

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
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IBEW



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

RECEIVED AUG 21 1978

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Shasta Division Grievance No. 13-46-78-2
P-RC 354
Electric T&D Employees Not Charged With
a "Failure to Respond"

August 18, 1978

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

MR. R. H. 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:

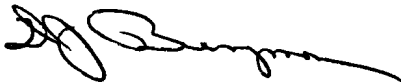
The case concerns the failure of the Division to charge three T&D employees with a "failure to respond" after completing several overtime assignments on January 14 and 15, 1978. The three employees were called out for emergency duty on the morning of January 14 and continued working into Sunday, January 15, 1978. On Sunday, the employees were asked by the General Foreman whether they were available for other call-outs upon their release from work Sunday morning, and the employees indicated they were not even though they were signed up for overtime pursuant to Title 212 of the Physical Labor Agreement. There were additional call-outs after their release, and the grievance, filed by a Line Subforeman, alleges that they should be charged for failure to respond inasmuch as they did not properly remove themselves from the call-out list. The Joint Statement of Facts indicates that all three employees worked substantially more than 21 hours during the two days.

In reviewing the facts surrounding this case, the Pre-Review Committee agrees that the Contract provides for removal from the overtime call-out list under certain conditions, and in this case, those conditions were not met, and the General Foreman technically is in violation of the Labor Agreement. However, Section 212.3 of the Agreement, in the opinion of the Pre-Review Committee, does not contemplate charging in every situation that may occur. The intent of Title 212 was to provide for a voluntary on-call system for emergency duty with certain contractual obligations placed upon the parties. The commitment of the employee was to be readily available for call-out and, in turn, the Company would call the employee with the least amount of recorded overtime hours. In reviewing this case, the three employees very definitely lived up to their commitment

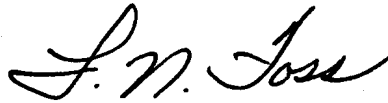
August 18, 1978

of being readily available for emergency duty to the point of working more than 21 hours of overtime. Supervision, on the other hand, believed that the employees had made a good faith effort to live up to their obligations and, as a result, were not interested in penalizing them for failure to respond for emergency duty subsequent to their release on Sunday, January 15, 1978. As a matter of equity, the Pre-Review Committee agrees that the employees fulfilled their obligations pursuant to Title 212 of the Labor Agreement and charging them with a failure to respond would be in contradiction of the intent and spirit of cooperation developed between the Company and Union in negotiating Title 212 during the 1974 general negotiations. Therefore, the case is closed without adjustment.

This case is considered closed on the basis of the foregoing, and the closure should be 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