the overtime rate under Section 208.20 for all of the shift in one case and four hours of the shift in the other. Additionally, they are entitled to an additional compensation at the overtime rate for all of the shift under the provisions of Section 208.20 and holiday pay at the straight rate for the entire shift, or a total of four times their straight rate of pay for all or part of the shift.

The other argument would maximize the pay at two and a half times the straight rate of pay regardless of how many sections of Title 208 are involved in any given case. The thrust of this argument stems from the use in the several

sections of the phrase "entitled to overtime compensation for work performed" and the setting of the rate for overtime compensation at one and a half times the straight rate of pay (Section 208.2). In this view, once the rate of pay equals one and a half times the straight rate of pay that is the end of the matter regardless of what other sections might also be involved. The only exception to this would be Section 208.22 which specifically provides for pay in addition to one and a half times the straight rate of pay.

The Review Committee believes that the resolution of the issue lies in the direction of the intention of the negotiators who adopted the diverse provisions of Title 208. Inasmuch as the sections of the Labor Agreement which might be involved in this question (208.17, 208.18, 208.19, 208.20, and 208.22) remain unchanged since the adoption of the Agreement in 1952, it would be impractical at this time to say with any certainty what the parties agreed to in this respect.

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the issues involved here have survived the recent negotiation changes to the hours sections without change in viewpoint or application. For this reason Review Committee is not in a position to change the status quo.

Decision

For the above reasons this case is closed without adjudgment and without prejudice to the positions of either Company or Union and the dispute thereby left to future negotiations when the Agreements are open for that purpose.

L. M. Foss
For Union
11-1-72

J. U. Brown
For Company
11-1-72