

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

PACIFIC GAS AND ELECTRIC COMPANY
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CASE CLOSED AUG 31 1982
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

REVIEW COMMITTEE DECISION

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

East Bay Division Grievance No. 1-1358-81-165
 Stockton Division Grievance No. 16-168-81-7
 Review Committee File No. 1533-82-3

Subject of the Grievance - East Bay Grievance No. 1-1358-81-165

The Union alleges that Servicemen in Diablo District, East Bay Division, are being required to perform work that is out of their job definition. This work involves the changing of gas service stopcocks. The Union alleges this is work which is normally performed by Gas T&D and a job which requires two men to do safely.

Discussion

According to the testimony of the General Foreman in this case, a stopcock changer, known as the Mueller No-Blo valve changer has been used by Gas T&D for approximately five years in Diablo District. This device stops the flow of gas, therefore, causing a change in stopcocks to be a "no-blow" operation. Previous to this, according to the testimony in this case, stopcocks were changed hot in this District and as a result, were a two-man operation. The supervisor testified that while the work had traditionally been done by the Gas T&D work units in Concord that, with this device, if a considerable backlog developed, he would send a Fitter out, working alone, to change out stopcock valves all day long. More currently this work has been assigned to Gas Servicemen who are trained to perform this task as back-up work during slack time. Additional evidence in this case indicated that Gas T&D two-man units were performing this work in the other Districts in East Bay Division.

Considerable discussion took place in the Review Committee regarding this work practice. The Union's position was that the work had historically been done by two-man units in the Gas T&D Department based primarily on safety and was not appropriately assigned to the Service Department. The Company's position was that the work could be performed safely by one employee given the design and technology involved in the changing device. In addition, the Company conducted a survey, the results of which indicated that in a number of headquarters Servicemen working alone using the Mueller No-Blo valve changer have been assigned the work of changing service valves for many years. Instruction in the use of the No-Blo changers has been provided at the centralized Gas Servicemen Training School since 1975.

Decision

After considerable discussion, it became apparent to the Review Committee that the system practices have developed over the years to such a point that an interpretive decision by the Review Committee would do nothing

but create additional problems. It is clear that this type of problem is one that could be resolved in the upcoming general bargaining.

As an interim solution, the Review Committee agrees that the practices established prior to May, 1981, with respect to the changing of stopcocks be continued or where appropriate, reestablished. In the instant case, the work of changing service valves shall be returned to the Gas T&D Department in Diablo District. In all cases of this nature, where an employee works alone, he shall not be required to do such work when it would create a hazard to life or property or where the capability of manpower, tools or equipment would be exceeded.

Subject of the Grievance - Stockton Grievance No. 16-168-81-7

This grievance resulted when a Fieldman, signed up on the weekly 212 list was not called out to assist a Light Crew Foreman with the replacement of a service valve.

Discussion

A Serviceman on his regular shift was dispatched to a residence where he found a gas riser broken off just below the stopcock. The Serviceman inserted a redwood plug and called for a "crew." The on-call supervisor requested that the Serviceman standby and proceeded to call out a Light Crew Foreman. The Light Crew Foreman indicated that as long as the Serviceman was at the job site, no one else was needed.

Unlike the East Bay case, it was not possible to use the No-Blo tool for this job and clearly the changing of the service valve would be a "hot" replacement requiring at minimum a two-man work unit. The question then is whether or not it was appropriate to combine a service employee with a T&D employee as a work unit. The Union cited RC No. 1353 as establishing that repairs of Grade No. 1 gas leaks, which this was, is the work of the Gas T&D Department. Depending on the size of the leak, either a two-man unit or a full crew is required. Union further reviewed several RC Decisions (816, 1408, 1403, and 1410) where the issue was Company's assignment of multiple Troublemens on straight time to perform work normally assigned to a T&D crew in lieu of calling out the T&D personnel. The common thread in the resolution of these cases is that Troublemens will be dispatched initially to locate, identify, and make the necessary immediate repairs to make a situation safe. However, permanent repairs shall be assigned to the appropriate T&D complement.

Company argued that, inasmuch as this work could safely be performed by two people, it was not inappropriate to consider the Serviceman as a "qualified employee" to work as part of a two-man unit with the Light Crew Foreman. The Serviceman had been a Helper and Reserve Gas Serviceman previously and was, therefore, working below his classification. In this particular situation, the temporary repairs were the same as the permanent repairs, i.e., the service valve had to be replaced. There was no other alternative to make safe other than to effect permanent repairs. Further, had a second T&D employee been called out, a Helper could have been called and not a Fieldman. However, there were no Helpers signed up on the weekly 212 list.

Company members stated that proposals will be submitted in general bargaining to permit more flexibility in the assignment of service

classifications to work with T&D classifications, particularly in those instances when the service employee is on straight time and can be made available to assist T&D employees who are called out on overtime.


Decision

Notwithstanding Company's argument that a Helper could have been called out to work with the Light Crew Foreman, the Review Committee agrees to an equity settlement in this case only and without prejudice to compensate the grievant for the same amount of time worked by the Light Crew Foreman, as it is not Company's intent to discourage employees from signing the weekly 212 list.

This case is closed.

FOR COMPANY:

L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By 

Date 8-26-82

FOR UNION:

G. W. Abrahamson
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By 

Date 8/27/82