

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

IBEW



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
L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Bay Division Grievance Nos. 4-82-76-82,
4-84-76-84 and 4-95-76-95
P-RC 274, 275 and 276
Pay For Prearranged Overtime and
Alleged Bypass of Linemen

March 23, 1977

MR. W. H. MOORE, Chairman
North Bay 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, pursuant to Section 1B(2) of the Review Committee procedure, to the Joint Grievance Committee for settlement in accordance with the following:

All three Joint Statement of Facts indicate that in the Napa/Vallejo area, Title 212 - Emergency Duty, of the Physical Agreement, was not in effect at the time of the grievances nor was there an agreed-to variance, as provided for in Section 212.12 of the Agreement. Therefore, the Pre-Review Committee is of the opinion (see North Bay Division Grievance No. 4-74-96 (P-RC 142)) that contractual violations did not occur in these cases, and settlements pursuant to Subsection 212.11(b) would be inappropriate. As a result, the Review Committee will not accept the cases and the corrections asked for denied.

These cases are considered closed on the basis of the foregoing, and the closures should be so noted in the minutes of your next Joint Grievance Committee meeting.

D. J. BERGMAN, Chairman
Review Committee

L. N. FOSS, Secretary
Review Committee

DJB:rto

cc: JGFoster
IWBonbright
LVBrown
Personnel Managers

P G and E

FOR INTRA - COMPANY USES

DIVISION OR DEPARTMENT

INDUSTRIAL RELATIONS

FILE NO.

741.5

RE LETTER OF

SUBJECT

North Bay Division Grievance Nos. 4-74-96 and 4-74-101
Call-Out on Emergency Assignment and Overtime
T. Abeel and J. Farris

PRE 142

March 10, 1975

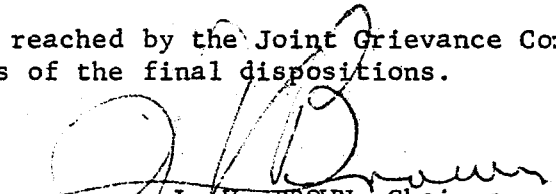
MR. R. H. JONES, Chairman
North Bay Division
Joint Grievance Committee

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 Joint Grievance Committee for settlement in accordance with the following:

In Case No. 4-74-96, the unresolved issue appears to be a question of whether the Company was obligated to call-out the grievant for emergency duty even though he had not committed himself to be readily available by signing up on the weekly sign-up sheet. With this being the case, the Pre-Review Committee is of the opinion that if there are no employees who have signed up on the weekly sign-up sheet for the week in question, the Company does not have an obligation to call employees in order. Otherwise, the Company's obligation is to call the employees who have made themselves readily available, and once the obligation is fulfilled, the Company did not violate the provisions of Title 212 of the Physical Agreement, and the correction asked for should be denied.

The issue in dispute in Case No. 4-74-101 concerns an employee who did volunteer for the time in question to be readily available for call-out pursuant to the provisions of Title 212 of the Physical Agreement. However, when the Company called the employee for emergency duty, he was not available and could not be reached. Therefore, the unanswered question is whether the Company is obligated to call the grievant more than one time during a call-out period (in this case, from 4:30 PM on November 20, 1974 to 8:00 AM on November 21, 1974). The Pre-Review Committee is of the opinion that the contract requires only one call to a volunteer during a call-out period, and if the employee does not respond, he then is unavailable for the rest of that call-out period. In turn, the employee will only be charged with one failure to respond as outlined in Sections 212.3 and 212.11(e). In the case at hand, the grievant made himself unavailable for emergency call-out, therefore, he is not entitled to the correction asked for.

When settlements are reached by the Joint Grievance Committee, the Review Committee should be sent copies of the final dispositions.


L. V. BROWN, Chairman
Review Committee

DJBergman:rto

cc: JGFoster
IWBonbright
EAPetterle
LNFoss, IBEW

RECEIVED
MAR 11 1975
L.U. 1245 I.B.E.W.