

REVIEW COMMITTEE



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

DEC 30 1987

**CASE CLOSED
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

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED DEC 23 1987

Golden Gate Region Grievance No. 2-1382-86-120
P-RC 1222

December 22, 1987

KENT H. ANDERSON, Company Member
Golden Gate Region
Local Investigating Committee

ED CARUSO, Union Member
Golden Gate Region
Local Investigating Committee

Subject of the Grievance

This case concerns the denial of continued overtime to a Troublemán.

Facts of the Case

On July 31, 1986, the grievant worked his regular schedule from 7:00 AM - 3:00 PM and relieved an absent employee from 3:00 PM - 11:00 PM. The grievant had been prearranged to work the 11:00 PM - 7:00 AM shift on the August 1, 1986, his regular day off, but was told he would not be allowed to work. The grievant did work the 7:00 AM - 3:00 PM shift on August 1, 1986. He had previously been prearranged for that shift as well. The General Foreman told the Local Investigating Committee that he removed the grievant from the 11:00 PM - 7:00 AM shift on August 1, 1986 because the grievant would have to work too long and because that shift is normally quiet, resulting in the potential for the lack of activity to make the grievant tired. The grievant testified that he has worked beyond 24 straight hours in the past.

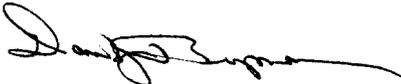
Discussion

Union argued that Letter Agreement 85-61-PGE, dated May 20, 1985, settling Arbitration Case No. 120, provides that an employee working overtime pursuant to Titles 212, 208, or 308 who believes he is capable of continuing to work safely may do so absent an objective observation to the contrary by a Supervisor.

Company noted that working the shift in question would have resulted in the grievant working 32 straight hours without relief. While Troublemán have worked extended periods in emergency situations, Company endeavors to avoid such situations due to a concern for safety. Cancelling the grievant for overtime shift was not an economic decision since another Troublemán was called in to work the shift.

Decision

While the Committee agrees that the supervisor's decision not to allow the grievant to work the 11:00 PM - 7:00 AM shift on August 1, 1986 appears to be based entirely on a legitimate and commendable concern for safety, the record is devoid of any observation by the supervisor of objective behavior by the Troublemaker that indicated he could no longer continue to work safely. Absent that information, the Committee must agree that the language of Letter Agreement 85-61-PGE provides for the grievant to continue working the scheduled overtime, and he is entitled to be paid as if he had. The Committee noted that had the grievant not been relieved by another employee, there would not have been a violation.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER M. STALCUP, Secretary
Review Committee

RRD:sm

PACIFIC GAS AND ELECTRIC COMPANY

PGE

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

May 15, 1985

Local Union No. 1245
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P. O. Box 4790
 Walnut Creek, CA 94596

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

The parties recognize that the Company's obligation to provide gas and electric services for its customers often causes its physical employees to work overtime. The parties further recognize that safety concerns arise frequently during overtime assignments, particularly during inclement weather. Accordingly, the parties agree to settle Arbitration Case No. 120 as follows:

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.
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.
3. The individual grievances involved in this arbitration will be remanded to the Review Committee for disposition in accordance with this settlement.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *[Signature]*
 Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
 BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

May 20, 1985

By *[Signature]*