

REVIEW COMMITTEE

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IBEW

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D.J. BERGMAN, CHAIRMAN

CASE CLOSED
LOGGED AND FILED

AUG 8 1985

RECEIVED AUG 7 1985

San Joaquin Division Grievance No. 25-721-84-58
P-RC 998

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

August 7, 1985

MR. R. J. STEELE, Company Member
San Joaquin Division
Local Investigating Committee

MR. F. HUTCHINS, 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:

Subject of the Grievance

Alleged Title 212 bypass of Lineman, Merced, San Joaquin Division.

Facts of the Case

On the evening of July 12, 1984, the General Foreman received a call from the Merced System Operator that an emergency crew was needed. There were two Linemen signed up on the 212 List; the grievant was No. 1. The General Foreman called the grievant's home at 8:46 p.m. and spoke with his son. The grievant was not home, nor did he leave a forwarding number. The No. 2 employee, who was called at 8:47 p.m., was not home either, nor had he left a forwarding number.

The General Foreman began calling other employees not signed up on the 212 List. He called four employee phone numbers; two were not at home, one phone was disconnected, and one was unanswered. On the fifth call, at 8:57 p.m., he reached a Lineman who agreed to work.

Calls six and seven were busy, number eight declined, nine was not home, ten was no answer. With the eleventh call, the General Foreman decided to redial the first busy number he'd reached before, which happened to be the Shop Steward's home. At 9:06 p.m., the employee's wife told the General Foreman where her husband was, that he was in the company of the grievant, and that she would have the employee call the System Operator in Merced.

At 9:09 p.m., the General Foreman redialed the second busy number and reached a second Lineman who agreed to work.

At 9:13 p.m., the General Foreman received a call from the System Operator asking if the grievant or the Shop Steward should report. The General Foreman responded to have the Shop Steward report. The grievant asked the

System Operator to let him talk to the General Foreman, but that was not possible because of the phone system.

The grievant drove the Shop Steward to the yard, spoke to the other two crew members, one of whom stated he didn't want to work anyway.

The General Foreman's reasons for not allowing the grievant to work were that the grievant failed to make himself available in accordance with the Agreement and that since the Shop Steward's wife had gone to the trouble of contacting him, he believed he was obligated to use him. It was also noted by the Pre-Review Committee that, at the time the General Foreman talked to the System Operator, he already had two employees responding and only needed one more.

Decision

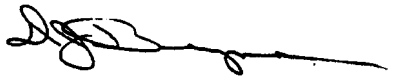
The Committee reviewed the language of Section 212.3, which states in part:


"In the event employees are called for emergency overtime and refuse or cannot be reached, they will nevertheless be credited on the appropriate list with equivalent overtime in the same amount as received by those who did the work. Company is only required to make an attempt to contact by telephone an employee during an emergency period and such employee will be charged only one refusal. "An attempt" includes redialing a telephone number once when a busy signal or no answer results from the first attempt...."

The Committee noted that in this case, the General Foreman reached someone on the first call to each of the employees who was signed up on the 212 emergency callout list. However, in neither instance did he reach the employee nor did he get an alternate phone number where the employee might be reached. The Committee concluded that the supervisor had met his obligation in administering the provisions of Title 212, that a violation of the agreement did not occur, and that no adjustment is required.

The Committee also agreed that, with this specific set of facts, the grievant could have been substituted for the Shop Steward without disruption or delay. Once again, the parties are mutually interested in ensuring that sufficient Title 212 volunteers are maintained to provide the continuous rendition and availability of service. To that end, both employees and supervisors are encouraged to live up to the spirit and intent of Title 212.

This case is considered closed without adjustment and should be so noted by the Local Investigating Committee.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee