


REVIEW COMMITTEE

P G and E

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COAST VALLEYS DIVISION
PERSONNEL DEPARTMENT

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Rel. ...

IBEW 

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
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L.N. FOSS, SECRETARY

LV. BROWN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Colgate Division Grievance Nos. D.Gr/C 12-75-9&10
P-RC 193
Alleged Bypasses For Emergency Overtime

May 6, 1976

MR. D. N. STRUNK, Chairman
Colgate Division
Joint Grievance Committee

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

Division Grievance No. 12-75-9

The case concerns whether the on-call supervisor erred when he assigned a line crew to an emergency duty call-out as an extension of their regular work day. The crew was completing a job on overtime when another call was received requiring a crew to restore service, which ultimately lead to a third emergency that required the same crew to work all night into their regular work hours on the next day. The grievants are alleging that they should have been called for the second emergency inasmuch as they were available for emergency duty, and in their opinion it was not impractical for the supervisor to call them for the emergency duty. The issue then becomes one of whether the supervisor is in violation of Subsection 212.11(b) of the Physical Labor Agreement.

The unresolved issue appears to be clear-cut, although, upon further investigation it was determined that on May 20, 1975 (the date of the occurrence) the provisions of Title 212 of the Labor Agreement were not being complied with nor did the headquarters involved have a variance as provided for in Section 212.12 of the Agreement. The overtime system in practice was one of rotational call-outs by classification of all the employees in the Electric T&D Department in Marysville. The system did not make provision to carry out the "purpose and intent of the parties" as outlined in Subsection 212.1(a) of the Agreement in that employees volunteering for emergency duty were not making a definite commitment to be readily available for call-out. Therefore, the Labor Agreement, notwithstanding the fact of "practicality," does not provide for a remedy of penalty payments, and to that end, the Pre-Review Committee is of the opinion that a contractual violation did not occur. Therefore, the correction asked for should be denied.

May 6, 1976

Division Grievance No. 12-75-10

The record indicates that on July 23, 1975 the headquarters involved was adhering strictly to the provisions of Title 212. On the day in question, a T&D crew was completing a job on overtime, and at approximately 5:45 PM were assigned an emergency job that lasted until approximately 9:45 PM. The grievants who were signed up on the weekly on-call list are alleging that the Foreman bypassed them when it would have been "practical" to have called them for emergency duty. Further, the record indicates that the grievants were eventually called later that night and worked 3-3/4 hours at the overtime rate of pay. The issue in dispute is one of the Foreman electing to utilize the crew that was working instead of calling out the grievants who were readily available for call-out. Therefore, the issue becomes one of "practicality." There was a considerable delay in starting the job in that the T&D Driver assigned to the working crew had to be replaced. The job was not started until approximately 7:00 PM and lasted for approximately two hours and 45 minutes.

In view of the above, it is the opinion of the Pre-Review Committee that it would have been practicable to utilize the employees who were readily available for call-out. However, it has been determined that the grievants were not the volunteers with the least amount of recorded emergency overtime hours for that week. In fact, they were No. 2 and No. 3 on the weekly call-out list. Therefore, the adjustments, if any, are to those employees who were No. 1 on the list. Additionally, the grievants have not lost any money in that Item 4 of the Addendum to the Joint Statement of Facts dated February 19, 1976 states that if the grievants would have been called for the Olivehurst job, they would not, by agreement between the parties, have been used for the 8:15 PM emergency.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.



L. V. BROWN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJBergman:rto

cc: GNRadford
IWBonbright
Personnel Managers