REVIEW COMMITTEE

PG and E

IBEW

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L.V. BROWN, CHAIRMAN

INTERNATIONAL BROTHERHOOD OF
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L.N. FOSS, SECRETARY

☐ DECISION
☑ LETTER DECISION
☐ PRE-REVIEW REFERRAL

Colgate Division Grievance Nos. 12-75-14/15 & 12-1-76-1
P-RC 221 & 223
Alleged Bypass For Emergency Overtime

March 31, 1976

MR. D. N. STRUNK, Chairman
Colgate Division
Joint Grievance Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned to the Division for settlement in accordance with the following:

All three grievances are similar in that the unresolved issues are one of supervision utilizing employees for emergency duty who have not made themselves readily available for call-out; the grievants who were available allege that they should have been called even though the assignment would have resulted in an upgrade from Groundman to T&D Driver. The occurrences took place on December 6 and 7, 1975 and January 7, 1976. The headquarters involved are applying Title 212 of the Agreement as written. Further, the Division has established an administrative procedure for supervisors to assist them in administering emergency duty, specifically, in those areas where the Labor Agreement is silent. Part of the procedure calls for the upgrading of qualified employees who have made themselves readily available for call-out. This procedure has been recommended by both Company and Union as a means of giving preferential treatment to those qualified volunteers who have made themselves available for emergency duty. The grievants are alleging that the administrative procedure is an extension of Title 212, and the penalty provisions should be enforced if the procedure is not followed correctly.

These grievances are similar to others that have been submitted in that the issue concerns distribution of emergency overtime and not the response time of those employees called out that would justify supervision deviating from the agreed to call-out procedure. In the opinion of the Pre-Review Committee, there appears to be a misunderstanding relative to the intent and obligations of the parties, and to that end one must look to the 1974 general negotiations to find an answer to these problems. The parties, during the general negotiations, were quite concerned about overtime in general, primarily emergency call-out. The Company on one hand believed that it was paramount to insure themselves that employees would be readily available for call-out, to the point where restoration of service would be as fast as possible. On the other hand, the Union's concern was that employees should not be required to work involuntary overtime, let alone stand on call for emergency duty. If, however, employees were going to stand call, then the Company should guarantee them equitable

distribution of overtime. The compromise that was reached during the 1974 general negotiations is contained in the Labor Agreement, specifically, Titles 3, 208 and 212. Title 3 contains the residency requirement of service employees; Title 208, double-time provisions; and Title 212, a detailed procedure concerning the voluntary on-call system for emergency duty. Turning to Title 212, the one absolute agreement that was reached was: "When employees volunteer for emergency duty, they are making a definite commitment to be readily available for call-out; and, in turn, Company will call volunteers with the least amount of recorded emergency overtime hours." This statement is predicated on the assumption that a sufficient number of employees in all classifications would make themselves readily available for call-out on a weekly basis by volunteering pursuant to Title 212. Therefore, when grievances arise over employees not being available in a given classification, the Agreement is obviously silent as to the contractual obligations of the parties. Under the facts here, it is quite clear that the majority of employees are not making themselves readily available for call-out, and this in itself causes the system to break down and makes Title 212, as written, ineffective; and in some Divisions where this has been a problem, Division Management, with the cooperation of the local business representatives, has established an administrative procedure in an attempt to provide an alternate scheme to effect response. In no event, however, has this alternate been agreed to pursuant to Section 212.12 of the Agreement as an acceptable substitute for the purposes and intent of the Title itself.

In view of the foregoing, the Pre-Review Committee is of the opinion that a violation of the Labor Agreement did not occur in any of the three cases, and the administrative procedure developed by the Division appears to be a unilateral document that clearly does not bind the parties to any kind of an extension or addition to Title 212 of the Agreement; however, if that is the alternative to be utilized in the Division, it should be applied in a consistent manner where it is practical to do so. But, until the employees participate in accordance with the negotiated provisions or until the negotiating parties have agreed otherwise, the negotiated penalty provisions of Title 212 are not applicable. It should be obvious from the foregoing that the employees have the capability of enforcing equitable distribution by signing up in accordance with the provisions of Title 212.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.

L. V. BROWN, Chairman
Review Committee

L. N. FOSS, Secretary
Review Committee

DJBergman:rto

cc: GNRadford
IWBonbright
Personnel Managers

COLGATE DIVISION

JOINT GRIEVANCE COMMITTEE MEETING MINUTES

May 18, 1976

COMMITTEE MEMBERS, LOCAL 1245, IBEW

C. N. Larsen, Chairman
A. L. Baker
D. A. Babcock
L. H. Casserly
D. M. Phipps

COMMITTEE MEMBERS, PG&E

D. N. Strunk, Chairman
A. E. Brooks
A. E. Hinrichs, (Absent)
H. S. Newins

REPRESENTING LOCAL 1245, IBEW

T. Morgado, Business Representative

REPRESENTING PG&E

J. L. MacDonald, Jr., Division Personnel Manager

GUESTS - None

The meeting convened at 2:30 p.m. The minutes of the February 17 meeting were approved as written. The meetings of March 16 and April 20 were cancelled by mutual consent.

CORRESPONDENCE

D-RC 221 & 223

1. Letter dated March 31 from L. V. Brown, Chairman of the Review Committee, and L. N. Foss, Secretary of the Review Committee, to D. N. Strunk, Chairman, Colgate Division Joint Grievance Committee concerning grievances 12-75-14/15 and 12-1-76-1. All three grievances concerned were alleged bypass for emergency overtime.

   The Pre-Review Committee states that it is their opinion that there was no violation of the Labor Agreement in the subject cases. The cases are considered closed.

2. Letter dated May 6 from L. V. Brown, Chairman of the Review Committee, and L. N. Foss, Secretary of the Review Committee, to D. N. Strunk, Chairman, Colgate Division Joint Grievance Committee concerning grievances 12-75-9 and 10. Both cases concern continuation of a series of jobs and alleged bypass for emergency overtime.

   In case 12-75-9, the Pre-Review Committee is of the opinion that a contractual violation did not occur.

   In case 12-75-10, the Pre-Review Committee states that the grievants have not lost any money in that they were called out on a second call which they would not have been had they been called on the first call.

   Both of the above grievances are considered closed.

UNFINISHED BUSINESS - None.