



# REVIEW COMMITTEE

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**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
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P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-8510

**CASE CLOSED  
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Grievances Nos. FRO- 93-33 & FRO-93-38  
Fact Finding Committee No. 5554-94-3  
Pre-Review Committee File No. 1811

### Subject of the Grievances

These grievances concern the bypass of Equipment Mechanics who signed the 212 list because they were not qualified to perform work on Clean Natural Gas (CNG) stations.

### Facts of the Case

A third party CNG fuel station was constructed in Sanger in April of 1993. While the station was being constructed, the Fleet Supervisor selected two employees to attend three to four days of training by the manufacturer, Gemini. Following that training, the same two employees were sent to training in Santa Fe Springs sponsored by Norwalk, the manufacturer of the units to be placed in PG&E facilities.

The supervisor selected the employees because they had indicated an interest in learning more about CNG stations. The supervisor did not solicit volunteers from the workgroup.

The supervisor testified that he did not want to send all employees to training on the Gemini system, since he expected to only provide support for that 3rd party station for one year. Further, the supervisor testified that he expected any repairs to the stations would be made during regular work hours and not require the payment of overtime.

On April 18, 1993 one of the employees who had received training was called out for emergency overtime and worked eight hours. The other employee who had been trained worked three hours of emergency overtime on May 4, 1993 and six hours on November 26, 1993. Neither employee had signed the weekly or yearly 212 list. The grievant was the only employee on the 212 list. The overtime assignments were not posted.

### Decision


The Committee discussed that while the Company has an obligation to provide appropriate training, this obligation must be utilized in a reasonable manner consistent with the duration and cost of the training and the expected amount of work to be performed. In this case, it was not unreasonable for the supervisor to have provided training to only two employees. However, even in those instances where there is no anticipation of overtime, when only some employees in the classification at a headquarters are going to be provided specialized training of the nature addressed in this case, management should consider seniority, as well as, those employees who regularly make themselves available for overtime work.

It was not practical for the supervisor to callout the grievant as he was not sufficiently trained for the assignment. Therefore, a violation of the Agreement did not occur.

However, inasmuch as the grievant was not provided an opportunity to even be considered for training, and the grievant had made himself available for emergency callout, the Committee agreed to an equity settlement of 6 hours at the overtime rate of pay. Further, the committee suggests that if this type of work is expected to continue more employees be allowed to participate in training, especially those who will be available for emergency work.

On that basis this grievance is considered closed.

  
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Margaret A. Short, Chairman  
Review Committee

  
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Roger W. Stalcup, Secretary  
Review Committee

10/9/95  
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