

212.10 (P)
202 Hours Clarification (P)
REVIEW COMMITTEE

CASE CLOSED DEC 23 1983
LOGGED AND FILED

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IBEW 

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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

De Sabla Division Grievance No. 10-170-82-12
P-RC 768

December 22, 1983

MR. R. M. EDWARDS, Company Member
De Sabla Division
Local Investigating Committee

MR. S. A. THOMAS, Union Member
De Sabla Division
Local Investigating 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 Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This grievance concerns the on-call schedule for Troublemens located in Glenn District, De Sabla Division.

Discussion

Glenn District is composed of two headquarters: Willows and Orland. Each headquarters had been staffed by two Troublemens. The work schedule at both headquarters consisted of a 10 workday and 4 non-workday cycle. On-call procedures required that the Troublemens handle emergency callouts only in their respective headquarters area. The on-call Troubleman at each headquarters was the man who would normally work that day. If it was his normal non-workday, he would be free from on-call responsibilities.

On February 1, 1982, the number of Troublemens at Willows was reduced to one due to a retirement. The District reviewed the work load for Troublemens and concluded that there was insufficient work on weekends to justify continuing the 10 on, 4 off workweek. It was also concluded that a District-wide on-call schedule would be desirable for the three remaining Troublemens in Glenn District. In accordance with Section 212.10 of the IBEW Physical Labor Agreement, the Company attempted to negotiate a change in the on-call schedule which would place the three Glenn District Troublemens on a seven-day, three-man on-call rotation. The Union countered with a proposal to maintain the ten on, four off workweek coupled with the three-man on-call schedule which would only require the men on a normal workday to be on-call. Since the Company had previously concluded that there was insufficient weekend work to justify a ten-on, four-off workweek, the Union's proposal was rejected and no agreement was reached.

In light of the failure to reach agreement with the Union regarding an on-call schedule, the Company implemented a new workday and on-call schedule. The

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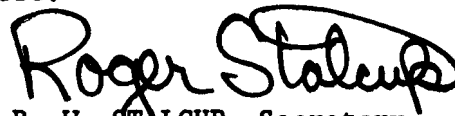
schedule which was established is provided for in the Labor Agreement Clarification, Title 202 - Hours, Paragraph IB and may be adopted by Company without prior agreement. The three Glenn District Troublemens were notified, effective February 22, 1982, that their workweek would be changed to Monday through Friday and that a combined District-wide on-call schedule would be established. The on-call duty would be rotated among all three Troublemens on a seven-day cycle. Union stated that the unilateral change in the on-call procedure was in violation of the Agreement. Union pointed out that prior to the schedule change, there was an on-call responsibility for each Troubleman in each headquarters which had been established pursuant to Section 212.10 of the Agreement. Union also acknowledged that there were several attempts to negotiate a new schedule that would have provided for district-wide coverage, rotation and on-call responsibility, again pursuant to Section 212.10 of the Agreement. As previously noted, however, local agreement could not be reached. Union is in agreement that, pursuant to the Labor Agreement Clarification of Title 202 - Hours, Section IB - Provisions Applicable to Schedules Which May Be Adopted or Revised by the Company Without Prior Agreement, that the newly-established schedule is one which is provided for and does not require prior agreement. Union pointed out, however, that the Clarification provides only for schedules but does not provide for mandatory on-call responsibilities. Union is of the opinion that on-call responsibilities for situations such as this must be either established by agreement pursuant to the provisions of Section 212.10 or must be established by means of a weekly sign-up system as provided by the balance of Title 212 of the Agreement. In this instance, Glenn District established a unilateral, mandatory seven-day, rotating on-call obligation for the three service employees, in violation of the Agreement. The Company was of the opinion that they would actively consider any on-call schedule which recognized the work requirements to maintain available employees and provide continuity of Service. The Company also stated that it has an obligation to its customers and ratepayers to staff and schedule manpower efficiently and productively, as practicable. In this instance, in the Company's opinion, to continue a ten-on, four-off schedule was inefficient and unnecessary.

Decision

There was considerable discussion by the Pre-Review Committee; however, no agreement was reached. It was learned that further discussions between the three Glenn District Troublemens and supervision in De Sabla Division occurred, and on October 7, 1983, a Section 212.10 agreement was reached to provide on-call coverage (attached). This case is settled on the basis of the above and should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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Encl.