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

CASE CLOSED %
LOGGED AND FILED

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 R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

□ DECISION
□ LETTER DECISION
□ PRE-REVIEW REFERRAL

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Golden Gate Region Grievance No. 2-1221-85-150 P-RC 1085

October 22, 1986

KENT H. ANDERSON, Company Member Golden Gate Region Local Investigating Committee

JOE VALENTINO, Union Member Golden Gate Region 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:

Facts of the Case

On August 23, 1985, Company prearranged a work assignment for August 24 and 25, 1985. The General Foreman determined that he needed a Gas Crew Foreman and a Fieldman for the job which involved arc welding. No Gas Crew Foreman who could arc weld were available so a Fitter/Arc was prearranged and upgraded to Gas Crew Foreman.

Discussion

The Union argued that Company was obligated to use a crew consisting of a Gas Crew Foreman, regardless of whether they could arc weld, and the Fitter/Arc who was qualified to perform the work. Since a Gas Crew Foreman was not used on the assignment, it was the Union's opinion that equal distribution of prearranged overtime was prevented, and the No. 1 Gas Crew Foreman on the prearranged overtime list should have been paid for the bypass.

It was the Company's position that there were no Gas Crew Foreman qualified to perform the work in question; i.e., no arc welders, so a qualified employee in a lower classification was appropriately used for the assignment.

Decision

The Committee agreed that, had a Gas Crew Foreman who could arc weld been available, the Company would have been obligated to use that employee for the assignment. In this case, it was impracticable to have done so since none of the Gas Crew Foremen were qualified. Therefore, the Committee agreed that there had been no violation of the Agreement and settled the case without adjustment. Such closure should be so noted by the Local Investigating Committee.

DAVID J. BERGMAN, Chairman Review Committee

ROGER W TALCUP, Secretary
Review Committee

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