

REVIEW COMMITTEE DECISION

Review Committee File No. 1057
San Joaquin Division Grievance No. D.Gr/C 25-70-15

Statement of Facts

The grievance concerns the relief of a Distribution Operator who was absent from work due to illness. Prior to December 21, 1970 the relief was performed by R. L. Gordon, a Relief Distribution Operator at Bakersfield. After that, for a period of two weeks, Mr. Gordon was assigned, pursuant to the provisions of Subsection 205.3 (a) of the Physical Agreement, to relieve the Chief Distribution Operator while the latter was on vacation. The record submitted to Review indicates that Mr. Gordon worked the Chief Distribution Operator's work schedule, and observed his days off, from December 21 through at least December 31, 1970.

During this period of time, except for December 25, 26, and 27, relief for the absent Distribution Operator was furnished by the assignment of other Distribution Operators. On the above dates Mr. Gordon was assigned to the absent employee's watch. Following the last work day of his relief of the Chief Distribution Operator, December 31, 1970, Mr. Gordon again undertook the relief for the absent Distribution Operator.

Discussion

The issue in this case concerns the relief performed by Mr. Gordon on December 25, 26, and 27. A further question involves the appropriateness of his assuming the relief of the absent employee on January 1, 2, and 3, the latter dates being the final days that it could be argued that Mr. Gordon was still assuming the schedule of the absent Chief Distribution Operator.

Turning first to the overall question of relief for an absent shift employee, the Union and Company have negotiated rules for the utilization of relief shift employees such as Mr. Gordon. Thus, the Labor Agreement Clarification of November 1, 1967 dealing with such utilization sets up the criteria to determine when an available relief employee shall be assigned to relieve an absent shift employee. The first issue here evolves around the question of whether Mr. Gordon was available for the relief assignment of his non-work days while in relief of the Chief Distribution Operator.

On the surface the clarification seemingly provides the answer. The clarification is explicit in providing that the relief shift employee is entitled to perform the relief if he is available. Here, Mr. Gordon, a relief shift employee, was on his days off and in that sense available. The clarification goes on to provide those situations in which an employee is not available. Pertinent to the issue here is the provision for relief of one week or more. The clarification explicitly provides that an employee relieving another shift employee for a week or more is not available for further relief. Nothing is said about the relief of a day employee for a like period of time that is accomplished under the applicable

provisions of Title 205. As a preliminary conclusion, then, it would appear that the Division's assignment on December 25, 26, and 27 was proper under the express provisions of the clarification. This is to say that under a literal reading of the clarification Mr. Gordon was entitled to the relief inasmuch as he was available on those days and he was not relieving another shift employee.

Notwithstanding the foregoing, the Review Committee does not believe this to be a proper application to question at hand. The matter of upgrades of this nature, like the question of relief, is a matter governed by the Labor Agreement. In this case the grievant had met all of the requirements for an upgrade. He was apparently qualified and his prebid evidenced his desire to such an appointment and he was in the headquarters where the vacancy occurred. For the period of the upgrade such an employee takes on the characteristics of the job to which he is appointed. In short, during the upgrade the employee temporarily steps out of his role as a relief man. It would follow that he would not be available for temporary assignments that he would be otherwise entitled to under the provisions of the clarification and the assignments to others should be made under other provisions of the clarification.

The final question concerns the employee's status under the clarification following the last day he worked in relief of the Chief Distribution Operator. To state the matter briefly, did he resume his permanent role as a Relief Distribution Operator following his final day worked in relief of the Chief Distribution Operator. The Review Committee believes that he did and that on January 1, and thereafter, he may again receive assignments in that role in accordance with the provisions of the clarification.

Decision

As we have pointed out in the foregoing, the answers to the issues involved in this grievance are not clearly furnished by either the clarification or the terms of the Labor Agreement. For this reason, our conclusions are furnished for future application and will not involve a retroactive wage adjustment in this case.

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