

Dispute over whether Relief
Empl was already committed
to a relief schedule.



REVIEW COMMITTEE



IBEW

PACIFIC GAS AND ELECTRIC COMPANY
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NOV - 1 1994
CASE CLOSED
LOGGED AND FILED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

RICK R. DOERING, CHAIRMAN

RECEIVED OCT 27 1994

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Hydro Grievance No. NSTKN-92-12
Pre Review Committee File No. 1670

Jodeane Fischer
Company Member
Local Investigating Committee

Robert W. Gibbs
Union Member
Local Investigating Committee

Grievance Issue: Company's alleged failure to utilize the grievant for relief of an absent employee.

Facts of the Case:

The grievant was on a 12-hour workday schedule. The following was his schedule for the time of dispute.

| | 5/7 | 5/8 | 5/9 | 5/10 | 5/11 | 5/12 | 5/13 | 5/14 | 5/15 | 5/16 |
|-----------------|-----|-----|-----|------|------|------|------|------|------|------|
| Week Day | Thr | Fri | Sat | Sun | Mon | Tue | Wed | Thr | Fri | Sat |
| Grievant | D | X | X | X | X | N | N | 4 | X | D |
| Absent Employee | D | D | X | X | X | N | N | X | X | D |

X = Day Off
N = Night
D = Day

On 5/11 an employee on the day shift called in sick and the grievant was not called in because it would have resulted in him working more than 16 consecutive hours.

Subsection C.4.a. (4) and (6) of the Relief Shift Agreement states that:

"...Such Relief shift employee shall be considered available at any hour of the day and on any day of the week unless:

- (4) he is already committed to the extended (one week or more) relief of another shift employee or employees.
- (b) such assignment would require him to work more than 16 consecutive hours or would provide less than eight hours off before the watch immediately following a work period of 12 or more consecutive hours, or..."

On November 12, 1991, as provided for in Letter Agreement 90-153, the location at issue established an individual local letter of agreement implementing a 12-hour shift schedule, including certain clarifications of the generic agreement. Item No. 4 of the local agreement addressed issues related to Relief Operators.

In part, the local agreement states: "Hours of Relief Shift Employees: This agreement, Item E Vacation or Other Extended Relief, Number 2 shall be amended to allow the assignment of Reliefs for less than a full week."

Letter Agreement R1-90-153 Subsection 17.A.c (3) states that:

"...Section B, Items 2 and 4 shall be amended to allow employees utilized to cover a vacant shift and who are also scheduled to work a following shift, that would require such employees to work 20 or more hours in a 24 hour period, shall be excused from working the shift, but shall, nevertheless, be paid for the shift."

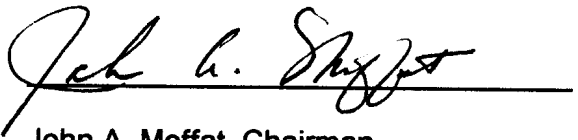
Discussion and Disposition:

A number of issues were discussed; one, whether the Relief Operator was committed to the relief assignment since he didn't relieve on 5/8 and did not work the full shift on 5/14; two, does the language in Letter Agreement R1-90-153 modify the language in the Relief Shift Agreement; three, should the employee have filled the vacant shift on 5/11.

The Relief Shift Agreement states that a Relief Shift employee shall be considered to be available with certain exceptions, one of which is where the Relief employee is committed to an extended (one week or more) relief assignment. The local agreement amends this section of the Relief Shift Agreement to permit "the assignment of Reliefs for less than a full workweek." The Pre-Review Committee cannot determine the intent of the local parties in their modification of this language. It would appear that with this modification, a relief employee could be considered committed to the relief of another employee on a day-by-day basis, rather than in increments of a week or more. With that being the case, the Committee agreed that the grievant was on an extended relief, but could have been assigned to work the shift on 5/11 pursuant to Subsection 17(a) of Letter Agreement No. 90-153.

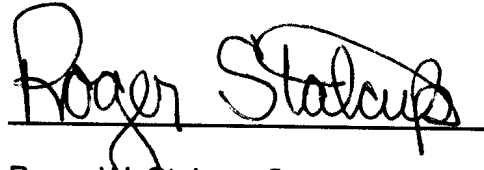
The Relief Agreement and Section 17 of the Letter Agreement are extremely difficult to apply to the facts in this case, especially given the additional modifications contained in the local agreement. Therefore, in an effort to resolve this case, the Committee agrees to pay the grievant six hours at the overtime rate. Additionally, the Committee recommends that the parties to the local agreement take steps to clarify their intent in reference to the statement that Relief Agreement Subsection c.4.a. (4) may be applied for less.

This case is closed without further adjustment.



John A. Moffat, Chairman
Review Committee

10/19/94
Date



Roger W. Stalcup, Secretary
Review Committee

10/19/94
Date