

*Exh. XVI: Inasmuch as PG&E ees. assisted the contracted crew in the building of the berms, no violation of the agreement occurred for contracting to deliver and install approx. 70 -20K gallon water storage tanks.*



PACIFIC GAS AND ELECTRIC COMPANY  
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MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

## REVIEW COMMITTEE

RECEIVED by LU 1245  
October 22, 2004

**CASE CLOSED  
FILED & LOGGED**

**IBEW**



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
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SALIM A. TAMIMI, SECRETARY

### Review Committee No. 12389 California Gas Transmission Maintenance and Operations - Topock

Kris Picton  
Company Member  
Local Investigating Committee

Mike Grill  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

Company contracted for the delivery and installation of approximately 70 – 20,000 gallon water storage tanks. The contractor supplied the tanks and built the containment ponds.

#### Facts of the Case

During the winter of 2000, there was more discharge water from the Compressor station than could be handled by the existing water containment ponds. Company petitioned the Water Board for approval to move the water to another place, but the Board declined this proposal. Instead, Company contracted for the additional temporary storage tanks. This was not a planned project.

The contractor installed the tanks as part of the rental service. Each tank required that berms be built around it. This took approximately one hour for each berm for a total of about 50 hours. The contractor rented backhoes and used his own employees to operate them in the building of the berms. This work was all performed on straight time.

Company employees did assist the contractor in the construction of the secondary containment berms and there was at least one bargaining unit employee on-site with the contractor employees at all times. Following the installation, bargaining unit employees were assigned to maintain the temporary tanks.

#### Discussion

Union stated bargaining unit employees built berms during the Transwestern PCB clean-up project in 1999-2000 and therefore it is bargaining unit work and they should have been assigned it. Union seeks as a remedy, any overtime worked by the contractor.

Company's position is that this is not work normally performed by the Transmission Mechanics or any other bargaining unit employee at Topock and therefore Exhibit XVI does not apply. In addition to the rarity with which such work has been assigned, Company cites the May 30, 2001 Resume of the Contracting 94-53 Committee as it relates to Substation in support of its position regarding the building of berms being bargaining unit work. Even though the specific reason for the building of the berms referenced in the 94-53 Committee minutes is different, it is close enough to this situation to come to the conclusion that this is not work normally performed.

The Review Committee interviewed the Southern Area Superintendent, a 30+ year Gas Transmission employee. He indicated that Gas Transmission employees are not usually assigned to build berms or install water tanks; that it is not expected this work will be performed again; and the temporary berms were removed in early 2001.

In any event, there was no overtime worked and bargaining unit employees did assist with this project.

Decision

The Review Committee agrees that, inasmuch as PG&E employees assisted the contractor crew in the building of the berms, no violation of the agreement occurred. This case is closed without adjustment.

**For the Company:**

Margaret A. Short  
Bob Lipscomb  
Dave Morris  
Toby Tyler

By: Margaret Short

Date: 10/21/04

**For the Union:**

Sam Tamimi  
William R. Bouzek  
Louis Mennel  
Sherrick A. Slattery

By: S. A. Slattery

Date: 10-21-04