

212.11 (P)
REVIEW COMMITTEE

PG and E

IBEW 

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

CASE CLOSED MAR 10 1983
LOGGED AND FILED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94598
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED MAR 9 1983

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-527-82-32
P-RC 779

March 4, 1983

MR. D. S. SOLBERG, Company Member
San Joaquin Division
Local Investigating Committee

MR. W. WEAVER, Union Member
San Joaquin 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:

This grievance concerns the use of a crew already working on extended workday to perform an emergency overtime assignment. The grievants, a Lineman, an Apprentice Lineman and a Groundman, San Joaquin Division, had signed the weekly call-out roster volunteering to be available for the emergency work and claimed that they were improperly bypassed.

The issue in this case, as it has been in numerous previous cases, is one of determining under Section 212.11(a) of the Physical contract whether or not it was impractical to use the emergency call-out procedure, and therefore, proper to make the overtime assignment to a crew already in the field. The crew already in the field had completed an extension of the workday assignment and were en route back to the headquarters when dispatched to the emergency work. With no undue delay, the crew proceeded directly to the job site, a distance of approximately 16 miles. Had the grievants been called out, it would have been necessary for them to first report to the service center, which is approximately 25 miles from their homes, then proceed to the job site, another 14 miles. In this present case, the Committee is unable to determine, with any precision, how much time difference there would have been between using the crew in the field and calling the employees who had volunteered on the on-call list. However, it is obvious that the time difference lies in favor of the field crew which had been dispatched to the emergency; and that is the heart of the argument over practicality.

The Committee researched a number of previous grievance settlements over the question of practicality including P-RC 193 and 226, and the following is a distillation of that research:

While grievance settlements have gone either way when this issue of practicality is involved, the parties have agreed essentially to the criteria listed below to resolve questions under Section 212.11(a).

1. "Practicality" is based primarily on the speed with which service can be restored by using one particular crew in lieu of another.

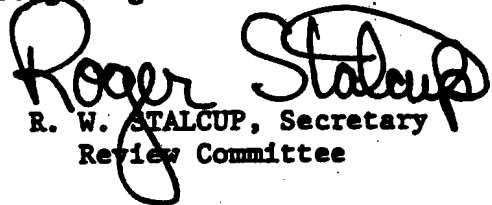
2. "Practicality" is not determined or based solely on any economic considerations.

In this case, the Committee concludes that it was impractical to use the emergency overtime procedures, and as a result, the grievance is settled without adjustment.

On the basis of the foregoing, this case is considered closed, and the closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

MAShort(1123):ml