

REVIEW COMMITTEE

PG and E

IBEW 

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L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Coast Valleys Division Grievance No. 18-178-78-28
Fact Finding Committee No. 928-78-221
P-RC 416
Relief Duty, Assistant Control Operator

February 2, 1979

MR. L. J. CAMPBELL, Company Member
Coast Valleys Division
Local Investigating Committee

MR. R. SHEPHERD, Union Member
Coast Valleys Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Section I B(2) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

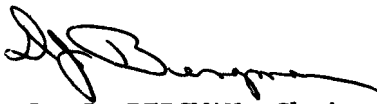
The issue in this case is narrow and boils down essentially to the question of when is a Relief Operator committed to the watch of an absent employee such that he assumes the identity of the absent operator and is, therefore, no longer available for relief assignments. In the case at hand, the Relief Operator worked four days of one workweek relieving an operator on vacation. In addition, the Relief Operator worked an extra watch on the first day in the workweek, that is, from 4:00 PM to Midnight, and then continued on to relieve the vacationing employee on the Midnight to 8:00 AM watch which was the second third shift watch that he had relieved. The Relief Operator was further scheduled to work the following two days on the third shift to complete his relief of the vacationing operator.

The Labor Agreement Clarification dated November 1, 1967, regarding the Utilization of Relief Shift Employees, Paragraph C-3 (a)(4), states the Relief Operator is available to relieve absent shift employees unless the operator is already committed to the extended (one week or more) relief of another shift employee. The Labor Agreement Clarification dated November 1, 1967, regarding Hours of Relief Shift Employees, Paragraph E-1, and the last sentence states that during the course of the (relief) assignment, he (the Relief Operator) is not subject to the conditions of a relief shift employee and except for his rate of pay assumes the conditions of the employee being relieved. While this particular provision seems to indicate that a Relief

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Operator is committed regardless of the duration of the assignment when he is relieving for vacation or other extended periods of relief, the first sentence of this paragraph is consistent with the language of Paragraph C-3 (a)(4) of the Utilization of Relief Shift Employees since Paragraph E-1 states, in essence, that the relief shift employee may be assigned to the scheduled employee being relieved on the basis of a workweek or series of workweeks. Clearly, therefore, the Relief Operator does not assume the identity of the employee he is relieving unless such assignment is for five workdays or more during the relief employee's workweek(s).

This case is considered closed on the basis of the foregoing, and the closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

PEPettigrew(1123):rto

cc: FCMarks
IWBonbright
LVBrown
Personnel Managers