

REVIEW COMMITTEE DECISION

R. C. File Number 159

East Bay Division Grievances Nos. 107 and 110

Subject of Grievances:

Grievance No. 107

Under the provisions of Section 202.17 of the Agreement a scheduled work period from 4:00 p.m. to 12:00 midnight was established for maintenance employees in order to overhaul a turbine at Avon Power Plant. On January 29, 1957, at 6:30 p.m., three employees who were performing the turbine overhaul work on such schedule at the straight rate of pay were transported to Martinez Power Plant to make emergency repairs at that location. They worked at Martinez Power Plant until 9:00 p.m. at which time they were returned to Avon to resume the turbine overhaul work and to complete the 4:00 p.m. - 12:00 midnight work period. Overtime compensation was not paid for any of the work performed.

Grievance No. 110

A maintenance employee was working at Avon Power Plant on a scheduled work period of 4:00 p.m. to 12:00 midnight established under the provisions of Section 202.17 of the Agreement. On March 7, 1957, the employee, during such work period, was transported to Martinez Power Plant to repair an acid pump after which he was returned to Avon Power Plant to complete the scheduled 4:00 - 12:00 midnight work period. Overtime compensation was not paid for any of the work performed.

With respect to the foregoing the Union contends that in each case the work at Martinez Power Plant was not related to the work at Avon Power Plant, therefore, Section 202.17 was not applicable to the work performed at Martinez. The Division contends that it has been the practice for many years to transport employees from plant to plant when they are working under the provisions of Section 202.17.

Statement and Decision:

Section 202.17 provides that the Company may schedule maintenance employees to work for periods of eight hours at other than their regular work hours when additional shifts are required in a situation described as an emergency condition involving the maintenance, construction, or repair of plant or station equipment. Under such provision the employees are paid at the overtime rate for work performed outside of regular work hours for the first four work days of any such situation. On the fifth work day and thereafter for the duration of the situation, the straight rate of pay is paid for work performed on work days during the hours of work established under the section.

All of the conditions which govern the establishing of new work hours are specifically stated in Section 202.17. It was not intended that a schedule once established under this Section for the performance of emergency work in one plant be utilized for the purpose of taking care of emergencies thereafter occurring in other plants during the course of the revised schedule of work hours. Such other emergencies would ordinarily be handled in the conventional manner within the framework of the provisions of the labor agreement. Where necessity requires that an employee working in one plant under the provisions of Section 202.17 be temporarily transferred to another plant to perform other work, the overtime rate should be applied for such other work performed outside of regular work hours.

The above conclusion of this Committee is confined to circumstances where employees working under the provisions of Section 202.17 are moved to another plant and then returned to perform work under the former emergency situation. Employees who are scheduled under Section 202.17 to perform emergency work in any given plant may be utilized under such schedule to perform other maintenance work in such plant during the course of the situation for which the revised schedule was established.

FOR UNION:

Robert D. Bevers
Kenneth Stevenson
L. L. Mitchell

By L. L. Mitchell

Date 1-14-58

FOR COMPANY

E. F. Sibley
C. L. Yager
V. J. Thompson

By [Signature]

Date December 23, 1957