



REVIEW COMMITTEE

212.11(c) -EOT work assigned to empl from outside HQ; local crew "relieved".



PACIFIC GAS AND ELECTRIC COMPANY
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APR 12 1991
**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED APR 10 1991

Vallejo-Napa Division Grievance No. RW-VN-04-68-89-10-05
P-RC 1417

April 10, 1991

CYNTHIA BOZMAN, Company Member
Vallejo-Napa Division
Local Investigating Committee

LARRY PIERCE, Union Member
Vallejo-Napa Division
Local Investigating Committee

Subject of Grievance

This case concerns an alleged violation of the Arbitration Case No. 120 decision (Letter Agreement 85-61-PGE) as a result of the release of certain employees from an emergency overtime assignment.

Facts of the Case

An intense storm hit the Vallejo area in the late afternoon of Wednesday, December 14, 1988. As a result, a number of employees worked extensive overtime. The grievants worked as follows (note: bracketed information was obtained from the "Remote Labor Entry" forms as the actual times worked were not available):

Classification/ Name	Wednesday 12/14/88	Thursday 12/15/88	Friday 12/16/88
Electric Crew Foreman J. Baulwin	7a-3:30p 6p-12M	12M-9:30p	[4 hours OT while upgraded to mgmt.]
Lineman A. Jefferson	7a-3:30p 10p-12M	12M-12Noon	Vacation
Troubleman T. Jacobson	[8hrs worked, straight time rate]	8a-12M	12M-5:15p
Electric Crew Foreman W. Thompson	N/A	8:30p- ?	[8 hours OT while upgraded to mgmt. Additional 10.25 OT hours in regular position.]

Overtime work being performed by Grievant Baulwin was turned over to W. Thompson. Grievant Jefferson was not replaced on overtime, rather he was paid at the overtime rate for the remainder of his regular shift on December 15, 1988 and took a pre-scheduled vacation day on December 16, 1988. Grievant Jacobson's tags were turned over to the service crews who performed this work for an undefinable length of time.

Discussion

Arbitration Case No. 120 (settled pursuant to Letter Agreement 85-61-PGE) provides that an employee working overtime pursuant to Titles 208, 212, 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. In addition, P-RC No. 1222 provides that a violation of this agreement occurs only if the grievant is relieved by another employee. Both of these decisions refer to situations where the employee and his/her relief are working on an overtime basis.

Grievant Jefferson had earned a rest period by the start of his regular work hours on December 15, 1988 and pursuant to Subsection 208.11(f) was being paid at the double time rate during regular work hours. This subsection gives Company the right to continue to work an employee who is otherwise entitled to a rest period. Therefore when Company sent Mr. Jefferson home during regular work hours, there was no violation of the Agreement and the provisions of Arbitration Case No. 120 are inapplicable to this situation.

Grievant Baulwin was called into the headquarters and released at 9:30 p.m. on December 15, 1988. His replacement, Mr. Thompson, was back on the payroll by 8:30 p.m. It appears from the record that the decision to replace Mr. Baulwin was made prior to any observation of his condition. Mr. Baulwin's testimony that the supervisor stated "he was tired" apparently was made after Mr. Baulwin reported back to the service center. The record is void of any testimony from the supervisor, Mr. Swope, as to what led him to this conclusion as the Local Investigating Committee chose not to interview him.

With respect to Grievant Jacobson, the record indicates he was called into the yard and told there was nothing more for him to do. When he inquired as to work with the service rig, he was told the work was being assigned to a service crew. The Union alleged this was Troubleman work. It is also stated that supervisor Swope told the grievant "when I decide you have worked too much, I let you go." It is unclear whether the supervisor's statement reflected an observation of the grievant's condition or his intent to manage manpower availability during the storm. However, this release occurred on Friday and the grievant did inform the supervisors as to his unavailability on Saturday and Sunday. Again, the supervisor was not interviewed by the Local Investigating Committee.

The parties discussed at great length the need for Company to be able to release employees from overtime assignments in order to have sufficient personnel during regular work hours and beyond, particularly during storms which are expected to continue for some duration. The Union's position is that the Arbitration Case No. 120 settlement does not provide for such scheduling. The decision in this case is based on the record presented and is not dispositive of this issue. However, given the number of hours worked by some of the grievants had the supervisor been more definitive about his observation or been given an opportunity to testify the resolution of this case may have been different.

Decision

Based on the record, the Pre-Review Committee agrees to the following:

Mr. Jefferson: closed without adjustment

Mr. Baulwin: entitled to the hours worked by Mr. Thompson on December 15, 1988 from 9:30 p.m. - midnight and on December 16, 1988 from midnight to the start of regular work hours at the double time rate.

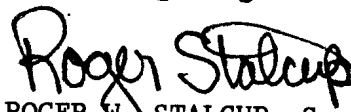
Mr. Jacobson: pay at the double time rate for 3-1/2 hours as an equity settlement based on the offer made at Fact Finding.

The payments provided for above shall be at the rates in effect for 1988.

This case is closed based on the foregoing and the adjustments contained herein. Such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

MAShort(223-1123):nj