

REVIEW COMMITTEE DECISION
FILE R. C. NO. 16 - COAST VALLEYS DIVISION

Re: Temporary Upgrade For Vacation Relief In Clerical Classification
Employee - Charles Richmond

*clerk
13.4*

Subject of Grievance

The employee, a Clerk "B" in the Monterey office, was temporarily upgraded to a Clerk "C" classification for the purpose of performing vacation relief duties. As a temporary Clerk "C", he relieved in successive periods a number of other clerks in the "C" classification. He was paid the wage rate of his regular classification for the first ten days of such relief work, and at the minimum rate of the Clerk "C" classification for the balance of the time he performed relief duties. The Union protested the wage payments for the first ten days, which were calculated at the employee's regular rate, stating that Section 3, Article XIII of the Clerical Agreement applied inasmuch as the relief work performed was recurring in nature. The Division contended that Section 2, Article XIII was applicable since vacation relief work is considered as non-recurring within the meaning of Contract Section No. 2.

Statement and Decision

This Committee has ascertained that when Sections 2 and 3, Article XIII were negotiated as a part of the Clerical Agreement, the Union and Company representatives on the respective bargaining committees went into considerable detail with respect to distinguishing between assignments on a non-recurring event and assignments for the purpose of performing recurring relief duties. The negotiators were of the opinion that although most of the temporary relief assignments would be made because of emergency situations, nevertheless some of such assignments would be made under circumstances which were foreseeable; for example, to provide vacation relief for employees who are scheduled in advance to be absent from their work. They also were aware of the fact that certain employees regularly performed relief duties in a higher classification such as for one day each week or for one or two days each month. Accordingly, the latter type of relief work was considered by the parties as being recurring relief and Section 3 of the contract was made applicable thereto. On the other hand, the emergency relief work and other foreseeable relief assignments not of a recurring nature as provided for in Section 3 were considered as non-recurring and were included within the intent and meaning of Contract Section 2.

Since it has been established that it was the intent of the parties during negotiations that vacation relief assignments come within the application of Section 2, Article XIII of the Clerical Agreement, this Committee concurs with the Division's decision in this case.

For Union:
Ray Michaels
Don Grandstaff
L. L. Mitchell

For Company:
H. F. Carr
R. J. Tilson
V. J. Thompson

By: *L. L. Mitchell*
Date: 4-20-53

By: *V. J. Thompson*
Date: 4/13-53