



# REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
215 MARKET STREET, ROOM 916  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 973-1125

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  
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED FEB 20 1992

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

P-RC 1134 - Clarification

January 24, 1992

CHARLOTTE HARPER, Company Member  
San Francisco Division

LANDIS MARTTILA, Union Member  
San Francisco Division

Attached is a copy of Pre-Review Committee Decision No. 1134 which was settled January 14, 1988. Recently questions have arisen concerning the statement on Page 2, Paragraph 2 under discussion which reads:

"...and must exempt himself pursuant to Subsection 212.2(c)(3) for the period he is on vacation--this could disallow the employee's signing if the exemption would exceed two emergency call-out periods."

While the above does accurately reflect the discussion and agreement of the Pre-Review Committee at the time, subsequent review and discussion has resulted in agreement to delete the reference to the cited subsection.

The employee is still required to note the vacation period but it does not count as an exclusion during the week allowed under Section 212.2(c)(3). See Fact Finding Decision 1871 and 1872 (attached) which was distributed systemwide by cover letter dated June 1, 1981 which states an employee on vacation is ineligible for call-out. The parties continue to encourage the signing of the 212 list and the commitment of employees to be on-call.

DAVID J. BERGMAN, Chairman  
Review Committee

ROGER W. STALCUP, Secretary  
Review Committee

MAShort(223-1123):nj

Attachments

# 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  
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

Golden Gate Region Grievance No. 2-1298-86-35  
P-RC 1134

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

January 14, 1988

KENT H. ANDERSON, Company Member  
Golden Gate Region  
Local Investigating Committee

ED CARUSO, Union Member  
Golden Gate Region  
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 Step 5A(i) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

### Subject of the Grievance

This case involves an alleged Title 212 - Emergency Duty bypass.

### Facts of the Case

The grievant, an Apprentice Lineman, was on vacation from Tuesday, February 18, 1986, through Friday, February 21, 1986; Monday, February 17, 1986 was a holiday. The preceding weekend the grievant worked overtime and inadvertently took keys to a Company truck home.

He returned the keys to the yard on Tuesday, February 18. While there, he signed the weekly 212 list for the week of Friday, February 21, 1986 through Friday, February 28, 1986. It is presumed that he exempted himself from consideration between 4:30 p.m. on Friday, February 21 and 8:00 a.m. on Monday, February 24, 1986. Apparently, an Apprentice Lineman was called out for emergency duty some time during the night of February 24 or early morning of February 25. The grievant was not called for the assignment because Company considered him ineligible to sign the list while on vacation.

The 212 sign-up list and the record of the callout were not included as exhibits to the Joint Statement of Facts.

### Discussion

Company's answer on the grievance stated:

"There are no provisions to allow an employee who is on vacation to sign up for overtime. Allowing them to depart from the established procedure would require agreement between the parties. This has not

January 14, 1988

occurred. Moreover, allowing an employee to return to his headquarters while on vacation in order to sign up for overtime may require the Company to pay the employee a two hour minimum show-up pay. Correction asked for is denied."

The parties reviewed Subsection 212.2(b) of the Agreement and Fact Finding Case Nos. 1871 and 1872, distributed systemwide on June 1, 1981. The Pre-Review Committee concluded that employees who are on vacation are ineligible for callouts, but there is no bar to an employee signing the 212 list while on vacation for consideration for the period of time following the employee's return to work from vacation. In fact, it is advantageous to the Company to encourage 212 volunteers.

The Pre-Review Committee further agreed that if an employee who is on vacation opts to come to the headquarters to sign the 212 list, such employee: is not entitled to the "two-hour mini" provided for in Section 208.8 while signing up; must personally sign up; and must exempt himself pursuant to Subsection 212.2(c)(3) for the period he is on vacation--this could disallow the employee's signing if the exemption would exceed two emergency call-out periods.

#### Decision

The Pre-Review Committee is in agreement that the grievant is entitled to the adjustment provided for in Subsection 212.11(b) provided that an Apprentice Lineman was called out, the grievant was the Apprentice Lineman signed up with the least number of accumulated overtime hours; and the callout occurred subsequent to the grievant's return to work from vacation. The Local Investigating Committee shall make this determination; the Pre-Review Committee shall retain jurisdiction.

This case is considered closed based on the foregoing and the adjustment provided herein. Such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman  
Review Committee



ROGER W. STALCUP, Secretary  
Review Committee

MAShort(222-1123):mc

**D G and E**  
**FOR INTRA-COMPANY USES**

From Division or Department INDUSTRIAL RELATIONS  
 FILE NO. 741.5  
 RE LETTER OF SUBJECT Call Out of Employee on  
 Vacation, Section 212.3  
 To Division or Department

June 1, 1981

MS. M. E. BADELLA  
 MESSRS. L. C. BEANLAND  
 R. H. CUNNINGHAM  
 D. K. LEE  
 W. T. PETERSON  
 W. K. SNYDER  
 C. P. TAYLOR  
 R. C. TAYLOR

DIVISION PERSONNEL MANAGERS:

Attached is a copy of Fact Finding Decision Nos. 1871-81-60 and 1872-81-61 which have been agreed to by Company and Union for system-wide distribution. In accordance with Section 102.4 of the Physical Agreement, the parties have mutually agreed that these Fact Finding settlements are prejudicial with respect to future grievances. These settlements have been reviewed with the Company's members of the Review Committee and have their concurrence.

The attached grievances concern the question of the entitlement of an employee who has signed the weekly call-out list to be called when he is on vacation. Corresponding to that, of course, is the issue of the Company's obligation to such employee. In the past, we have consistently advised that employees who are off on vacation should be considered unavailable from the time they leave their headquarters at the end of their work day until they return following the conclusion of their vacation. We have not, however, resolved that issue with finality in the grievance procedure. The attached cases do just that.

Although the grievances were resolved in Company's favor; that is, there was no contractual violation in calling out the employee who was on vacation, the parties nevertheless agreed that, for the future, this would not be done. This means that when an employee leaves his headquarters at the end of the shift for vacation, he is not entitled to be called out under the provisions of Title 212 even though he had signed the weekly call-out list, and the Company is not obligated to call him. If the Company does call the employee and such employee works, the others in that employee's same classification, who have signed the weekly call-out list and who follows such employee in consideration for call, may have a legitimate claim to the correction provided in Section 212.11(b).

If you have any questions on this, please call Paul Pettigrew on Extension 1123.

*I. Wayland Bonbright*  
 I. WAYLAND BONBRIGHT

PEP:ml

cc: DJBergman  
 FCBuchholz  
 JBStoutamore

MEMORANDUM OF DISPOSITION  
FACT FINDING COMMITTEE NO. 1871-81-60  
FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION  
GRIEVANCE NO. 25-408-80-80  
GRIEVANCE NO. 25-409-80-81

SUBJECT:

The issue in these two grievances is whether there has been a contractual violation by using an employee who is scheduled for vacation but signed for emergency overtime on the weekly callout list.

DISCUSSION:

Attached hereto and made a part hereof is a report from the Local Investigating Committee.

A review of the facts of these cases revealed that the employee had requested he be called for emergency overtime during the weekend even though he was scheduled for vacation the following week.

Union's position was that the use of an employee who is scheduled for vacation for emergency overtime is in violation of Section 212.3. Company did not agree since this section states that an employee who is on vacation "will not be credited with the equivalent overtime if he does not work it"; conversely then, it must follow that he will be credited if he does work it. It is Company's position that this was in the Agreement to protect the employee who is on vacation and not to prohibit him from being called.

DECISION:

After a lengthy discussion, the Committee agreed that there had been no contractual violation in these cases considering the language of the Agreement.

Both parties also agreed that the use of employees who are scheduled for vacation to be called for emergency overtime is not a good practice; therefore, in the future, an employee who is on vacation as defined in Section 212.3 will be considered in the same manner as an employee who is off sick during regular working hours, also as described in Section 212.3. They will not be called until they have returned to work on a work day. Violations of this procedure will be subject to the provisions of Section 212.11 of the Agreement.

The parties agreed that this settlement will be distributed systemwide.

This case is closed.

MEMORANDUM OF DISPOSITION  
FACT FINDING COMMITTEE NO. 1871-81-60  
FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION  
GRIEVANCE NO. 25-408-80-80  
GRIEVANCE NO. 25-409-80-81

Page 2

Roger Stalcup  
R. Stalcup, Union Member

Concur/~~Dissent~~ 5/21/81  
Date

Ron Van Dyke  
R. Van Dyke, Union Member

Concur/~~Dissent~~ 4/25/81  
Date

P. E. Pettigrew  
P. E. Pettigrew, Company Member

Concur/~~Dissent~~ 4-29-81  
Date

R. J. Steele  
R. J. Steele, Company Member

Concur/~~Dissent~~ 4/23/81  
Date