

International Brotherhood of
Electrical Workers
Local 1245

and

Pacific Gas & Electric Company

Review Case #191

San Francisco Grievance #92

Arbitration Case #12

Issue: Did the Company have
sufficient reason to re-
lieve grievant of First
Operator responsibilities?

Date of Award: December 19, 1960

BACKGROUND

It was stipulated that in 1958 grievant committed an Operator error. A Foreman of a crew in the field which was going to work on an electric line was given a clearance by grievant to go ahead and work on the line although it was energized.

It was this error plus a previous record pertaining to grievant that lead the Company to demote him from a First Operator to a Second Operator. The other item taken into account by the Company was an operating error which the Company claimed grievant committed in 1951, as well as a series of so-called safety letters authored by grievant.

POSITION OF PARTIES

Company's position: That grievant is incompetent to perform the duties of a First Operator; that the Company's action in demoting him was not arbitrary, capricious or discriminatory.

Union's position: That the discipline imposed on grievant was improper because the Company, through its supervisors and others, contributed materially to the 1958 error; that he was discriminated against, in that others who also erred in 1958 were given disciplinary action of a lesser degree; that the Company is estopped from relying on the 1951 incident because of the passage of time; that he committed no such error in 1951 that would justify demotion; that the safety letters do not warrant a demotion; that grievant has been employed by the Company for 28 years; that no basis exists for the demotion.

FINDINGS OF FACT

The record sustains the following findings of fact:

1. That First Operator (the position that had been held by grievant) is in complete charge of the sub-station.
2. That grievant permitted an overhead foreman to report on an energized 12 K.V. circuit or Tie Line. When the DO told grievant to report the foreman on, grievant did not tell the DO that the line was hot clear up to Station G. Grievant states that he usually checked to see if the line was hot but did not do so in this case.

3. It is the Operator's duty to de-energize the line by opening the switches and after it is de-energized, to open the disconnects.
4. After the First Operator gives clearance to a man in the field, he writes out a "Man on Line" tag and places it on the point of control.
5. Grievant knew at the time he talked to the foreman that the line was hot.
6. Grievant claims that he thought the line was hot to switch #1599 which he thought was outside of Station G. But that in 1958, switch was not in the location indicated; that the foreman did not mention such a switch.
7. That "Man on Line" meant the foreman was going to work clear up to Station G; that "Man on Line" showed that the foreman was cleared between Stations K and G, and that Station G goes beyond the location of switch #1599 (even if it had been in existence) in 1958.
8. Grievant agrees that if switch #1599 had actually existed and if it had been opened it would have recorded on his ammeter.
9. Grievant admitted that it was an error to permit the foreman to report on a hot line, and it was stipulated that under the rules of the Company, as written, such an action would have been an error.
10. That the "safety letters" written by grievant indicate a misunderstanding of the Company safety rules.
11. That grievant failed in 1951 to make certain that all grounds had been removed before energizing the field and that his failure to do so resulted in substantial damage; that he thus violated the Company rules in 1951; and that he was in fact at that time reprimanded.
12. That at the time of the 1958 incident, the Operator at Station K, committed an error, as did the Division Operator. The former was given a reprimand and placed on probation; the latter was given a reprimand.

It is clear from the record in this case that grievant demonstrated sufficient incompetency to have justified the Company's action in demoting him in 1958 from a First Operator to a Second Operator.

The background of grievant's activities in the 1951 incident and with reference to the safety letters gave ample ground for raising some question concerning his competency, at least insofar as the duties and responsibilities of a First Operator are concerned. His actions in the 1958 incident clinched the suspicions which grievant by his own activities had developed.

Grievant stated that he would tell anyone that a hot line was involved in an operation, and yet he admits he did not do so in 1958. No excuse was offered or established for committing such an error. The danger of such an error to human life is all too apparent to require

comment. Knowing the danger but failing to act concerning it, clearly establishes that grievant could not be continued in a position which encompasses the duties and responsibilities of a First Operator.

Some of the mitigating circumstances suggested by the Union on grievant's behalf do not change this conclusion. There was no discrimination as to grievant. Others involved were also disciplined. The Company explained the reasons why they were given discipline less than a demotion.

The attempt by grievant to explain his lack of action on the ground that he thought switch #1599 was in existence is entitled to no weight, since it is clear that he knew that switch #1599 was not in existence. This was an effort to create an excuse after the event.

Serious weight cannot be given to the contention that grievant did not tell the foreman that the line was hot because he (grievant) claims he was instructed never to contradict a supervisor's statement.

The unfortunate fact is that grievant did not tell the DO or anyone else that the line was hot.

The record in this case, with particular weight being given the 1958 incident, sustains the Company's position.

DECISION

The Company had sufficient reason to relieve grievant of First Operator responsibilities.

- /s/ Sam Kagel, Chairman
- /s/ L. L. Mitchell, Union Member
- /s/ William M. Fleming, Union Member
- /s/ R. J. Tilson, Company Member
- /s/ A. W. Flippin, Company Member

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In the Matter of a Controversy

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, Local Union No. 1245,

Complainant,

and

PACIFIC GAS AND ELECTRIC COMPANY,

Respondent,

Involving Arbitration Case No. 12: Did
the Company have sufficient reason to
relieve of First Operator re-
sponsibilities?

OPINION AND DECISION OF BOARD OF ARBITRATION
SAM KAGEL, Chairman

L. L. MITCHELL, Representative for the
Union

WILLIAM M. FLEMING, Representative for the
Union

R. J. TILSON, Representative for the
Company

A. W. FLIPPIN, Representative for the
Company

San Francisco, California

December 19, 1960

ISSUE:

"Did the Company have sufficient reason to relieve ██████ N█████ of First Operator responsibilities?"

BACKGROUND:

It was stipulated that ██████ N█████ in 1958 committed an Operator error. (Tr. pp. 5-6.) A Foreman of a crew in the field which was going to work on an electric line was given a clearance by N█████ to go ahead and work on the line although it was energized.

It was this error plus a previous record pertaining to N█████ that lead the Company to demote him from a First Operator to a Second Operator. The other items taken into account by the Company was an operating error which the Company claimed N█████ committed in 1951. And a series of so-called safety letters authored by N█████.

POSITION OF PARTIES:

Company's Position:

That N█████ is incompetent to perform the duties of a First Operator; that the Company's action in demoting him was not arbitrary, capricious or discriminatory.

Union's Position:

That the discipline imposed on N█████ was improper because the Company through its supervisors and others

contributed materially to the 1958 error; that he was discriminated against, in that others who also erred in 1958 were given disciplinary action of a lesser degree; that the Company is estopped from relying on the 1951 incident because of the passage of time; that he committed no such error in 1951 that would justify demotion; that the safety letters do not warrant a demotion; that N[REDACTED] has been employed by the Company for 28 years; that no basis exists for the demotion.

FINDINGS OF FACT:

The record sustains the following findings of fact:

1. That First Operator (the position that had been held by N[REDACTED]) is in complete charge of the sub-station. (Tr. p. 13.).
2. That N[REDACTED] permitted W[REDACTED], an overhead foreman, to report on an energized 12 K.V. ^{circuit} Cedar or Tie Line. (Tr. pp. 15,32.) When the DO told N[REDACTED] to report W[REDACTED] on, N[REDACTED] did not tell the DO that the line was hot clear up to Station G. (Tr. p. 230.) N[REDACTED] states that he usually checked to see if the line was hot but did not do so in this case. (Tr. p. 231.)
3. It is the Operator's duty to de-energize the line by opening the switches and after it is de-energized to open the disconnects. (Tr. pp. 23-24.)

4. After the First Operator gives clearance to a man in the field he writes out a "Man on Line" tag and places it on the point of control. (Tr. p. 28.)

5. ~~XXXX~~ knew at the time he talked to ~~WXXXX~~ that the line was hot. (Tr. p. 192.)

6. ~~XXXX~~ claims that he thought the line was hot to switch #1599 which he thought was outside of Station G. But that switch in 1958 was not in the location indicated; that ~~WXXXX~~ did not mention such a switch. (Tr. p. 226.)

7. That "Man on Line" meant ~~WXXXX~~ was going to work clear up to Station G; that "Man on Line" showed that ~~WXXXX~~ was cleared between Stations K and G, and that Station G goes beyond the location of switch #1599 (even if it had been in existence) in 1958. (Tr. pp. 229, 226.)

8. ~~XXXX~~ agrees that if switch #1599 had actually existed and if it had been opened it would have recorded on his ammeter. (Tr. p. 234.)

9. ~~XXXX~~ admitted that it was an error to permit ~~WXXXX~~ to report on a hot line. (Tr. p. 224.) And it was stipulated that under the rules of the Company as written such an action would have been an error. (Tr. p. 225.)

10. That the "safety letters" written by ~~XXXX~~ indicate a misunderstanding of the Company safety rules.

11. That N[REDACTED] failed in 1951 to make certain that all grounds had been removed before energizing the field and that his failure to do so resulted in substantial damage; that he thus violated the Company rules in 1951; and that he was in fact at that time reprimanded. (Tr. pp. 13, 94, 137, 138, 139, 212, 213.)

12. That at the time of the 1958 incident J[REDACTED] the operator at Station K committed an error; that at the time of the 1958 incident P[REDACTED], the division operator, committed an error; and that J[REDACTED] was given a reprimand and placed on probation; that P[REDACTED] was given a reprimand.

SUMMARY:

It is clear from the record in this case that N[REDACTED] demonstrated sufficient incompetency to have justified the Company's action in demoting him in 1958 from a First Operator to a Second Operator.

The background of N[REDACTED]'s activities in the 1951 incident and with reference to the safety letters gave ample ground for raising some question concerning his competency at least insofar as the duties and responsibilities of a First Operator are concerned. His actions in the 1958 incident clinched the suspicions which N[REDACTED] by his own activities had developed.

N[REDACTED] stated that he would tell anyone that a hot

line was involved in an operation, and yet he admits he did not do so in 1958. No excuse was offered or established for committing such an error. (Tr. p. 238.) The danger of such an error to human life is all too apparent to require comment. Knowing the danger but failing to act concerning it clearly establishes that N[REDACTED] could not be continued in a position which encompasses the duties and responsibilities of a First-Operator.

Some of the mitigating circumstances suggested by the Union on N[REDACTED]'s behalf do not change this conclusion. There was no discrimination as to N[REDACTED], J[REDACTED] and P[REDACTED] were both disciplined. The Company explained the reasons why they were given discipline less than a demotion.

The attempt by N[REDACTED] to explain his lack of action on the ground that he thought switch #1599 was in existence is entitled to no weight. Since it is clear that he knew that switch #1599 was not in existence, This was an effort to create an excuse after the event.

Nor can serious weight be given to the contention that N[REDACTED] did not tell W[REDACTED] that the line was hot because he (N[REDACTED]) claims he was instructed never to contradict a supervisor's statement. The following appears at page 238 of the transcript:

Ex.

Q. (By La Plante, Company Counsel) "Otherwise, you would tell the D.O. that this line was hot and this man was trying to come on, and say, 'What's going on here; this man is trying to report on a hot line'?"

A. (By N[REDACTED]) "I wouldn't stop the D.O."

Q. "I am not asking you whether you would stop the D.O. I am asking you whether you would tell him that?"

A. "I would tell him and everybody else."

The unfortunate fact is that N[REDACTED] did not tell the D.O. or anybody else that the line was hot.

The record in this case with particular weight being given the 1958 incident sustains the Company's position.

DECISION - CASE NO. 12:

The Company had sufficient reason to relieve N[REDACTED] of First Operator responsibilities.

BOARD OF ARBITRATION:

Sam Kergel
Chairman

Ed Mitchell
Representative for Union

William M. Fleming
Representative for Union

[Signature]
Representative for Company

[Signature]
Representative for Company

Disent

Disent