

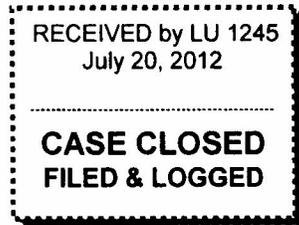


## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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DOUG VEADER, CHAIRMAN  
DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

F.E. (ED) DWYER Jr., SECRETARY

### Pre-Review Committee Number 21400 Electric Operations – General Construction – Hayward

Voncille Williams  
Company Member  
Local Investigating Committee

Mike Saner  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether the Company's use of a contract crew to perform emergency overtime work violated the provisions of Letter Agreement 09-41.

#### Facts of the Case

Prior to the New Years' Eve weekend, the Electric Superintendent contacted the temporary General Construction supervisor to check on the availability of General Construction (Title 300) crews to respond to emergencies. The GC supervisor responded that he had crews who could work.

An emergency overtime assignment did arise over the weekend. The on-call supervisor exhausted the Title 212 list and then contacted a contract crew who performed the work. The on-call supervisor did not contact Title 300 for assistance based on the lack of response he had received in past emergency situations. During the LIC he stated he was not aware that the Superintendent had contacted General Construction prior to the weekend. Had he known GC crews were available, he would have called them. Subsequent to this incident, the Superintendent sent out an e-mail to the on-call supervisors instructing them to consider GC crews before contractors.

#### Discussion

The Committee reviewed item 4 of Letter Agreement 09-41 addresses the use of contractors for emergency duty. The language provides that "The Company will exhaust the applicable 212 list and check the availability of Title 300 resources before calling contractors for emergency duty".

The Union argued that the provisions of LA 09-41 were clearly not followed. GC crews were not contacted prior to use of contractors. Given that the GC employees were notified to be available before the New Years Eve weekend and had made themselves available, the Company was obligated to call them. Further, although there is no provision for bypass pay in Title 300, bypass pay should be paid in this situation.

The Company argued that the language in 09-41 requires that the Company check the availability of Title 300 and the superintendent attempted that by contacting Title 300 in advance of the weekend. The superintendent was being proactive in his efforts to arrange for Title 300 crews. Unfortunately, the on-call supervisor was not aware of this contact. Since this incident, the superintendent has communicated his expectations to the on-call supervisors. Additionally, unlike Title 200, there are no provisions for bypass pay in Title 300. The bypass provisions of Title 212 were negotiated in exchange for employee commitments to be available when signing the emergency call out list. There is no corresponding system in Title 300.

Decision

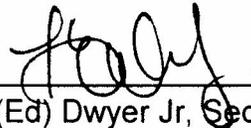
The Committee agrees to close this case without adjustment with the understanding that the intent of Letter Agreement 09-41 is to seriously consider Title 300 employees for emergency duty. The Union reserves the right to pursue monetary penalties through the grievance procedure if it feels the Company does not live up to the spirit of the 09-41.



\_\_\_\_\_  
Doug Veader, Chairman  
Review Committee

7/20/12

Date



\_\_\_\_\_  
F.E.(Ed) Dwyer Jr, Secretary  
Review Committee

7/20/2012

Date