

JUN 26 1986

**CASE CLOSED
LOGGED AND FILED**

Fact Finding #3588-86-141

MISSION TRAIL REGION-COAST VALLEYS DIVISION
FACT FINDING COMMITTEE
MEMORANDUM OF DISPOSITION
LOCAL INVESTIGATING COMMITTEE FILE NO. 18-958-86-09

RECEIVED JUN 26 1986

Fact Finding Committee met on June 11 1986, in the Coast Valleys Division Office, Salinas.

SUBJECT OF THE GRIEVANCE

The Grievant was called out on emergency about an hour before he was scheduled for pre-arranged overtime. He finished the emergency work and then proceeded to the pre-arranged work at about the same time he was scheduled for. Company paid him a double-time two hour minimum and time and a half for the remainder of the pre-arranged overtime. Union grieves that he should have been paid double-time for the entire uninterrupted period of work; EOT and POT.

DISPOSITION

Although this situation does arise occasionally, there appears to be no case history to answer the issue in grievance.

The committee must then resort to the letter of the contractual language in the Labor Agreement. Specifically, section 208.2(c) reads: "if, following an employees dismissal from work or on an employee's non-workday, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-workday."

The language is, therefore, very clear and requires the payment of double-time in this case.

With this adjustment, this grievance is closed.

Mark Alderson
MARK ALDERSON, for the Company

Concur/~~Dissent~~

6/18/86
Date

Rick Doering
RICK R. DOERING, for the Company

Concur/~~Dissent~~

6/23/86
Date

Kenneth L. Ball
KENNETH L. BALL, U.R., for the Union

Concur/~~Dissent~~

6-18-86
Date

C. L. Wheeler
CORBETT L. WHEELER, for the Union

Concur/~~Dissent~~

6-26-86
Date

From Division or Department INDUSTRIAL RELATIONS
To Division or Department
FILE NO. 741
RE: LETTER OF
SUBJECT Fact Finding Decision No. 3588-86-141

July 21, 1986

REGIONAL & G. O. PERSONNEL
MANAGERS & DIRECTORS:

Attached is a recent Fact Finding decision that the parties agreed to distribute system-wide. The issue involves the rate of pay for an employee who is scheduled for pre-arranged overtime but is called out on an emergency prior to the time the pre-arranged work is scheduled to begin and then proceeds to the pre-arranged work. The Fact Finding Committee agreed that since Subsection 208.2(c) provides that "if, following an employee's dismissal from work or on an employee's non-workday, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-workday.", the grievant was entitled to double-time for the entire uninterrupted period of work.

While not in the Memorandum of Disposition, the Fact Finding Committee noted that pursuant to Section 212.3, an employee scheduled to work pre-arranged overtime may properly be bypassed for emergency overtime if the emergency will interfere with the scheduled pre-arranged work. In addition, the Committee noted that in the reverse of this case when an employee working on a pre-arranged overtime assignment is transferred to an emergency, he continues at the time and one-half rate of pay.


I. WAYLAND BONBRIGHT

RRDoering(1408):tam

cc: Norman L. Bryan
Floyd C. Buchholz
Richard A. Layne

Attachment