

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

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

CASE CLOSED JAN 14 1983
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

D.J. BERGMAN, CHAIRMAN

RECEIVED JAN 13 1983

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1075-82-34
 P-RC 783

January 10, 1983

MR. R. S. BAIN, Chairman
 General Construction
 Joint Grievance Committee

Mr. Greg Valley, Chairman
 General Construction
 Joint Grievance Committee

Facts of the Case

At 9:00 a.m. on March 11, 1982, a Gas Construction crew working in Oakland near Sixth and Jefferson Streets was sent home because of inclement weather.

At the time of their release from work on March 11, the Equipment Operators on the crew were working on soil and surface compaction under a freeway overpass, and the Welders on the crew were fabricating offsets for piping at the same location.

The crew members were paid four hours, at their straight pay rate, for the day, in accordance with Section 303.2 of the Agreement.

The Union and the employees on the crew (including the Working Foreman A who was supervising the crew) claimed that the crew members could have worked "productively and safely" under the protection of the freeway overpass or at their headquarters yard on the day in question.

The Gas Construction General Foreman who made the decision to send the subject crew home on March 11 denied that the crew could have worked productively and safely that day; however, he did not personally inspect the job site, nor did he obtain any information concerning conditions at the job site before he made his decision. The General Foreman acknowledged that work was available at the headquarters yard which at least some of the crew could have performed on March 11, but stated that he had no money to spend on this work. The General Foreman did indicate that two Welders, an Equipment Operator and a Working Foreman may have been able to work productively and safely at the job site on March 11, but claimed that working only four people on the job would not have been "cost effective."

Discussion

The basic issue presented by this grievance is whether Section 303.5 of the Agreement was properly applied in the subject instance. This issue is not new to the Pre-Review Committee, and has been the subject of several previous grievances.

The Committee noted that, at the time this event occurred, Section 303.5 read, in part:

"The decision to send an employee home under this Title shall be made by a supervisor when in his best judgment the weather, ground, or other conditions at the work site make it impractical to work productively or safely. The decision will be made by an exempt supervisor except in those cases where such a supervisor is not accessible."

As a result of the recently concluded and ratified general negotiations between Company and Union, effective January 1, 1983, this Section has been revised to read, in part, as follows:

"The decision of close down a job or a portion of a job and send employees home under this Title shall be made by a supervisor when, in his reasonable judgment the weather, ground, or other conditions at the work site make it impractical to work efficiently, productively or safely. The decision will be made by an exempt supervisor who personally examined the conditions at the work site and who has evaluated the availability of other miscellaneous work or training as provided for in Section 303.1, except in those cases where such a supervisor is not able to personally examine such work site. When the exempt supervisor is unable to personally examine such work site, he shall consult with a bargaining unit supervisor who is familiar with such work site."

The Pre-Review Committee agreed that the General Foreman was not in direct violation of the then-existing language of Section 303.5 on March 11, although the issue of his "best judgment" as it relates to the intent of the Section may be open to question. Certainly, if the new language of Section 303.5 had been in effect on March 11, 1982, the General Foreman's actions on that day could not have been upheld.

The Committee took special note of the General Foreman's indication that two Welders, an Equipment Operator and a Working Foreman could have worked productively and safely at the job site on March 11, but that working only four people on the job would not have been "cost effective." Although "cost effectiveness" is a factor which must be considered by field supervision, using it as a determinant in this case may have been inappropriate.

Decision

Considering all of the foregoing, the Committee has agreed that a strict interpretation of the language of Section 303.5, as it existed on March 11, 1982, is in order.

As stated above, the General Foreman did not violate specific agreement language when he sent the subject crew home on March 11. On the other hand, his apparent use of a "cost effectiveness" factor as a basis for not working four of the crew cannot be supported by a strict reading of the language of the then-existing Section 303.5.

Therefore, two Welders, one Equipment Operator and one Working Foreman who were members of the subject crew on March 11, will be paid eight hours at the straight rate of pay for that day.

This case is returned to the Local Investigating Committee to determine which of the crew members will receive this adjustment. If the Local Investigating Committee is unable to reach agreement on this issue, the case will be returned to the Pre-Review Committee for decision. Otherwise, the case is considered closed on the basis of the foregoing.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

LVBrown(1165):ml

cc: GSBates
LCBeanland
DKLee