

REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS DEPARTMENT 375 N. WIGET LANE, SUITE 130 WALNUT CREEK, CA 94598 (530) 246-6430 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 94696 (707) 452-2700

KIT STICE, SECRETARY

CLAIRE IANDOLI, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Review Committee Number 22906 Gas Operations-Gas T&D— San Carlos

Kelda Davies Company Member Local Investigating Committee Landis Marttila Union Member Local Investigating Committee

Subject of the Grievance

This case concerns the contracting out of stand-by work to CANUS employees on an on-going basis in the San Carlos headquarters.

Facts of the Case

The Gas T&D Pipeline Supervisor contracted out work performed by Title 200, Measurement and Control Mechanics to CANUS employees who perform Standby, Clearance Air/Valve Operations when the workload has exceeded his department's capacity to perform.

On November 24, 2014, CANUS was called to support a Clearance that ran overnight as result of an extension of the workday. The Contractor was used as a second man on a two man crew.

On the night in question, the entire T&R Department was working overtime. The Gas T&D Pipeline Supervisor reached out to other Gas I&R departments, at different headquarters for support, however, once those resources were exhausted, the contractor was called. The Supervisor did not go to the Gas T&D Supervisor to find OQ'd employees to work as a second man on a crew.

Discussion

The Union argued that under Exhibit XVI, the Company is required to offer overtime to PG&E employees prior to offering the work to contractors. According to the Union, the Company failed to exhaust the 212 list and check the availability of Title 300 resources before calling CANUS

contractors for emergency duty. According to the Union, the overtime should have been offered to all San Carlos Gas Construction employees prior to offering it to contractors.

The Company argued that the provisions of Exhibit XVI do not require the Company to provide overtime opportunities to employees outside of the Gas M&C Mechanics and there is no obligation to offer it to lower, higher or other classification in the Gas T&D Line of Progression prior to contracting the work out.

Decision

In this limited circumstance, the Company agrees to pay Grievant 19 hours at time and one-half and 18 hours at double time for work which the Grievant was prevented from doing on November 24, 25, 26, 2014 and December 16, 17 and 18, 2014. This case is closed with prejudice and without precedent.

For the Company: Claire landoli Rod Williams

Tanya Moniz-Witten Chris Zenner

Clar IN 7.19.17

Claire Iandoli, Chairman Review Committee Date

Kit Stice, Secretary

For the Union:

Robert Mohler

Karen Russell Andrew West

Kit Stice

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