

**REVIEW COMMITTEE****PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY  
 245 MARKET STREET, ROOM 444  
 SAN FRANCISCO, CALIFORNIA 94108  
 (415) 781-4211, EXTENSION 1125

JUL 10 9 1984

**CASE CLOSED  
 LOGGED AND FILED**

**RECEIVED JUL 9 1984**

REVIEW COMMITTEE DECISION

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

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

San Francisco Division Grievance No. 2-914-83-114  
 Review Committee File No. 1581-84-16

Subject of the Grievance

This case concerns an alleged bypass of a Service Representative for emergency overtime.

Facts of the Case

On September 30, 1983, a part-time Service Representative, after being released from work at 9:00 p.m., remained in the ACDS office and engaged in conversation with his supervisor. At 9:10 p.m., the switchboard indicated that there was a sudden surge of approximately 25 to 30 customer phone calls. At that time, the supervisor made the determination that additional help would be needed in responding to those calls and requested that the part-time Service Representative, who had been released from work at 9:00 p.m., remain and assist the other employee working at the time in handling the calls. The part-time Service Representative worked until 10:30 p.m. and was then released for the evening.

It was determined that the San Francisco District Customer Services Department has adopted an emergency overtime procedure identical to Title 212 in the Physical Agreement. Their local system also provides for payment of overtime in the event it is determined that an employee on the emergency overtime call-out list is improperly bypassed. The No. 1 Service Representative signed on the emergency overtime list grieved believing that she should have been contacted to respond to the calls the evening of September 30, 1983.

Discussion

The Company argued that, based on the circumstances involved, the need for an employee was immediate and; it was impractical to utilize the emergency overtime call-out list.

The Union opined that the local emergency overtime agreement for San Francisco Division requires the Company to utilize employees signed on the list on the event that emergency overtime is necessary. The sudden surge in customer calls did not, in their opinion, appear to be an immediate need; and therefore, the Company should have utilized the No. 1 employee signed on the emergency overtime list.

The Committee, after extensive discussion, agreed that this situation, although similar to incidents that have occurred in the field with physical employees, was unique. The Committee agreed that the need for an employee in this case was immediate; and since an employee was readily available to respond, it

was impractical to utilize any employees from the emergency call-out list. The Committee also noted that the Service Operator on duty stated that after 9:00 p.m. he uses his judgment and observes the call count to determine if a call-out is necessary. He stated that if the log shows that the number of calls received in a given hour is in the range of thirty calls, the clerk that remains until 10:00 p.m. should be able to handle the calls. Although he didn't state so specifically, the Service Operator seemed to be indicating that, had the exempt supervisor not been present and assigned the second employee to work, he would not have called another employee from the emergency overtime sign-up list.

The Union, however, went on to add that it would be improper to utilize employees who "hang around" the yard when it appears that overtime may be required such as during stormy, rainy weather conditions. The Union continued that it would be improper to utilize those employees for overtime to circumvent the Title 212 emergency call-out system.

### Decision

The Committee agreed, that, due to the unique circumstances that are present in this situation, the facts supported the impracticality of utilizing the emergency call-out list and, therefore, closes this case without adjustment and without prejudice to the position of either party. However, future similar issues will be judged on the facts presented and may be judged differently.

Closure should be so noted by the Local Investigating Committee.

#### FOR COMPANY:

N. L. Bryan  
F. C. Buchholz  
R. C. Taylor  
L. V. Brown

By 

Date 7/6/84

#### FOR UNION:

P. Nickeson  
F. Pedersen  
A. Watson  
R. W. Stalcup

By 

Date 6/29/84