

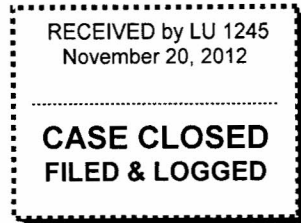


REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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SAN FRANCISCO, CA 94177
(650) 598-7567

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700



DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 21366 Electric Operations – Electric T&D – Oakland

Marcus Mitchell
Company Member
Local Investigating Committee

Lou Mennel
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns a Written Reminder issued to an Electric Crew Foreman for failing to report to a mandatory pre-arranged overtime assignment.

Facts of the Case

On Tuesday, December 27th, the Electric T&D employees in the Oakport yard were notified that a crew would be needed for Sunday January 1st. On the following day the supervisor wrote on dry erase board the names of the employees who would be required to work the assignment if there were insufficient volunteers. The grievant's name was one of the names listed. Following this, the supervisor and the grievant had a discussion regarding the assignment. The supervisor wanted to make sure the grievant understood that he was obligated to work the assignment. The supervisor further told the grievant that he would not force the upgrade of a Lineman to take the place of the grievant.

On Thursday, the grievant called in sick. On Friday, the grievant called in and left a voice message requesting a Floating Holiday. Upon hearing the voice message that day, the supervisor texted the grievant telling him that he was expected to report for the New Year's Day overtime assignment. The grievant read the text on either Friday or Saturday. The grievant did not respond to the supervisor's text and did not report for the Sunday overtime assignment.

During the Local Investigating Committee, the grievant stated that when he left work on Wednesday, he believed he had not yet been forced to work the overtime. The supervisor had told him he would be forced if there were insufficient volunteers. Since employees had until Thursday to volunteer, it was possible that he did not need to work.

Discussion

At the earlier stages of the grievance procedure the Union had argued that in accordance with Subsection 208.6(b) of the Physical Labor Agreement, an employee who is off due to illness or injury shall not be scheduled to work overtime until the employee returns to work on a regular workday. Since the grievant had not returned to work following his sick day he should not have been required to report to the overtime assignment and should not have be disciplined for failing to do so.

In regard to the Union's argument that the employee should not have been required to work the overtime assignment, the Company pointed to Fact Finding Decision 2651-83-72(a). In that precedent setting settlement, the parties agreed that an employee who takes a Floating Holiday is considered available for overtime and is obligated to respond. Given that the grievant took a Floating Holiday on Friday, he was considered as available, contractually eligible and obligated to respond.


The issue before the Pre-Review Committee is whether the disciplinary action taken for failing to report was for just cause. It is clear from the record that the grievant was made aware of the expectation to work the overtime. This was communicated to him before he left work and following his voice message requesting a Floating Holiday. If the grievant was unable to report due to illness, he had an obligation to contact his supervisor.

The Committee agrees the grievant was obligated to report as agreed to in Fact Finding Decision 2651-83-72(a).

Decision

The Committee agrees the discipline was issued for just cause and closes this grievance without adjustment.

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|---|-----------------|
|  | <u>11/20/12</u> |
| Doug Veader, Chairman | Date |
| Review Committee | |

| | |
|--|-------------------|
|  | <u>11/20/2012</u> |
| F.E. (Ed) Dwyer Jr, Secretary | Date |
| Review Committee | |

PACIFIC GAS AND ELECTRIC COMPANY
 SAN FRANCISCO DIVISION
 MEMORANDUM OF DISPOSITION

RECEIVED
 BAY REGION
 HR ADMIN. CTR. DJK
LQ
HY
SK
 SEP 30 1993
 ADV. INFO CIRCULATE FILE DESTROY
 BEAR IN MIND FOLLOW UP

Fact Finding Committee No. 2631-83-72(a)
 San Francisco Division Grievance No. 2-815-83-15

SUBJECT OF GRIEVANCE:

The Grievant in this case had elected to take a floating holiday on Friday, January 14, 1983. The Grievant was also bypassed for emergency call outs pursuant to Title 212 from 1/14/83 through 1/16/83 due to the holiday selection by the employee. The Union contended that the Friday in question was a holiday and that the grievant would be available for overtime work from 0430 Friday until 0800 on the following Monday. The Company, on the other hand, contended that by selecting a Friday as a floating holiday that the employee was opting for a three day weekend and should not be called nor charged with a failure to respond from 0430 Friday until 0800 Monday. The Company also contended that the Friday floating holiday election was in reality no different than selecting a vacation day on Friday.

DISCUSSION:

1. Attached hereto and made a part hereof is the report of the Local Investigating Report in this case.
2. The Committee agreed that the contract is explicit that a floating holiday is like any other holiday for all purposes including overtime.

DECISION:

Based solely upon Subsection 212.3 of the Physical Agreement the Fact Finding Committee directs that the grievant be paid for any bypass for an emergency call out during the period of 1/14/83 through 1/16/83 to which he would have otherwise been entitled. The Committee also points out that since a floating holiday is like any other holiday that it is incumbent for employees to respond to emergency call outs occurring after the end of their normal workday preceding their holiday and the start of their next normal workday subject to conditions outlined in Subsection 212.2(a).

F. A. Saxenreiter
 F. A. SAXENREITER, For the Union

Concur/Dissent 5-24-83
 Date

O. Wheeler
 O. WHEELER, For the Union

Concur/Dissent 7-6-83
 Date

H. Tyburski
 H. TYBURSKI, For the Company

Concur/Dissent 7/6/83
 Date

K. U. Anderson
 K. U. ANDERSON, For the Company

Concur/Dissent 5/24/83
 Date