



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

RECEIVED by LU 1245  
July 30, 2004

**CASE CLOSED  
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
SALIM A. TAMIMI, SECRETARY

### Pre-Review Committee No. 14816 OM&C – General Construction Transmission Line - Fortuna

Mary Cogan  
Company Member  
Local Investigating Committee

Roy Runnings  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the use of a contractor crew to replace a damaged pole. The job assignment involved overtime.

#### Facts of the Case

On December 4, 2003 the weather reports predicted continuous storm activity for the north coast. Local Division (T200) and GC (T300) crews were instructed to remain available for storm related work. The GC crew was retained in the yard all day instead of being released during regular work hours without pay based on inclement weather provisions. The GC crew was released at 3:30 p.m., the end of their regular work hours.

Sometime during the morning, a distribution compliance supervisor discovered the damaged pole at issue. He requested a Troublemaker to switch the pole in the clear and a Division Crew to clear the 12kv underbuild. When their work was completed, the supervisor and the T-Man made the decision to contact the contractor, Mountain Power, to change out the pole. The Supervisor contacted the contract crew about 1 p.m.

The Mountain Power crew arrived at the job site about 3:30 p.m. Their regular work hours end at 4:30, however, they continued working beyond 4:30 to complete the job.

#### Discussion


The Union argued that the GC crew should have been assigned the restoration work before using the contractor, since the contractor was to do pole replacement, not emergency restoration and the GC crew was available.

Company responded that the contractor was hired to perform pole replacement and emergency restoration to distribution and transmission facilities. Emergency restoration of a single pole is typically Title 200, as is evidenced by the make safe response and decision to utilize the contractor to replace the pole. It is Company's position that GC had no claim to this work.

The PRC noted there was no 212 call-out and no 208 prearranged overtime assignment was made. The work assignment was made during regular work hours and ran into overtime. The PRC further noted that the 212 provisions do not apply to Title 300 employees.

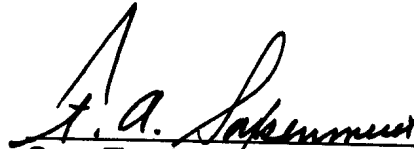
Decision

No violation of the Agreement occurred. This case is closed without adjustment.



Margaret A. Short, Chairman  
Review Committee

7/29/04  
Date



Sam Tamimi, Secretary  
Review Committee

7-29-04  
Date