

REVIEW COMMITTEE

PG and E

IBEW 

PACIFIC GAS AND ELECTRIC COMPANY
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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

CASE CLOSED OCT 9 1981
LOGGED AND FILED

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Drum Division Grievance No. 15-71-80-14
P-RC 663

October 8, 1981

MS. M. HAKATA, Company Member
Drum Division
Local Investigating Committee

MR. E. A. FORTIER, Union Member
Drum 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 Step Five A(i) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

This case involves the hours of work for an Equipment Mechanic who, because of his physical limitations, has been assigned tool repair duties in the Auburn Garage. The grievant was placed on Long Term Disability on April 1, 1976 as a result of a serious injury in a personal automobile accident. On February 13, 1979, Company and Union entered into an agreement to return the grievant to the Auburn Garage as an Equipment Mechanic. The agreement provided that his principal duties would be tool repair; however, he would be utilized on tune-ups, troubleshooting, electrical problems and other work within his physical capabilities as necessary.

The grievant was returned on February 1, 1979 to the day shift. On May 12, 1980 he was transferred to the night shift along with an Apprentice Equipment Mechanic. The grievance issue in this case alleged that the shift change for the grievant was not proper under Section 202.15 of the Agreement inasmuch as the tool maintenance he performed could just as easily be performed during the day as had been the case since his return to work on February 1, 1979 and further that the grievant was spending 100 percent of his time on such work.

While it was the intent of the Company in returning the grievant to the active payroll to utilize him in Equipment Mechanic work other than tool maintenance as time and his physical capabilities permitted, it was apparent in reviewing the Local Investigating Committee's record and a subsequent Addendum that the grievant, was spending the vast majority of his time on tool repair.

In view of these facts and that the record indicates that tool maintenance is performed on the day shift in all other C Divisions, the Committee agrees that


October 8, 1981

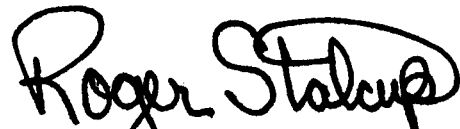
the shift change of grievant under the provisions of Title 202.15 of the Physical Agreement cannot be justified.

While this case has been before this Committee, considerable discussion has taken place relative to the implementation of a settlement. At the request of the Fact Finding Committee, additional information was requested from the Local Investigating Committee. By letter dated April 27, 1981, an Addendum was provided. Subsequent to a Fact Finding Committee meeting on June 5, 1981, the Division was aware that the shift change could not be justified and that the grievant was to be returned to the day shift. For reasons that are not clear to this Committee, this settlement was not implemented; therefore the grievance was referred to Pre-Review. Subsequent to the referral to Pre-Review, the Division has again been advised that the shift change cannot be justified and that the grievant is to be returned to days. The members of this Committee are of the opinion that grievance settlements should be implemented as quickly as reasonably possible, particularly in cases where the action grieved has caused some hardship to the grievant, such as in this case. Union's member of this Committee is of the opinion that the refusal of the Division to return the grievant to the day shift when it first was advised of this settlement is intolerable and unacceptable.

This grievance is settled with the provision that the grievant will be returned to the day shift at the Auburn Garage immediately. Further, he will be compensated at the overtime rate of time and one-half for the first four days of the shift change for all hours worked outside his normal work hours.

On this basis, this case is considered closed and it should be noted by the Local Investigating Committee.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

RWS:rlm

cc: JLKirkegaard
MEBadella
LCBeanland
MEBennett
IWBonbright
LVBrown
FCBuchholz
RHCunningham
NRFarley
DOKabayashi
JBStoutamore
WKSnyder
LSilton
CPTaylor
CEWelte
Division Personnel Managers