

REVIEW COMMITTEE

PG and E

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

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

P-RC 352
Fact Finding Committee No. 775-78-68
Shasta Division Grievance No. 13-45-78-1
Bypassed For Emergency Overtime, Lineman

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

October 20, 1978

MR. L. H. CONNER, Company Member
Shasta Division
Local Investigating Committee

MR. R. M. HAFNER, Union Member
Shasta Division
Local Investigating 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 I B(2) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

The case concerns a bypass for emergency duty on Sunday, January 8, 1978. The grievant, a Lineman, volunteered for emergency duty pursuant to Title 212 of the Physical Labor Agreement. The outage necessitated the calling of a three-man line crew consisting of one Line Subforeman and two Linemen. The grievant was the No. 2 Lineman on the list for call-out and when called by the supervisor, was not at home. However, the grievant's wife stated that he was working at his church and could respond within 40 minutes. The supervisor then called the No. 3 Lineman, who responded and worked the overtime.

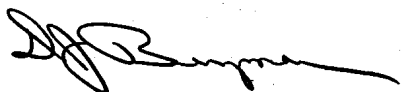
The key issue is one of whether the grievant was readily available for call-out as intended in Title 212 of the Agreement. The Pre-Review Committee recognizes that Section 212.1 formulates a voluntary call-out system, and employees are not required to be on call, as opposed to standby, and the grievant's position has merit in terms of his capability to be easily located and respond even though he was not at home. Item No. 2 of the Joint Statement of Facts indicates that the reason the supervisor did not make any further effort to contact the grievant was based solely on the fact that the response time of 40 minutes was inadequate. Further, it is apparent when reviewing Item No. 7 of the Joint Statement of Facts that had the grievant left an alternate phone number, it would not have been used on the first call.

The Pre-Review Committee agrees that the Labor Agreement Interpretation dated January 23, 1952, (attached), requires that the employee "on-call" leave word as to where he may be easily located. However, the only stated reason for

October 20, 1978

not utilizing the grievant on the day in question was, in the opinion of the supervisor, an inadequate response time with no indication that the emergency involved a hazard to life or property. With that being the case, the Pre-Review Committee is of the opinion that the grievance is settled pursuant to the provisions of Subsection 212.11(b) of the Agreement by granting the grievant the correction asked for.

This case is considered closed on the basis of the foregoing and the adjustments provided herein, and the closure so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJB:rto

cc: RJLaRue
IWBonbright
LVBrown
Personnel Managers

Attachment