

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

IBEW 

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Shasta Division Grievance No. 13-22-76-22
P-RC 289
Pay For Emergency Overtime Not Performed

April 15, 1977

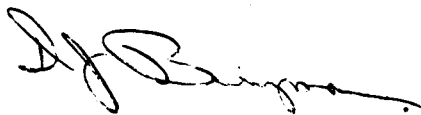
MR. A. E. HENDERSON, Chairman
Shasta Division
Joint Grievance Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Section 1B(2) of the Review Committee procedure, to the Joint Grievance Committee for settlement in accordance with the following:

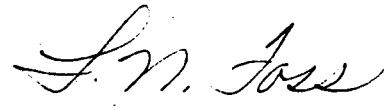
The issue concerns the grievant's entitlements, pursuant to Title 212 of the Agreement, on the morning of August 25, 1976. The grievant, a Lineman, was the only volunteer on the weekly call-out list for the week in question, and at approximately 7:25 AM, a T&D crew was needed to perform emergency duty; the on-call supervisor called the grievant at approximately 7:30 AM and was advised that he had left home for work. The supervisor then assigned a Lineman to the crew who was not a volunteer on the weekly call-out list. The grievant is requesting that he be reimbursed the same amount of overtime pay as the Lineman who worked the emergency overtime assignment.

The question of the grievant's contractual rights can be answered by the Labor Agreement itself, specifically, Title 212, Emergency Duty. The grievant, albeit, through no fault of his own was not available when called by supervision. To grant the correction asked for would be improper. Supervision fulfilled its contractual obligation by calling the grievant. Assuming that he was on his way to work, there was no guarantee as to the time he would report, therefore, the "practicable" alternative left to supervision was to assign another employee. As to charging the grievant for not responding, the Pre-Review Committee agrees with the Company members of the Joint Grievance Committee that, as a matter of equity, he should not be charged for a "no response" nor credited with the subject overtime.

This case is considered closed on the basis of the foregoing, and the closure should be so noted in the minutes of your next Joint Grievance Committee meeting.



D. J. BERGMAN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJB:rto

cc: FCMarks
IWBonbright
LVBrown
Personnel Managers