

212.1: No violation of bypass of an Electrician at Stockton Substn. since the call-out list indicates he has been charged four times as many hours as he has worked. This indicates he was called-out and declined to work.

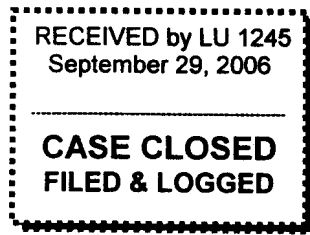


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MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE



IBEW



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SALIM A. TAMIMI, SECRETARY

Pre-Review Committee No. 16267

Jeff Wilding
Company Member
Local Investigating Committee

John Mendoza
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns a bypass in a Title 212 call-out.

Facts of the Case

The grievant is an Electrician at Stockton Substation. He was signed up on the 212 Emergency call-out list for the week of October 28 – November 4, 2005 as were four other Electricians. Their regular work hours were 6:30 a.m. to 4 p.m.

About 4:15 p.m. on Thursday, the Supervisor was informed by an Electrical Technician that Bellota Sub was out. The Supervisor asked the Elec Tech to go to Tesla and the Supervisor headed to Bellota. About 4:45 p.m. the Supervisor learned there were approximately 50,000 customers without power. At that point he began the emergency call-outs using the weekly sign-up list.

The grievant has the fewest accumulated overtime hours of the Electricians, however, he lives approximately 90 minutes away from the headquarters. The phone number for the grievant is shown on the space indicating "home #" and the space for "cell #" is blank. The Supervisor called the next two Electricians on the list and asked them to report to Bellota. There was at least one more Electrician signed on the list who was not called.

At about 6:30 the Supervisor called out a third Electrician. The three Electricians all have travel times of 15; 30; and 30 minutes respectively from their headquarters.

Discussion

The grievant believes he was discriminated against because there was a notation by his name on the list that says, "Please call as a secondary electrician" and because his requests to meet with the Supervisor went unaddressed.

Subsection 212.2(a) of the Physical Agreement states in relevant part:

"In calling employees to respond to emergency situations involving immediate hazard to life or property, Company will give preferential consideration to employees whose residences are located within 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters. For emergencies not involving immediate hazard to life or property, Company will give preferential consideration to employees whose residences are located within 60 minutes automotive travel time. "

It is clear from the above contractual language that the grievant is not entitled to preferential call-out based on his residence and its proximity to his headquarters. The language in the contract was not written to disadvantage the grievant, but to ensure that we respond to our customers' needs in a timely manner.

The note on the call-out list is to alert the person with call-out responsibility (usually supervisors) that the grievant should be called only after all others on the 212 list with the skill, training, and ability who reside within the above distances, needed for the emergency job have been called. Contractually, he has no entitlement to a call-out. However, it has long been a shared interest of the parties that employees who make themselves available for emergency call-out by signing the list, should be called when appropriate. Company wants to encourage volunteers for emergency duty.

In that spirit, the Supervisor and grievant are encouraged to have a discussion about opportunities for the grievant to work overtime. The call-out list indicates the grievant has been charged four times as many hours as he has worked. This indicates he was called-out and declined to work.

Decision

No violation of the Agreement occurred. This case is closed without adjustment.

Margaret A. Short
Margaret A. Short, Chairman
Review Committee

9/27/06
Date

Sam Tamimi
Sam Tamimi, Secretary
Review Committee

9-27-06
Date