

# REVIEW COMMITTEE

## PG and E

PACIFIC GAS AND ELECTRIC COMPANY  
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## IBEW



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

L.V. BROWN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

Review Committee File No. 1244-73-28  
San Joaquin Division Grievance No. D.Gr/C 25-73-1  
Request For Overtime Pay as Lead Mechanic

April 8, 1976

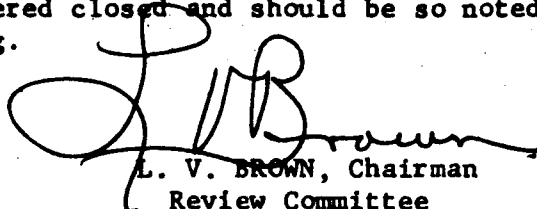
MR. A. O. CLARK, Chairman  
San Joaquin Division  
Joint Grievance Committee


The above-subject grievance has been discussed by the Review Committee and is being returned to the Division for settlement in accordance with the following:

The grievance concerns the upgrade of an Equipment Mechanic to Lead Mechanic for a one-week period. The issue in dispute is the rate of pay and schedule change of the Equipment Mechanic for the one-week period. The grievant received the Lead Mechanic rate of pay and was transferred from his regular schedule of 2:00 PM to 10:00 PM, Tuesday-Saturday basic workweek to the Lead Mechanic's schedule of 8:00 AM to 5:00 PM, Monday-Friday basic workweek. The grievant is alleging that he is entitled to the overtime rate of pay for the first four days of all work performed outside of his regular hours of work, pursuant to the Labor Agreement Clarification, Title 202, "Hours," of the Physical Agreement, dated March 11, 1965.

The unique aspect of this case is that the grievant's regular schedule provides an upgrade to Lead Mechanic for five hours a day inasmuch as he is the only garage employee at the location during this period of time. The question then becomes one of whether the grievant is actually receiving an upgrade in pay as a result of the assignment in question. The intent of the Hours Clarification is two-fold relative to upgrades of employees one, when the upgrade assignment, assuming proper notification, provides the employee with an increase in pay, the employee would not be entitled to any overtime compensation. Secondly, on the other hand, where, as in this unique situation, the transfer to a different schedule results in a decrease in gross compensation, then the employee should be entitled to compensation at the overtime rate of pay for the transfer; and, to that end, the Review Committee is of the opinion that as a matter of equity, the grievant is entitled to \$58.80. This adjustment is without prejudice to the position of either Company or Union.

On the basis of the foregoing and the adjustment provided herein, this case is considered closed and should be so noted in the minutes of the next Joint Grievance Committee meeting.

  
L. V. BROWN, Chairman  
Review Committee

  
L. N. FOSS, Secretary  
Review Committee

DJBergman:rto

cc: ERFoley  
IWBonbright

JAFairchild  
PMatthew  
Personnel Managers