

REVIEW COMMITTEE DECISION

Review Committee File No. 1105  
East Bay Division Grievance No. D.Gr/C 1-71-9

Statement of the Grievance

The grievant in this case is a Relief ACO at the Martinez Power Plant. The issue presented by the grievance concerns his observance of his birthday holiday after his assignment to a relief situation. Prior to his assignment the day he would observe as a birthday holiday was set in conjunction with his Monday-Friday work day schedule. Inasmuch as his relief assignment changed his non-work days, it also changed the day he would observe as his birthday holiday. This the grievant contends is an incorrect application of the provisions of Subsection 103.2(a) of the Physical Agreement.

Discussion

The provisions of Subsection 103.2(a) were correctly applied in this case and, absent a previous election to observe another day, the birthday holiday fixes on the day before his newly scheduled non-work day that follows his birthday.

On the other hand, the Committee recognized that for these employees the change of the birthday holiday may unexpectedly, and at the last minute, disrupt the employees' plans for celebrating this holiday. In this vein there is much similarity between these employees and traveling maintenance employees. In the case of the latter employees, Company and Union entered into an agreement, dated May 27, 1971, waiving the time provisions of Subsection 103.2(b), thus setting the stage for an agreement between the employee and his supervisor for the employee to select a different date for him to observe the birthday holiday after assignment to the new work schedule.

Decision

The correction sought in the grievance is denied. It is the Committee's further decision that the provisions of the May 27, 1971 agreement shall be re-written so that in the future it will be applicable to all Relief Employees. Thus, if the relief assignment changes the date that employee would observe his birthday holiday, then, notwithstanding the provisions of Subsection 103.2(b), he may, after notice of such assignment, by written agreement with his supervisor elect to take another day as his birthday holiday.

FOR UNION:

W. H. Burr  
E. R. Sheldon  
L. N. Foss

By s/L. N. Foss

Date July 28, 1972

FOR COMPANY:

J. A. Fairchild  
H. J. Stefanetti  
L. V. Brown

By s/L. V. Brown

Date July 28, 1972

# PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211

May 27, 1971

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

Reference is made to Section 103.2 of the Physical Agreement, as last amended. A question has been raised with regard to the impracticability of employees assigned to maintenance crews observing the usual provisions of Section 103.2 when assigned to a plant other than their normal headquarters. In most instances such assignments are made less than 30 days from the date of the assignment and the employee does not have an opportunity under the changed circumstances to obtain a written agreement with his immediate supervisor to elect to take another day as his birthday holiday. For this limited purpose, we propose that the provisions of Subsection 103.2(b) be waived and that such employee, following notice of such an assignment, be allowed to elect and enter into a written agreement with his immediate supervisor to take another day as his birthday holiday when such holiday would occur during the course of an assignment as a member of a traveling maintenance crew.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *W. P. Wright*  
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

June 16, 1971

By *L. L. Mitchell*  
Business Manager