

**REVIEW COMMITTEE**202.17 Clarification  
208.2**PG and E****IBEW** PACIFIC GAS AND ELECTRIC COMPANY  
245 MARKET STREET, ROOM 444  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 781-4211, EXTENSION 1125INTERNATIONAL 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  
LOGGED AND FILED**

JUN 13 1984

**RECEIVED JUN 13 1984**

D.J. BERGMAN, CHAIRMAN

San Francisco Division Grievance No. 2-838-83-38  
P-RC 875

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

June 8, 1984

MR. K. H. ANDERSON, Company Member  
San Francisco Division  
Local Investigating CommitteeMR. F. A. SAXSENMEIER, Union Member  
San Francisco 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:

Subject of the Grievance

Substation maintenance employees were required to work a second shift pursuant to Section 202.17. The Union alleged that the work being done did not qualify as a valid Section 202.17 work assignment.

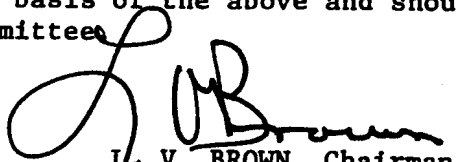
Facts of the Case and Discussion

Effective March 21, 1983, three substation maintenance employees were assigned to work the 3:30 p.m. to midnight work shift on a scheduled six-year overhaul and oil change of all single-phase regulators. The scheduled maintenance was excessively (12 months) past due. The regulator maintenance was essential to maintain service reliability. The Company's position was that it did not appear possible for five or six men to work efficiently on a job where work space and lifting equipment limits the crew size to about three men; therefore, the additional shift was established. The Union opined that the Section 202.17 clarification (Item B1) provides for additional shifts when an emergency condition involving the maintenance, construction or repair of plant or station equipment exists and where it is important to the operation of this Company's system to reduce the length of time in which a piece of equipment is removed from service and where it is not practicable to assign more employees to the job during regular work hours. The Union believed this situation was not an emergency condition and that by assigning two shifts to the maintenance that the regulators were out of service for longer periods of time each day than would have been necessary if they were worked for just one shift each day. The Union went on to argue that the work was routine maintenance and not emergency and; therefore, the employees working the additional shift should have been compensated pursuant to Title 208.

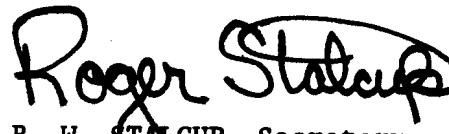
June 8, 1984

Decision

The Committee, after reviewing the work that was performed in this situation and its application to the Section 202.17 clarification, agreed that a 202.17 situation did not exist for this job since it appears the work could have been performed on the day shift utilizing six employees which also would have reduced the amount of time the equipment would be out of service. In this case, the employees should be compensated pursuant to Title 208 of the Agreement for the period of time from March 21, 1983 to May 3, 1983. This decision in no way limits the utilization of Section 202.17 for those situations that qualify pursuant to the Agreement and clarification. This case is considered closed on the basis of the above and should be so noted by the Local Investigating Committee.



V. BROWN, Chairman  
Review Committee



R. W. STALCUP, Secretary  
Review Committee

LMTyburski(1123):ml