

APR 28 1989

MEMORANDUM OF DISPOSITION
SHASTA DIVISION GRIEVANCE NO. 13-288-88-5
FACT FINDING COMMITTEE NO. 4284-88-197

**CASE CLOSED
LOGGED AND FILED**

RECEIVED APR 27 1989

SUBJECT OF GRIEVANCE:

This grievance concerns the granting of holiday pay to intermittent employees.

DISCUSSION:

Company contended that intermittent employees would not normally be scheduled to work on holidays and thus should not receive holiday pay. Contract language was cited which indicates that intermittent employees receive holiday pay when "scheduled to work on a regular schedule known in advance".

Union argued that intermittent employees with regular status should receive holiday pay just like any other employee with regular status. They argued that the Company's interpretation of the Contract language could be used to never schedule an intermittent employee in advance.

Discussion also occurred about whether intermittent employees should receive floating holidays.

Company's position was that floating holidays defeated the purpose of intermittent employees if they could elect to use a floating holiday when called in to work. Union countered that intermittent employees with regular status are entitled to floating holidays.

DECISION:

Upon further research, it was determined that the intent of Section 17.7 of the Contract was to grant holiday pay to intermittent employees if they would have worked "but for the holiday". Working the day before and after the holiday is not a guarantee of holiday pay for an intermittent employee. The supervisor must determine if the employee truly would have worked. It was also determined that intermittent employees are not entitled to "in lieu of" days.

With regard to floating holidays, investigation revealed that although the Contract language is unclear, the Company has been granting floating holidays to intermittent employees all along. Given this past practice, it was agreed that intermittent employees should receive floating holidays.

Given the filing date of the original grievance, intermittent employees will receive holiday pay for holidays on which they would have worked but for the holiday, starting from Memorial Day (May 30, 1988).

The intermittent employees listed below are affected by the settlement of this grievance and should be paid holiday pay as follows:

William T. Scow
SS# 555-49-6082

May 30, July 4, September 5
November 11, November 24,
November 25, December 26, 1988
January 2, 1989

Charles T. Trumbull
SS# 555-29-5876

May 30, July 4, September 5,
November 11, November 24,
November 25, December 26, 1988
January 2, 1989

Wayne P. Young
SS# 547-50-0127

November 11, November 24, November 25,
December 26, 1988, January 2, 1989

Linda C. Bowers
SS# 573-72-4393

May 30, December 26, 1988,
January 2, 1989

Janell M. Fitzgerald
SS# 564-45-4487

May 30, July 4, November 11, December 26,
1988, January 2, 1989

Robert J. Foushee
SS# 556-90-2232

May 30, July 4, September 5, November 11,
December 26, 1988, January 2, 1989

Anthony R. Flores
SS# 562-96-6144

November 11, November 24, November 25,

Kellie L. Bronson
SS# 561-47-9935

November 24, November 25

Sharon L. Mitchell
SS# 559-82-5018

September 5, November 11, November 24,
November 25, December 26, 1988, January 2,
1989

This case is closed based on the above discussion and settlement.

FOR THE UNION:

Roger Stalcup
Roger Stalcup, Union Member

4/26/89
Concur/Dissent

Date

Richard M. Hafner
Richard M. Hafner, IBEW Business Rep

Concur/Dissent

4-17-89
Date

FOR THE COMPANY:

Rick Doering
Rick Doering, Company Member

Concur
Concur/Dissent

4/10/89
Date

Eric G. Nelson
Eric G. Nelson, Human Resource Manager

Concur/Dissent

4/12/89
Date