

DOE

FOR INTRA - COMPANY USES

From Division or Department **INDUSTRIAL RELATIONS**
 FILE NO. **741.5**
 RE LETTER OF
 SUBJECT **Call Out of Employee on
 Vacation, Section 212.3**
 To Division or Department

June 1, 1981

- MS. M. E. BADELLA
- MESSRS. L. C. BEANLAND
- R. H. CUNNINGHAM
- D. K. LEE
- W. T. PETERSON
- W. K. SNYDER
- C. P. TAYLOR
- R. C. TAYLOR

DIVISION PERSONNEL MANAGERS:

Attached is a copy of Fact Finding Decision Nos. **1871-81-60** and **1872-81-61** which have been agreed to by Company and Union for system-wide distribution. In accordance with Section 102.4 of the Physical Agreement, the parties have mutually agreed that these Fact Finding settlements are prejudicial with respect to future grievances. These settlements have been reviewed with the Company's members of the Review Committee and have their concurrence.

The attached grievances concern the question of the entitlement of an employee who has signed the weekly call-out list to be called when he is on vacation. Corresponding to that, of course, is the issue of the Company's obligation to such employee. In the past, we have consistently advised that employees who are off on vacation should be considered unavailable from the time they leave their headquarters at the end of their work day until they return following the conclusion of their vacation. We have not, however, resolved that issue with finality in the grievance procedure. The attached cases do just that.

Although the grievances were resolved in Company's favor; that is, there was no contractual violation in calling out the employee who was on vacation, the parties nevertheless agreed that, for the future, this would not be done. This means that when an employee leaves his headquarters at the end of the shift for vacation, he is not entitled to be called out under the provisions of Title 212 even though he had signed the weekly call-out list, and the Company is not obligated to call him. If the Company does call the employee and such employee works, the others in that employee's same classification, who have signed the weekly call-out list and who follows such employee in consideration for call, may have a legitimate claim to the correction provided in Section 212.11(b).

If you have any questions on this, please call Paul Pettigrew on Extension 1123.

I. Wayland Bonbright
 I. WAYLAND BONBRIGHT

PEP:ml

- cc: DJBergman
- FCBuchholz
- JBStoutamore

MEMORANDUM OF DISPOSITION
FACT FINDING COMMITTEE NO. 1871-81-60
FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION
GRIEVANCE NO. 25-408-80-80
GRIEVANCE NO. 25-409-80-81

SUBJECT:

The issue in these two grievances is whether there has been a contractual violation by using an employee who is scheduled for vacation but signed for emergency overtime on the weekly callout list.

DISCUSSION:

Attached hereto and made a part hereof is a report from the Local Investigating Committee.

A review of the facts of these cases revealed that the employee had requested he be called for emergency overtime during the weekend even though he was scheduled for vacation the following week.

Union's position was that the use of an employee who is scheduled for vacation for emergency overtime is in violation of Section 212.3. Company did not agree since this section states that an employee who is on vacation "will not be credited with the equivalent overtime if he does not work it"; conversely then, it must follow that he will be credited if he does work it. It is Company's position that this was in the Agreement to protect the employee who is on vacation and not to prohibit him from being called.

DECISION:

After a lengthy discussion, the Committee agreed that there had been no contractual violation in these cases considering the language of the Agreement.

Both parties also agreed that the use of employees who are scheduled for vacation to be called for emergency overtime is not a good practice; therefore, in the future, an employee who is on vacation as defined in Section 212.3 will be considered in the same manner as an employee who is off sick during regular working hours, also as described in Section 212.3. They will not be called until they have returned to work on a work day. Violations of this procedure will be subject to the provisions of Section 212.11 of the Agreement.

The parties agreed that this settlement will be distributed systemwide.

This case is closed.

MEMORANDUM OF DISPOSITION

FACT FINDING COMMITTEE NO. 1871-81-60

FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION

GRIEVANCE NO. 25-408-80-80

GRIEVANCE NO. 25-409-80-81

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Roger Stalcup
R. Stalcup, Union Member

Concur/~~Dissent~~ 5/21/81
Date

Ron Van Dyke
R. Van Dyke, Union Member

Concur/~~Dissent~~ 4/25/81
Date

P. E. Pettigrew
P. E. Pettigrew, Company Member

Concur/~~Dissent~~ 4-29-81
Date

R. J. Steele
R. J. Steele, Company Member

Concur/~~Dissent~~ 4/23/81
Date