

REVIEW COMMITTEE

PG and E

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L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Colgate Division Grievance No. 12-5-76-5
P-RC 235
Transfer From One Emergency Overtime Assignment
to Another

August 20, 1976

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

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

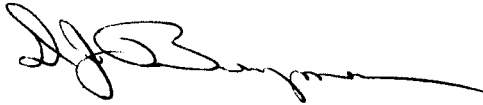
The grievance concerns the transfer of a Lineman, the grievant, who was No. 1 on-call for the week of March 12, 1976, from one emergency assignment to another on Saturday, March 13, 1976, that resulted in the grievant working five and one-half hours less than a second crew, which completed the original assignment. The record indicates that the original call-out was for an emergency in Wheatland and, while the crew was working there, additional emergencies arose which necessitated the calling out of more employees. The Joint Statement of Facts indicates that Subforeman Carter reassigned the employees based on their individual work experience, and in his opinion, the job to which he reassigned the grievant and himself would result in more overtime than the Wheatland job. The grievant is alleging that inasmuch as he was the No. 1 Lineman on-call for the week in question, he was entitled to have worked the job that he was originally called out for and should be paid the additional five and one-half hours of time. However, the record indicates that the Wheatland job was not the job the grievant was initially called out for.

The Labor Agreement, specifically, Title 212 - Emergency Duty, is silent in regard to the transferring of one employee from one emergency assignment to another although the Title is predicated on "practicality" relative to call-outs and grievance adjustments. The Pre-Review Committee is of the opinion that Subsections 212.11(b) and (c) are inapplicable in this case and the crucial factor rests in Subforeman Carter's testimony where, in his opinion, the best way to handle the situation was to reassign employees, and further, it appeared there would be more overtime involved on

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the job to which he and the grievant were assigned. Additionally, the record is clear that supervision fulfilled their obligations pursuant to Title 212 by carrying out the only two "volunteers" on the weekly sign-up list, one of which was the grievant. If this is the case, then it appears that the supervisor in charge exercised reasonable judgment in view of the circumstances, and the Joint Grievance Committee should again attempt to resolve the grievance.

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



D. J. BERGMAN, Chairman
Review Committee



L. N. FOSS, Secretary
Review Committee

DJB:rto

cc: GNRadford
IWBonbright
LVBrown
Personnel Managers