

212.12: No violation of the contract agreement regarding EOT assignment (car-pole accident); grievant did not possess a Class "A" Driver's license.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
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(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

RECEIVED by LU 1245
OCT. 24, 2002

**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 94598
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

Pre-Review Committee No. 13265
OM&C – Area 4 – Electric T&D – Templeton

Melanie Curry
Company Member
Local Investigating Committee

Dan Lockwood
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns a Title 212, emergency overtime assignment.

Facts of the Case

On January 6, 2002 the grievant, who is a Lineman, another Lineman, and a T&D Assistant were called out for a car-pole accident. The grievant was the senior qualified bidder to Electric Crew Foreman and was upgraded. After conversing with the Troublemaker who was at the site of the accident, the grievant determined that two crew trucks would be needed. He called the on-call supervisor to relay this information. The on-call supervisor also talked with the Troublemaker. The Supervisor and the grievant agreed that two CDLA drivers were needed. The grievant did not possess a Class A Driver's license. The Supervisor made the decision to send the grievant home and call-out another ECF who was not signed on the list, but who possessed a Class A Driver's License.

The T&D Assistant did not have a Class A, although it is a requirement of the classification within six months of entry (see L/A 97-18 and 01-11). The other Lineman originally called out did possess a Class A License.

The grievant was appropriately paid for the amount of time worked.

Discussion

Union opined the grievant should have been allowed to work and the T&D Assistant sent home because the grievant was more experienced. In addition, the grievant had signed the 212 list and the ECF had not.

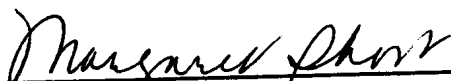
Company responded that Section 7.1 vests exclusively with management the right to make staffing decision. Section 212.11(c) provides pay to a grievant when it is determined that a wrong classification was used. There is no dispute in this case that a CDLA qualified classification was needed. Company could have released the T&D Assistant but was not contractually obligated to do so

The PRC reviewed PRC 1483 which quotes from RC 1031 and 1268:

"In situations involving drivers other than T&D Drivers where a Class I Driver's License is required and the assigned driver does not possess the required license, either the drive assignment or the load will have to be changed to comply with the State Vehicle Code.

Decision

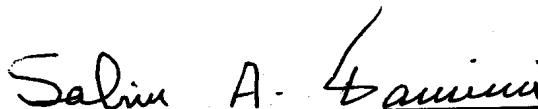
The PRC agrees no violation of the Agreement occurred and closes this case without adjustment.



Margaret A. Short, Chairman
Review Committee

10/24/02

Date



Sam Tamimi, Secretary
Review Committee

10-24-02

Date