

# REVIEW COMMITTEE

**PG and E**

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L.N. FOSS, SECRETARY

D.J. BERGMAN, CHAIRMAN

East Bay Division Grievance No. 1-797-79-153  
P-RC 504  
Using Temporary Supervisor For Overtime Work

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

MR. M. E. BENNETT, Chairman  
East Bay 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, pursuant to Section I B(2) of the Review Committee procedure, to the Joint Grievance Committee for settlement in accordance with the following:

This case involves an alleged violation of Title 212 in that a temporary Field Foreman, East Bay Division, worked six hours of overtime on July 21, 1979, with a Fitter whom he had called out for emergency overtime. The facts in this case indicate that while no one had signed the weekly on-call list, the temporary Field Foreman who was functioning as the on-call supervisor did attempt to contact a Light Crew Foreman who was unavailable for work. At that point, the temporary Field Foreman whose base classification is Light Crew Foreman responded to the call himself and worked with the Fitter for six hours. The correction requested by the Union was to pay the Fitter who had responded as a Light Crew Foreman for the time in question and further pay the Fitter with the least amount of emergency overtime who should have been called out.

At the outset, the Pre-Review Committee notes that in the absence of any sign-up on the weekly call-out sheet there is no violation of the Agreement for failure to follow Title 212. As a result, the remedies provided in Subsections 212.11(b) and (c) are not applicable, and there is no contractual entitlement to compensate the Fitter with the least amount of overtime for the time worked.

As to the issue of the temporary Field Foreman working with the Fitter and the Fitter's subsequent request for upgrade, the Committee agrees that the emergency in question in this case was not the type which the parties contemplated in the 1966 General Negotiations when they outlined work which may be performed by non-bargaining unit supervisors. The Committee further believes that a more reasonable attempt should have been made to call out non-volunteer bargaining unit employees. As to the

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request to upgrade the Fitter to Light Crew Foreman in this case, however, the Committee concludes in the absence of contrary evidence, that the Fitter performed work which was within his classification under the direction of a temporary Field Foreman and, therefore, did not work outside of his classification as a Light Crew Foreman. In the absence of any other factors, therefore, the Committee concludes that the Fitter was appropriately compensated on this overtime assignment.

This case is considered closed on the basis of the foregoing, and the closure 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

PEPettigrew(1123):rto

cc: GFClifton, Jr.  
IWBonbright  
LVBrown  
FCBuchholz  
JBStoutamore  
RHCunningham  
Personnel Managers