

DIVISION OR  
DEPARTMENT

INDUSTRIAL RELATIONS

FILE NO.

741.5

RE LETTER OF

SUBJECT

North Bay Division Grievance Nos. 4-74-96 and 4-74-101 - P-RC 142  
Call-Out on Emergency Assignment and Overtime  
T. Abeel and J. Farris

March 10, 1975

MR. R. H. JONES, Chairman  
North Bay Division  
Joint Grievance Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned to the Joint Grievance Committee for settlement in accordance with the following:

In Case No. 4-74-96, the unresolved issue appears to be a question of whether the Company was obligated to call-out the grievant for emergency duty even though he had not committed himself to be readily available by signing up on the weekly sign-up sheet. With this being the case, the Pre-Review Committee is of the opinion that if there are no employees who have signed up on the weekly sign-up sheet for the week in question, the Company does not have an obligation to call employees in order. Otherwise, the Company's obligation is to call the employees who have made themselves readily available, and once the obligation is fulfilled, the Company did not violate the provisions of Title 212 of the Physical Agreement, and the correction asked for should be denied.

The issue in dispute in Case No. 4-74-101 concerns an employee who did volunteer for the time in question to be readily available for call-out pursuant to the provisions of Title 212 of the Physical Agreement. However, when the Company called the employee for emergency duty, he was not available and could not be reached. Therefore, the unanswered question is whether the Company is obligated to call the grievant more than one time during a call-out period (in this case, from 4:30 PM on November 20, 1974 to 8:00 AM on November 21, 1974). The Pre-Review Committee is of the opinion that the contract requires only one call to a volunteer during a call-out period, and if the employee does not respond, he then is unavailable for the rest of that call-out period. In turn, the employee will only be charged with one failure to respond as outlined in Sections 212.3 and 212.11(e). In the case at hand, the grievant made himself unavailable for emergency call-out, therefore, he is not entitled to the correction asked for.

When settlements are reached by the Joint Grievance Committee, the Review Committee should be sent copies of the final dispositions.



L. V. BROWN, Chairman  
Review Committee

DJBergman:рто

cc: JGFoster  
IWBonbright  
EAPetterle  
LNFoss, IBEW

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