

REVIEW COMMITTEE**PG and E**

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M.A. MEDEROS, SECRETARY

- ☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

Sacramento Division Grievance No. 6-72-78-24
Fact Finding Committee No. 1124-79-65
P-RC 500
Bypass of Reserve Gas Serviceman, EOT

March 28, 1980

MR. A. L. HIROSHIMA, Company Member
Sacramento Division
Local Investigating Committee

MR. A. E. SANDOVAL, Union Member
Sacramento Division
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 Section I B(2) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

This case involves the alleged failure to call-out for emergency overtime a Reserve Gas Serviceman in Sacramento District. On November 14, 1978, gas pressure was lost in the lines to the city of Rio Vista. As a result, the Service Foreman in Sacramento District began to send Gas Servicemen to Rio Vista to reinstate service to the customers. The emergency lasted from November 14, 1978, at 5:00 p.m. until November 15, 1978, at 8:00 a.m. The grievant in this case is a Reserve Gas Serviceman who was working the 8:00 a.m. to 5:00 p.m. shift on November 14. Sometime before 5:00 p.m. the grievant called the Service Operator and was instructed to continue working until he completed all his tags. Sometime between 10:30 and 10:45 p.m., the grievant returned to his headquarters to wait for further instructions. At that point, the District Gas Superintendent sent the grievant, along with four other employees, home as they were no longer needed. According to the testimony in this case, supervision was primarily concerned that they would have enough people to work their normal shifts on November 15, with the probability that there would be more overtime on an extended workday basis on that day. At approximately 11:00 p.m., the District Service Foreman, who was temporarily headquartered in Rio Vista during the emergency, called the Dispatch Office. At that point Serviceman Stultz, who had earlier been told to go home along with the grievant asked to speak to the Service Foreman and requested to be allowed to help out in the outage. The Service Foreman was assured by Mr. Stultz that he would work the following day including overtime, if necessary, if he were allowed to work the outage. On that basis Mr. Stultz was allowed to proceed to Rio Vista on November 14, 1979 and work. The grievant, who had been standing next to Stultz at the time of the phone call, stated that he asked the Service Operator following this phone call how he could reach the District Service Foreman. The grievant indicated that the Service Operator stated that he did not know the number where the Service Foreman was at that time. In the Local Investigating Committee meeting, the Service Operator testified that the grievant did not ask him for the number where the District Service Foreman could be reached. The file indicates that the grievant asked the Foreman the following day why he was not allowed to work to which the Foreman explained that although he could have used the grievant the night


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before, he did not know that he was standing next to the other Serviceman at the time of the phone call or he would have extended the same offer to the grievant, that is to work the overtime in Rio Vista.

After a thorough review of the facts in this case, it is apparent to the Committee that the need for additional employees to work at the Rio Vista emergency ended at the time the District Gas Superintendent instructed the grievant and the other Servicemen noted above, to go home. (This is notwithstanding the subsequent voluntary arrangement between Stultz and the Service Foreman). That decision was predicated on the need to have Servicemen available for their shifts on the following day and is consistent with the decision outlined in Review Committee File No. 1269. The Committee agrees that the grievant's contractual rights under Title 212 were not violated since at the point in question there was no emergency call-out in effect. Further, while the Foreman acknowledged that he would have allowed the grievant to work the overtime had he known he was interested, the fact remains that he did not know that the grievant was available. The grievant's testimony that he made an attempt to contact the Service Foreman through the Service Operator is not corroborated by the Service Operator's testimony, and the facts therefore indicate that the grievant was unprepared to volunteer as his fellow Serviceman had.

The Committee presently understands that a new voluntary call-out procedure has been negotiated under Section 212.10 for this work group and hopes that it will provide a basis for settlement of these kinds of cases in the future.

This case is considered closed on the basis of the foregoing, and the closure should be so noted by the Local Investigating Committee.


D. J. BERGMAN, Chairman
Review Committee


M. A. MEDEROS, Secretary
Review Committee

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cc: SEHowatt
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