

# REVIEW COMMITTEE

**P G and E**

**IBEW** 

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D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Bay Division Grievance Nos. 4-26-76-26 and  
4-32-76-32  
P-RC 230 and 231  
Called Out When Off Sick

July 9, 1976

MR. W. H. MOORE, Chairman  
North Bay Division  
Joint Grievance Committee

The above-subject grievances have 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. 4-26-76-26

The unresolved issue concerns the call-out for emergency duty on Sunday, February 15, 1976. A Line Subforeman was off due to illness Friday, February 13, 1976, his last regular workday in the workweek. The grievant, another Line Subforeman, is alleging that he should be paid for the Sunday call-out inasmuch as he was the volunteer entitled to the call-out in view of the sickness of the Line Subforeman who worked the emergency duty. This issue is not new to the Review Committee, and a basis for settlement was established in Pre-Review Committee File No. 115, where it was agreed that supervision must establish a notification system in order to properly administer Section 212.3 of the Physical Agreement. However, it appears that further clarification is required to resolve these problems. Therefore, one must look to the intent of Section 212.3, which was primarily negotiated to establish ground rules for the accounting of emergency overtime hours of employees when they failed to respond for emergency duty, or were off on vacation or off sick. The primary reason for the "off sick" provisions contained in this Section was to protect employees off sick during regular working hours from being called and unable to respond for emergency duty. In short, it is the employee's protection against "striking out" pursuant to Subsection 212.11(e) of the Agreement. Therefore, the Pre-Review Committee is of the opinion that if distribution of overtime is to be fair and equitable, both parties have obligations to achieve this goal and, to that end, the Pre-Review Committee agrees that supervision must establish a system of notification that provides for direct communication between supervision and the employees volunteering for overtime; that volunteers inadvertently called for emergency duty must notify the on-call supervisor of their sick leave status; and if need be, this portion of the administrative procedure should be reviewed with all employees coincidental with the six-month sign-up as provided for in Subsection 212.2(a) of the Agreement.

Turning to the case at hand, it appears that supervision does not have a firm procedure to assure that employees will not be called for emergency duty when

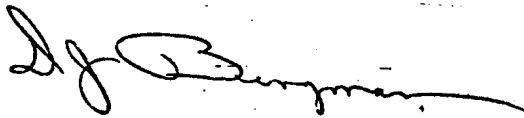
June 24, 1976

off sick. On the other hand, in view of Item 6 of the Joint Statement of Facts, the employee that worked was aware "for a couple of years" that he should not have been called after he had been off sick. He, further, failed to notify the on-call supervisor of his sick status at the time of the emergency call-out. With that being the case, the grievance should be closed without adjustment, and supervision shall adopt a procedure as outlined above.

Division Grievance No. 4-32-76-32

The issue in dispute concerns the call-out of a T&D Driver for emergency overtime who was off sick the previous day and had not returned to work. The weekly on-call list was exhausted by supervision prior to calling the employee who was off sick. The record indicates that the Joint Grievance Committee resolved the issue of calling a volunteer from another classification. Therefore, payment, pursuant to Section 212.11, is not a viable correction asked for due to the lack of a grievant. In view of the foregoing, the Pre-Review Committee is of the opinion that a contractual violation did not occur, and the case closed without adjustment. However, as to a system of notification, the Pre-Review Committee again recommends that the system outlined in North Bay Division Grievance No. 4-26-76-26, above, be adopted by the Division.

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



D. J. BERGMAN, Chairman  
Review Committee



L. N. FOSS, Secretary  
Review Committee

DJB:rto

cc: JGFoster  
IWBonbright  
LVBrown  
Personnel Managers