



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
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KATHY LEDBETTER, CHAIRPERSON

DAVE SANKEY, SECRETARY

Pre-Review Committee No. 25545 Electric Operations – Electric T&D - Bakersfield

Yvonne Wong Bradley
Company Member
Local Investigating Committee

Mark Rolow
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the extension of a workday into overtime and an alleged bypass under the provisions of Letter Agreement No. 16-44 (Service Crews).

Facts of the Case

In October 2020, the Bakersfield Electric T&D Department received an emergency car pole notification two hours prior to the end of the workday. The work required a three person crew. The Supervisor utilized the 212 list to establish a crew for this assignment. Approximately 15 minutes before the end of the day, the supervisor learned that the crew make up would require Tanker Certification endorsement and would require an additional crew member. That additional assignment was made to an Electric Crew Foreman-Service. An additional Electric Crew Foreman had been assigned, but declined the assignment just before the end of the workday. The Electric Crew Foreman-Service worked the overtime along with two other original Linemen from the 212 list.

One of the Linemen who was already assigned to work as part of the overtime crew, possessed a Tanker Certification. There are conflicting accounts as to whether the Grievant was asked to work initially or during the last 15 minutes of the workday and as to why he was not assigned the work.

Letter Agreement No. 16-44 Provides the following:

6. Response Rules

- a. Emergency work dispatched during the last 30 minutes of a regular work day (3:00-3:30 pm), will require use of the weekly 212 list.
- b. The Company may dispatch Service Crew employees to perform any work they are qualified to perform, including emergencies, provided that for emergencies the necessary personnel required for the work assignment are also called out from the Local 212 weekly and annual lists.
- c. The Service Crew will not replace a crew already on a jobsite, except to avoid forced overtime resulting from an extension of the workday. Conversely, a Service Crew already on a jobsite shall not be replaced by another crew, except to avoid forced overtime resulting from an extension of the workday

Discussion

The Union maintained that the language of LA 16-44 is clear that the 212 list must be utilized to obtain all necessary personnel required for emergency work assignments, prior to Service Crew classifications being utilized to perform emergency work. In the present case, there were no Electric Crew Foreman, nor upgraded Lineman from the weekly 212 list utilized. Because the work required a 3 person crew, the Company was obligated to utilize 3 employees from the weekly 212 list. Failure to do so was a violation of the provisions of LA 16-44 referenced above.

The Company maintained that it had initially offered the assignment to an Electric Crew Foreman and two Linemen from the 212 list. Only upon learning there was a need for a Tanker Certification, was the Electric Crew Foreman-Service added to the crew. In addition, the original Electric Crew Foreman assigned the work declined the assignment just before the end of the day and the company could no longer utilize the provisions of LA 16-44. Further, the Company maintained that in accordance with RC 896 and PRC 22276, it had the right to determine the appropriate classifications for the assignment - whether that be an Electric Crew Foreman or Lineman in this case.

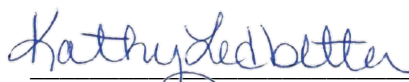
Decision


The Pre-Review Committee could not reach agreement on all of the specific facts in this case. However, the Committee did agree that an equity settlement will be an appropriate remedy to this case. The parties agree to pay the grievant 5 ½ hours of time at the 2020 hourly double time rate.

This case is to be considered closed based on the above and is without prejudice toward either party and non-transferable and non-referrable toward other cases.

For the Company:

For the Union:

 08/23/2022
Kathy Ledbetter, Chairperson Date
Review Committee

 08/19/2022
Dave Sankey, Secretary Date
Review Committee