

612.2 -Electric
601.1 -Gas

Job assignmts at issue
inappropriate for U/G
construction crews.



REVIEW COMMITTEE

IBEW



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APR 15 1993

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**CASE CLOSED
LOGGED AND FILED**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED APR - 6 1993

REVIEW COMMITTEE DECISION

Sierra Division Grievance Nos. SIE-91-14 and SIE-91-23
Review Committee File No. 1737-92-8

Subject of the Grievances:

These cases concern whether Underground Construction Crews are performing duties within the agreed to job definitions, specifically whether the electric crew members of an underground construction crew can perform overhead line work and operate a backhoe. The Union opined that the work performed was not within the Underground Construction Crew definition. Underground Construction Journeyman (UCJ) work is defined as ..."the installation, repair, and replacement of underground electric and gas facilities", according to the Combination Crews Agreement, established effective January 1, 1991.

Facts of the Cases:

Grievance SIE-91-14

On July 24 and 25, 1991, an underground construction crew completed an overhead to underground conversion. The conversion covered a distance of four utility poles (approximately 1000 feet) and took two weeks to complete.

On July 24, the Underground Construction Crew (UCF-E, UCJ-E, UCJ-G, Groundman T/A) (1) de-energized the overhead line and removed one span of wire (no longer than 100 feet); (2) energized the underground riser; and (3) removed de-energized conductors. Removal of the overhead line and removal of conductors was in conjunction with the entire job. The Underground Construction Crew was staffed to resemble an overhead crew with the addition of a gas employee for the work performed on July 24.

On July 25, a two-man Underground Construction Crew consisting of the same UCF-E and UCJ-G was assigned to complete the removal of overhead materials. Because all the overhead conductors were removed the previous day, only the poles and related hardware were left. The crew topped the poles ten to fifteen feet (entire pole height approximately 40 feet), removed two of the poles except where phone and cable T.V. lines were left, and removed hardware (e.g. crossarms and insulators). Although the LIC Report does not state how this work was accomplished, Company stated that no climbing was involved and that the topping was accomplished with a line truck and boom. There is no explanation as to how the crossarms, insulators and hardware were removed.

Grievance SIE-91-23

On an ongoing basis, electric crew members on the underground construction crew have operated a Gas Department backhoe.

Discussion:

Grievance SIE-91-14

According to the UCJ-E and UCJ-G job definition in the Combo Crew Agreement, an employee... "shall be required to perform all the duties of either a journeyman lineman or fitter depending on which line of progression the employee previously held." On July 24, the UCJ-E removed the overhead line and conductors. The UCJ-G supplemented the crew during the removal of the overhead line by serving as an additional Groundman.

The Company opined that if the UCJ-G had not been with the crew on July 24, the proper assignment of the work would not be at issue. Further, Company argued that removal of overhead line and conductor is work within the UCJ-E job definition.

Union agreed that had the crew in question been a regular Electric crew rather than an Underground Construction Crew, there would be no issue of proper work assignment. As to the question of whether the removal of overhead line and conductor is work within the UCJ-E job definition, Union opined that Company was misinterpreting the language of the agreement. While the language states that the UCJ "shall be required to perform all the duties of either a journeyman lineman or fitter...", it was not the intent of the parties that the journeyman on an Underground Construction Crew could be assigned to perform all the duties while assigned to an Underground Construction Crew.

Union opined that establishing a work unit made up of an electric employee and a gas employee, except as provided for in the Combo Crew Agreement, would be a violation of the Agreement.

According to Note 9(2) and 9(3) of the UCJ-E and UCJ-G job definition:

An Underground Construction Journeyman may supervise a crew performing the following:

- 2) *Stubbing poles, clearing right-of-way, and clearing debris,*
- 3) *Loading, delivering and unloading materials and supplies.*

In the Company's opinion, the work performed on July 25 was a proper assignment for the Underground Construction Crew because it was clearing debris, and loading and unloading materials and supplies.

Union opined that a portion of the work assignment on July 25 was appropriate for an Underground Construction Crew but that a portion of the work was inappropriate for assignment to an Underground Construction Crew. The Combo Crew classifications were established to perform the "...installation, repair, and replacement of underground electric and gas facilities". (Emphasis added). The Job Definition of both the Underground Construction Foreman and the Underground Construction Journeyman specifically include this language. It was not the intent of the parties to create new classifications that would be utilized to perform Electric T&D Department overhead work, as was, in part, the case on July 25. Removal of the crossarms, insulators and hardware, as well as topping the poles, whether done by climbing the poles or by use of lift equipment, is an inappropriate assignment for a Combo Crew. Union does not argue that clearing debris and hauling it away was an inappropriate assignment for the Combo Crew.

The purpose of the Underground Construction Crew is to allow flexibility between gas and electric underground work through cross-training that was negotiated between Union and Company.

Use of the Underground Construction Crew also eliminates multiple separate gas and electric trips to a job site which has been increasing as more electric facilities are being converted to underground.

Grievance SIE-91-23

The Company stated that electric employees on a combination crew have received the required training at Santa Rita to safely operate the backhoe. Electric employees who are operating a backhoe are using this equipment solely for backfilling and sanding.

Union opined that electric department employees on a combination crew performing gas work are not to perform this work for production purposes. They should not be performing any gas work. This work should be offered to the Gas Department employees who traditionally have performed this work or Fieldman should be upgraded.

Decision:

Grievance SIE-91-14

The Committee agreed that the work performed by the Underground Construction Crew on July 24 was overhead work which is not appropriate for an Underground Construction Crew. The Committee agreed the work performed was in violation of the Underground Construction Crew Agreement. The intent of that agreement was to limit "overhead" work to work on the riser pole(s) associated with an underground job. In the performance of that work, two Electric Journeymen and a qualified observer must be part of the crew.

As to the work performed on July 25, the Committee agreed that removal of crossarms, insulators, and related hardware as well as topping poles is not appropriate for an Underground Construction Crew. The Committee agreed that work was in violation of the Underground Construction Crew Agreement. However, the Committee agreed that the cleaning up of debris and hauling it away was an appropriate assignment.


It is the decision of this Committee that utilization of an Underground Construction Crew to perform routine Electric T&D overhead work, i.e., work not associated with the installation, repair, and replacement of underground electrical and gas facilities, is a violation of the Agreement. The Division will cease and desist from making future work assignments as discussed in this case.

Grievance SIE-91-23


The Committee agreed that the Electric Department employee on the crew will not operate the backhoe in the future. This work will continue to be performed by a Gas employee on the underground construction crew as it has historically been done.

On the basis of the above, these cases are closed and should be so noted by the Local Investigating Committee.

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By 2-25-93

By 3/25/03