

**REVIEW COMMITTEE****PG and E**

PACIFIC GAS AND ELECTRIC COMPANY  
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SAN FRANCISCO, CALIFORNIA 94106  
(415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION  
☐ LETTER DECISION  
☐ PRE-REVIEW REFERRAL

**CASE CLOSED  
LOGGED AND FILED**

**RECEIVED DEC 10 1987**

San Francisco Region Grievance No. 2-1308-86-45  
P-RC 1176

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

December 9, 1987

NANCY PETERSON, Member  
San Francisco Division  
Local Investigating Committee

ED CARUSO, Member  
San Francisco Division  
Local Investigating Committee

Subject of Grievance

This case concerns a contention that a clerical employee, once called out for overtime, should be allowed to continue working until an objective observation is made that the employee can no longer work safely.

Facts of the Case

Beginning on Friday, February 14, 1986, and continuing through Monday, February 17, 1986, 15 clerical employees from the Customer Services Department in Golden Gate Region were used to perform work in a storm center. The employees were used at varying times throughout the weekend, and many were sent home while others came in to replace them and asked to return later. Most of the grievants informed the Local Investigating Committee that they did not want to work any longer than they did, and some were not replaced by other employees when they were sent home. However, in two cases, employees requested to continue working but were told to leave; and they were replaced by other employees called out to work.

Discussion

Union argued that this case was similar to Review Committee Case Nos. 1565, 1569 and 1623 which were referred to arbitration as Arbitration Case No. 120 but settled in accordance with Letter Agreement 85-61-PGE on May 20, 1985. That agreement provides for the following:

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.

12.1+12.3-Clerical Emp  
Sent home from OT work  
Assignment  
**IBEW**

December 9, 1987

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.

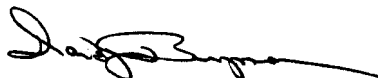
Union believes that the language in Title 12 of the Clerical Agreement is significantly the same as Title 208 of the Physical Agreement; therefore, this case should be settled on the same basis of Letter Agreement 85-61-PGE.

Company stressed that when the parties executed 85-61-PGE, Title 12 was not included although other Titles of the Agreement not cited in cases referred to Arbitration Case No. 120 were included in the letter agreement. Company believed that the exclusion of Title 12 was warranted.

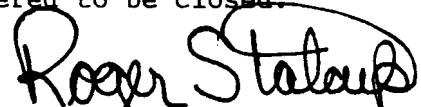
#### Decision

The Committee agrees that the application of Title 12 is essentially identical to Title 208 and, therefore, the interpretive language of Title Agreement 85-61-PGE must be applied to the Clerical Agreement. In recognition of the previous exclusion of Title 12 from 85-61-PGE, the parties agree that this decision has future application only and Golden Gate Grievance No. 2-1308-86-45 is closed without adjustment.

On that basis, this case is considered to be closed.



DAVID J. BERGMAN, Chairman  
Review Committee



ROGER W. STALCUP, Secretary  
Review Committee

RRD:sm