



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

### **Review Committee Number 25017 Electric Operations – Electric T&D – Marysville**

Deanna Frederickson  
Company Member  
Local Investigating Committee

Kyle Whitman  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether or not the Company was obligated to assign work to a local Electric T&D crew prior to the use of contractors.

#### Facts of the Case

In March 2019, the Company was performing a significant amount of Wildfire System Inspection through the utilization of both PG&E Employees and contractors. The workgroups responsible for this inspection work were called "Pods" The Company had developed a written procedure to review any "A" tags that required immediate response during the work day be reviewed by the local Pod Superintendent who would in turn review availability of local crews with a local supervisor prior to any "A" tag work assignment to contractors.

At 12:26 p.m., on March 26, 2019, a Marysville area contract Compliance Inspector identified a broken pole that required replacement that day. As this was a regular workday for the Electric T&D crews in the Marysville area, the Company followed the above written process. The Company did not identify any crew availability and the work was subsequently assigned to a contractor crew.

#### Discussion

The Union maintained the Company should have known this work would have resulted in overtime and assigned to the local Title 200 employees who were available. Further, the Union specifically

noted that the assignment of this work to a contractor is a violation of Exhibit XVI/LA 09-41, Paragraph 4 that states:

Call Outs and Prearranged Overtime. The Company will exhaust the applicable 212 list and check the availability of Title 300 resources before calling contractors for emergency duty. The appropriate Title 200 and 300 bargaining unit employees will be offered prearranged overtime before any contractors are called into work for prearranged overtime. This provision does not apply to regularly scheduled contractor workweeks that exceed 40 hours. Only bargaining unit employees will be used to inspect work performed by contractors consistent with current work practices. To support this initiative, Company will initiate and sustain training programs that will develop an adequate number of trained bargaining unit Inspectors. Inspectors will be journeymen or above selected by Company and approved by Union.

The Company stated that there are no specific language provisions nor precedent setting settlements to address whether the Company should have known an assignment would lead to overtime. Regardless, the Company maintained that it had followed its' own process and determined no crews were available at the Marysville Headquarters.

To fully understand the facts in this case, the Review Committee met with the Local Investigating Committee and local supervision. During that process, it was determined that, in fact, no Marysville crew was available on the date in this case.

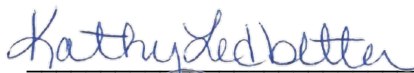
Decision


The parties did not reach agreement on whether the Company was obligated to assign this work to the local Marysville crews. However, as no local crews were available at the time of the work assignment, the specific issue in this case is considered moot.

This case should be considered closed based on the above and considered without prejudice and non-transferable toward any other cases related to Exhibit XVI/Letter Agreement No. 09-41.

**For the Company:**

**For the Union:**

 5/11/2021  
Kathy Ledbetter, Chairperson      Date  
Review Committee

 5/11/2021  
Lloyd Cargo, Secretary      Date  
Review Committee