



REVIEW COMMITTEE

202 - Util of Relief Shift F
205 Rel System Oper who wa
208 working POT (non-relie
on RDO was appropriate
"called out" for EOT.

DEC 28 1990

**CASE CLOSED
LOGGED AND FILED**



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

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
R.W. STALCUP, SECRETARY

RECEIVED DEC 26 1990

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Coast Valleys Grievance No. MTR-52-18-89-3005
P-RC 1432

December 19, 1990

Subject of the Grievance

This case concerns the alleged improper filling of a shift vacancy.

Facts of the Case

A Relief System Operator on an extended relief assignment (therefore, losing his relief identity) was prearranged on his non-workday to work a 21st watch. This assignment was made because he was low on the POT hours list and there were no Reliefs available. While he was working the 21st watch (day shift), an Operator scheduled to work the swing shift called in sick. Again, no Relief Operators were available so the supervisor used Section C.4.c.(1) of the Relief Agreement to fill the vacancy. That language provides for calling in the shift employee who is on his non-workday in the same classification in which the relief is required. The employee used to fill that shift was the Operator working the 21st watch. Therein lies the dispute.


It was the Company's position that this assignment was proper because both the Operator working the 21st watch and the grievant, another System Operator, were on their days off. In accordance with local practice, the Operator who signed the 212 list and had the fewer accumulated emergency overtime hours was given the assignment. The Operator working the 21st watch had signed the 212 list and the grievant had not.

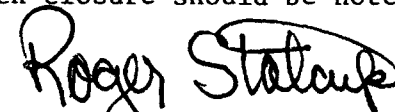
The Union argued that the language in the Relief Agreement requires the Operator on his non-workdays to be called in. Therefore, the Operator working the 21st watch was ineligible to be used for filling the following shift because he was currently assigned.

Decision

Based on the assumption that appears clear from the Joint Statement of Facts that the practice at this headquarters is to combine the Operators for overtime purposes, the Committee does not find a violation of the Agreement. The fact that an employee is working pre-arranged overtime does not remove him from consideration for an emergency overtime assignment. The vacant shift in this case was properly filled in accordance with the Relief Agreement.

This case is closed without adjustment and such closure should be noted by the Local Investigating Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

RRD:mc