

REVIEW COMMITTEE**PG and E**

ARB. 120

IBEW 

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

RECEIVED NOV 22 1985
REVIEW COMMITTEE DECISION

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

San Francisco Division Grievance Nos. 2-832-83-32 &
2-833-83-33 (RC No. 1569-84-4)
Coast Valleys Division Grievance No. 18-770-83-23
(RC No. 1565-83-18)
Sacramento Division Grievance No. 6-222-83-45
(RC No. 1623-85-16):*

Subject of the Grievances

These cases concern an employee's right, pursuant to Title 212, to continue working emergency overtime rather than being relieved by another employee, and whether an employee has been improperly bypassed when not called out for emergency overtime because the supervisor wanted rested crews to be sent out of Division.

Facts of the Cases

Review Committee No. 1565 involved a Traveling Machinist at Moss Landing Power Plant who was a member of a crew that was called out for emergency overtime at 6:30 a.m., Monday, February 21, 1983 (Washington's Birthday holiday). At approximately 9:00 p.m., the Mechanical Foreman noted that the work in progress would take several more hours to complete. He then notified a new crew to come in at midnight. He stated that he believed it would be unsafe for the grievant and the rest of the crew to continue working beyond 11:30 p.m. due to the physical demands of the work over the course of the day, difficulty of the job, and length of time already spent working. The grievant stated that he believed he could have continued to work until 8:00 a.m. on February 22, 1983. The grievant was sent home at 11:30 p.m. on February 21, 1983, and the other crew that was called out continued working on the job until 4:30 p.m. on Tuesday, February 22, 1983. The grievant believed that he should have been allowed to continue working and informed his supervisor of this prior to being released. It was undisputed that employees in the steam plants have worked for periods in excess of the 17 hours worked by the grievant.

Review Committee No. 1569 combined two grievances. In the first case, the grievant, a Groundman, worked emergency overtime from 6:45 p.m. on Sunday, February 20, 1983 until 2:00 p.m. on Monday, February 21, 1983. The grievant's regular work hours began at 10:00 p.m. on Monday, February 21, 1983. At the time he was sent home at 2:00 p.m. on Monday, the grievant was replaced by a Groundman who worked until 6:00 a.m. on Tuesday, February 22, 1983. The supervisor stated that the grievant had worked prolonged overtime at the point of his dismissal and that he wanted the grievant to receive a full eight hours off before the start of his normal shift.

The second case in Review Committee No. 1569 involved a Night Cable Splicer and two Night Groundmen who comprised a crew that worked on a job during their regular shift beginning at 10:00 p.m. on Saturday, February 19, 1983, and extended through and beyond the end of their shift until they were sent home at 9:00 p.m. on Sunday, February 20, 1983, and replaced by an emergency overtime crew that worked from 6:30 p.m. on February 20, until 1:00 a.m. on February 21, 1983. Company answered the grievance, stating Company's supervisors are responsible for the safety of their subordinates. Excessively long hours of work causes fatigue and leads to injury. In this instance, the crew had worked 23 straight hours. This was excessive in the supervisor's judgement, particularly since the job continued on February 21, 1983.

In Review Committee No. 1623, the grievant, a Lineman in Woodland, Sacramento Division, worked emergency overtime from 8:00 a.m. on Saturday, December 3, 1983, until 8:00 a.m., Sunday, December 4, 1983. At approximately 10:30 a.m. on Sunday, December 4, 1983, a request came in to send fresh, rested crews to North Bay Division to assist with major storm damage. The on-call supervisor did not call the grievant because he had recently finished working 24 straight hours, and it was anticipated that the out-of-Division work would last at least another 24 hours. For the period that included December 3, and December 4, 1983, three Linemen were signed up on the 212 emergency overtime list. The grievant was No. 2 on that list. The number one Lineman on the list did not work the 24 hour period of 8:00 a.m., December 3, to 8:00 a.m., December 4, 1983. The Local Investigating Committee Report does not explain why he did not work. The Local Investigating Committee Report states that the number one Lineman was called for the out of division assignment, but the Report does not explain why he did not work. Further, the Local Investigating Committee Report states that the number three Lineman on the list had worked the 24 hour period of 8:00 a.m., December 3, to 8:00 a.m. December 4, and was not called for the out of division assignment for the same reason the grievant was bypassed. In an examination of the payroll transmittals provided, however, the Committee noted that the number three Lineman did not work the earlier 24 hour period and did not work on the out of division assignment. Again, this discrepancy is not explained in the Local Investigating Committee Report. Based upon its review of the records submitted, this Committee determined that the No. 1 Lineman on the list did not work at all on December 3, or December 4, 1983. The No. 2 Lineman (the grievant) worked from 8:00 a.m., December 3, to 8:00 a.m. December 4; 3:00 p.m., December 4 to 1:15 a.m., December 5; 4:30 p.m., and December 5 to 9:30 p.m., December 5. The No. 3 Lineman did not work at all on December 3; worked 3:00 p.m., December 4 to 1:15 a.m., December 5. None of the three Linemen signed on the 212 list were sent to North Bay although four other Lineman were. The grievant was on the 212 list and believed he should have been called for the out-of-division assignment.

Discussion

These three cases were combined and referred to arbitration. Prior to an arbitration hearing, the parties executed Letter Agreement 85-61 and remanded the cases to the Review Committee to settle in accordance with the provisions of the Letter Agreement.

The Letter Agreement states, in part:

"If Company determines, based on observing objective behavior by an individual employee performing overtime work, that the employee can no longer continue to work safely, the Company will send the employee home. The Company will not send an employee home for the purpose of circumventing a rest period or increased overtime penalties."

Based upon the record before it, the Review Committee could not find any evidence that the grievants in Review Committee No. 1565, and Review Committee No. 1569 had been sent home based upon an observation of "objective behavior." As a result, the Review Committee agreed that the grievants in those two cases should not have been sent home and should be compensated as if they had continued to work.

In discussion of Review Committee No. 1623, it was the Union's opinion that Company was obligated to call an employee who had signed the 212 list and was not working, regardless of whether the employee had just finished working an extended period of overtime. The Union believes that Company is unable to observe objective behavior to deny the additional overtime unless the employee is called. Company stated its belief that Letter Agreement 85-61 does not negate issues of practicability, and that it was impractical to call the grievant in Review Committee No. 1623 due to the number of hours he had worked, and the need for rested personnel to go to North Bay.

Notwithstanding the arguments of both parties, the Review Committee agreed to a non-precedential equity settlement in Review Committee No. 1623, compensating the grievant for the time worked by crews sent to North Bay, less any time worked by the grievant during that period. This agreement is without prejudice to the position of either party on the issue in Review Committee No. 1623.

Decision

The grievant in Review Committee No. 1565 will be compensated at the double-time rate of pay for the time worked by the relieving employee between 11:30 p.m., February 21, 1983, and 8:00 a.m. on February 22, 1983.

The grievant in San Francisco Division Grievance No. 2-832-83-32, Review Committee No. 1569, will be compensated at the double-time rate of pay for the period following his dismissal at 2:00 p.m. on February 21, 1983, until 10:00 p.m. on February 21, 1983.

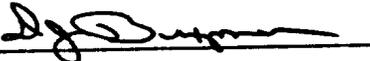
The grievant Night Cable Splicer in San Francisco Division Grievance No. 2-833-83-33, Review Committee No. 1569, will be compensated at the double-time rate of pay for the period between 9:00 p.m. on February 20, 1983, and 1:00 a.m. on February 21, 1983. The two grievant Night Groundmen will be compensated at the double-time rate of pay for the period between 9:00 p.m. on February 20, 1983 and 12:00 a.m. on February 21, 1983.

Review Committee No. 1623 is referred back to the Local Investigating Committee to determine the number of hours worked by employees sent to North Bay Division, and the number of hours during that period worked by the grievant, and to close the case based on the equity settlement outlined above.

The Review Committee further noted that any other cases closed pending resolution of Arbitration Case No. 120, and any future cases with this issue, should be settled in accordance with Letter Agreement 85-61.

FOR COMPANY:

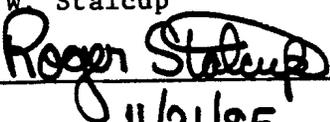
N. L. Bryan
F. C. Buchholz
R. C. Taylor
D. J. Bergman

By 

Date 11-21-85

FOR UNION:

P. Nickeson
F. Pedersen
A. Watson
R. W. Stalcup

By 

Date 11/21/85

PACIFIC GAS AND ELECTRIC COMPANY

PGE

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

May 15, 1985

Local Union No. 1245
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P. O. Box 4790
 Walnut Creek, CA 94596

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

The parties recognize that the Company's obligation to provide gas and electric services for its customers often causes its physical employees to work overtime. The parties further recognize that safety concerns arise frequently during overtime assignments, particularly during inclement weather. Accordingly, the parties agree to settle Arbitration Case No. 120 as follows:

1. An employee working overtime pursuant to Titles 212, 208, or 308 of the Agreement has the obligation to inform his supervisor when he is too tired to continue working safely. Except in cases of emergencies (hazard to life or property), the Company agrees to accept an individual employee's determination that he is too tired to work safely and to permit such individual to leave work.
2. If Company determines, based on observing objective behavior by an individual employee performing overtime work, that the employee can no longer continue to work safely, the Company will send the employee home. The Company will not send an employee home for the purpose of circumventing a rest period or increased overtime penalties.
3. The individual grievances involved in this arbitration will be remanded to the Review Committee for disposition in accordance with this settlement.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *[Signature]*
 Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
 BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO