

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

CASE CLOSED JAN 28 1983
LOGGED AND FILED

Humboldt Division Grievance No. 19-165-81-08
P-RC 757

January 27, 1983

MR. G. M. TRESSA, Company Member
Humboldt Division
Local Investigating Committee

MR. R. W. GIBBS, Union Member
Humboldt 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(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

This case involves emergency callout during the period, November 13, 1981 through November 16, 1981, for storm conditions. For this reason, it was considered an "all-hands" situation and all available Electric T&D Department employees were called for work, whether or not they had signed the 212 list. Union filed a grievance following the assignment of work to employees who are represented by ESC alleging that it should properly have been performed by employees within the IBEW bargaining unit. In its correction asked for, Union sought reimbursement pursuant to Subsection 212.11(b) of the Agreement for a Gas T&D Department Fitter who was signed up on the 212 list but was not called.

During its review of this case, the Committee noted that the grievant was the only Gas T&D employee who had signed the 212 list for the week in question; that a Gas T&D Equipment Operator was asked to work by an Electric Department supervisor; that a Gas T&D Fieldman and Equipment Operator called and volunteered to work and were allowed to work. The Committee also noted that the work performed by the ESC represented employee included activities such as: assisting in preparing and in transporting a caterpillar from Eureka to Garberville; swamping for the cat while assisting an Electric crew in replacing a downed pole; assisting by digging a pole hole for a pole stub; assisting the cat operator by setting slings and tamping the stub; replacing cross-arm braces on the pole; resetting guy wires; assisting the cat operator in removing three vehicles which were stuck in mud; patrolling lines and preparing material lists; assist crews in obtaining material; and assisting an Electric crew by "pulling wire" for Linemen.

During its discussion, the Committee reviewed Section 7.2 of the Agreement, which states that supervisors and other employees shall not perform work usually assigned to employees in IBEW 1245 bargaining unit classifications except... (c) such work assignments should be limited to work performed in (1) emergency situations; (2) training of employees and demonstrating work methods; and (3) incidental assistance and de minimus assignments.

IBEW 

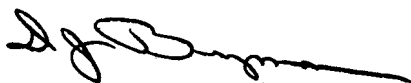
INTERNATIONAL BROTHERHOOD OF
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LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

January 27, 1983

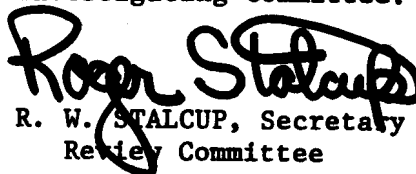
The Committee discussed at length the application of Title 212 of the Agreement as related to the facts in this case. The Committee is in agreement that when an emergency situation occurs, it is the Company's responsibility to determine the classifications necessary to perform the work. From those properly signed up, it is incumbent on the Company to assign work which is properly within the job definition/line of progression of the selected classification. In the case at hand, the work assignment required employees from the various Electric T&D Department classifications. The grievant in this case is from the Gas T&D Department. The Committee is in agreement that the work assignments in question in this case should have been performed as much as possible by employees within those classifications represented by the IBEW. The Committee is also in agreement that Title 212 of the Agreement does not provide for the mandatory callout of other employees in IBEW represented classifications after those in the appropriate classifications have already been called. For this reason, the Committee concurs that there is no violation of Title 212 of the Agreement.

The Committee further notes the commitment made by the Company in the Local Investigating Committee meeting, specifically Paragraphs 3 and 4 of the Joint Statement of Facts, and recognizes them, in part, in this decision. Mainly, the Division recognizes the need implicit in Titles 2 and 3 of the Physical Agreement to utilize IBEW represented employees to perform work within their respective classifications. In the future, if necessary, the Humboldt Division Electric Department, after exhausting the available Electric T&D labor pool, will utilize other available IBEW represented employees consistent with the training and experience of those employees. Such utilization shall be exercised with reasonable caution to avoid work assignments that are (1) clearly unsafe; (2) exceed the employee's training and abilities to the extent that the employee can't be adequately briefed in advance or supervised during the emergency work; and (3) deplete the available pool of other employees available to respond to other emergencies. The Division's commitment was further expressed as following: "For the future, the Electric Department will not utilize ESC employees for the express purpose of performing IBEW work. Emergency procedures in the Electric T&D Department have been updated to reflect this commitment."

This case is considered closed on the basis of the foregoing, and the closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

MAShort(1123):ml