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FOR INTRA--COMPANY USES

DIVISION OR
DEPARTMENT
FILE NO.
RE LETTER OF
SUBJECT

INDUSTRIAL RELATIONS
741.5

Review Committee File No. 1292
East Bay Division Grievance No. D.Gr/C 1-73-13
Improper Call-Out of Gas Serviceman, Concord

102,209

RECEIVED

JUN 5 1974

L.U. 1245 I.B.E.W.

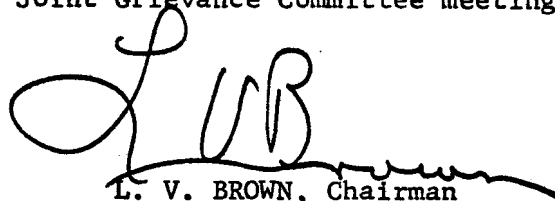
May 30, 1974

MR. C. E. ALTMAN, Chairman
East Bay Division
Joint Grievance Committee

The Review Committee has again discussed the above-subject grievance and is referring it back to the Joint Grievance Committee for settlement in accordance with the following:

There is no present dispute over the facts: The grievant was entitled to be called out first for the week in question. He failed to respond when called on April 27, 1973 and was charged for the time as if he had worked. Later during the same week, he was not called on May 3 due to an oversight on the part of his supervisor. Under these facts the Review Committee is of the opinion that the grievant was entitled to be called on May 3, 1973 and should be paid for the time that was lost.

This case is considered closed and should be so noted in the minutes of your next Joint Grievance Committee meeting.



L. V. BROWN, Chairman
Review Committee

DJBergman:rto

cc: WDSkinner
IWBonbright
JAFairchild
PMatthew
Personnel Managers
✓ LNFoss, IBEW

GUIDELINES FOR EMERGENCY CALL-OUT

In order to establish consistency in Division-wide practices regarding the provisions of Section 212.1, the following proposal is to equitably distribute emergency overtime. (For use in Diablo and Mission Districts)

OBLIGATIONS

Prior to discussing actual implementation, it should be understood that Section 212.1 contemplates emergency overtime as defined in the Labor Agreement. It does not include prearranged overtime which is covered by another section of the Agreement and is defined there as overtime for which notice to the employee has been given prior to quitting time of the preceding work period on a regular workday. It is also important to clarify the fact that Section 212.1 contemplates that Company and Union will arrive at reasonable scheduling methods for those employees who volunteer for emergency overtime assignment. This section requires employees who volunteer to recognize a certain obligation. It also requires that the Company meet its obligation in making overtime assignments to those who volunteer.

DEFINITION OF EQUITABLE DISTRIBUTION

By its language Section 212.1 states that overtime assignments will be distributed as equitable as practical among employees in the same classification who are in the same headquarters. It means that records must be kept of overtime worked by employees by classification on a day to day basis. It does not require that overtime be equal among all employees in a classification at a particular point in time. It does require, however, that where one employee falls behind another, efforts will be made to assign him the next available emergency overtime until such time as he catches up. It is very important to understand that Company's obligation extends only to those

employees who volunteer for overtime assignment. A formal procedure of assignment is contemplated in the language.

ASSIGNMENT OF ACCRUED OVERTIME FOLLOWING PROMOTION OR TRANSFER

Whenever an employee is promoted into a new classification or transfers from one headquarters to another, problems are encountered as to his rights to overtime assignment. Company and Union have agreed that whenever this happens the employee involved will be credited with overtime hours equal to the average of employees in the classification into which he promotes or transfers in the headquarters involved. This means that if there are four Fitters who have volunteered in a headquarters and they have accrued 20, 25, and 30 hours each respectively, a new Fitter at the headquarters will be assigned an arbitrary 25 hours as his listed overtime credit. Further distribution of overtime in this group will be based on records showing accruals of 20, 25, 30, and 25 hours for each Fitter.

A variation of this problem occurs whenever an employee is upgraded for an extensive period of time under payroll change tag. To consider the upgraded employee for overtime in the higher classification, he should be assigned the average hours of the group into which he is upgraded. His accrued hours in this basic classification will be credited for all hours of overtime worked in the higher classification. Thus where a Fitter with 50 hours is upgraded to Light Crew Foreman and the average of the Light Crew Foremen group is 60 hours, he will receive overtime as a Light Crew Foreman based upon the 60 hour average and all hours worked on overtime as a Light Crew Foreman will be credited to his arbitrary Light Crew Foreman hours as well as his accrued hours as a Fitter. In this example, if he worked five hours overtime as a Light Crew Foreman, his Light Crew Foreman account would show a credit of 65 hours and his Fitter account would show a total credit of

55 hours. Any further overtime assignments as a Fitter when he returns to his classification will be based upon 55 hours of accrued overtime.

In case of temporary upgrade during an emergency overtime situation, the man in the next lower classification who is qualified, with the least amount of overtime hours, will be called for the upgrade. The hours worked will also be charged to his regular classification.

RECOMMENDED METHOD OF DISTRIBUTION

All emergency overtime whether assigned to crew members or service personnel should be distributed under a formal system. The rights of employees to equal distribution depend upon two things: (1) a voluntary sign-up for emergency duty prior to the actual overtime assignment, (2) location of residence close enough to the service area to indicate prompt response to trouble.* If these two conditions are satisfied by the employee, Company supervision is obligated, without reference to superior talents or crew call-out preferences, to assign the overtime on the basis of equitable distribution. In order for any system to work, it must be clearly understood that those volunteering for emergency overtime are making a definite commitment to either remain at home or within telephone reach of Company supervision. In turn, the Company recognizes that the volunteer with the least hours recorded will be the first person called for in the event of an emergency. The following procedure is recommended:

(1) Set up a master log categorized by classification which will reflect all hours of emergency work performed by each employee for one accounting period. Establish the periods of October through March and April through September as the basic accounting periods. At the end of March and at the end of September of each year all recorded emergency overtime will be cancelled so that everyone in a classification begins again on the first of the

*If a question arises on an employee's location of residence, each case will be looked at individually by a Company-Union Committee.

following month at zero hours. This cancellation is to be made without reference to minor variations in overtime worked by employees.

(2) Establish a sign-up procedure whereby a form will be posted in each headquarters on Monday and Tuesday of each week soliciting voluntary sign-up for overtime for the period of the following Friday at 6 p.m. through the next Friday at 8 a.m. The list should provide for sign-ups by classification. It is to be removed on Tuesday evening and reposted Wednesday afternoon showing the names of these who have volunteered by classification, with the employees having the least overtime accrued at the head of the list.

An employee who has signed the weekly sign-up sheet will be allowed to remove himself in increments of 24 hour periods if he notifies the on-call supervisor on the morning preceeding his requested removal from the list.

(3) Mimeographed copies of each weekly sign-up list should be issued to the parties responsible for calling out employees for emergency duty. The employees will have the obligation for the complete sign-up period without reference to the amount of overtime they may or may not be given. A supervisor making overtime assignments should log all hours worked so that they may be credited by the Department clerk on the master log. In addition, whenever an employee is called but does not respond, this fact along with the hours involved should also be recorded for entry into the master log. Any employee who repeatedly fails to respond shall be deemed to have forfeited his rights to emergency overtime during that accounting period and will not be considered for further call-outs. Additionally, all hours involved where an employee does not respond will be charged against his account just as though he had actually worked the overtime.

(4) As Section 212.1 only concerns itself with emergency overtime, the accounting log should not be concerned with prearranged overtime. A log for prearranged overtime should be kept separately. Additionally, overtime which occurs as an extension of a workday, which by definition may be classified as emergency in the contract, shall be credited to the emergency overtime log. It is important to note, however, that work assignments for emergency work as an extension of a workday will not be changed in order to assure equal overtime account as a reflection of total emergency overtime received and becomes important later in making assignments of true emergency duty. It is further understood that the contract deals with emergency overtime and prearranged overtime and does not concern itself with our accounting definition of routine overtime.