



REVIEW COMMITTEE

212 Use of Outside
207.2 Contractor for
2.1 emergency storm
damage situation:

APR 18 1989



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 918
SAN FRANCISCO, CALIFORNIA 94108
(415) 973-1125

**CASE CLOSED
LOGGED AND FILED**

RECEIVED APR 17 1989

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-832-85-75
P-RC 1105
East Bay Division Grievance No. 1-2414-86-57
P-RC 1125
San Joaquin Division Grievance No. FK-42-87-159
P-RC 1279

April 14, 1989

TOM C. PHEBUS, Company Member
San Joaquin Division
Local Investigating Committee

MIKE DEL RIO, Union Member
San Joaquin Division
Local Investigating Committee

STEVE RAYBURN, Company Member
East Bay Region
Local Investigating Committee

CORB WHEELER, Union Member
East Bay Region
Local Investigating Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned, pursuant to Step 5A(v) of the grievance procedure, to the Local Investigating Committees for settlement in accordance with the following:

Subject of the Grievances

These grievances concern the propriety of utilizing contractors in storm situations, and whether Title 212 violations occurred in other headquarters as a result of the use of contractors.

Facts of the Cases

San Joaquin Grievance No. 25-832-85-75

In the San Joaquin case, a storm hit the Bakersfield area on November 29, 1985, the Friday after Thanksgiving holiday. An all-hands emergency was declared, and all employees on the Bakersfield weekly and annual 212 lists were called, as well as General Construction crews in the area. The headquarters determined that more assistance was needed and contract crews were called. A total of 32 contract employees were used at different times between November 29, 1985 and December 1, 1985. Employees from other headquarters were not called because it was believed that they would have storm problems of their own although no one checked on that belief. The grievant, a Line Subforeman in Taft, called the Bakersfield D.O. twice on November 29, 1985 to volunteer his assistance but was not utilized.

P-RC 1105
P-RC 1125
P-RC 1279

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East Bay Grievance No. 1-2414-86-57

The East Bay case was the result of a storm on the evening of Friday, February 14, 1986. On that date, East Bay Region received calls from other Regions, unnamed in the Joint Statement of Facts, requesting that crews be sent to assist in storm work. East Bay declined to send any of their crews because they believed the storm would hit their Region and these crews would be needed locally. The other Regions then called contractors for assistance. On Saturday, February 15, 1986, it was determined that the storm had subsided and the damage in East Bay was relatively minor so crews were sent to assist the other Regions.

San Joaquin Grievance No. FK-42-87-159 (all new)

On Wednesday, October 21, 1987, a storm hit the Dinuba area. At approximately midnight on Thursday, October 22, 1987, one of the four Dinuba Electric crews was called out to work on storm damage repairs. The other three crews reported to work at 8:00 a.m., the start of their regular work hours on Thursday, October 22, 1987. These crews worked between 16 and 24 consecutive hours before being released. The Dinuba General Foreman requested and the G&E Operations Manager arranged for additional assistance. On Thursday, October 22, 1987, one crew from Fresno arrived at Dinuba at 11:00 a.m.; one crew from Selma arrived at 1:00 p.m.; and one GC crew was also sent to Dinuba, arriving at 11:00 a.m.

Later, the Dinuba General Foreman advised the G&E Operations Manager that he still needed additional assistance, beyond the Fresno, Selma, and GC crews. At 1:00 p.m., he was informed that a contract crew from Merced was available and would be dispatched. That contract crew, composed of two foremen, two linemen, and a groundman, arrived in Dinuba at 6:10 p.m. on Thursday, October 22, 1987. They were assigned two jobs in the Reedley area, just outside Selma. They worked 18 hours and were released at noon on Friday, October 23, 1987.

Discussion and Decision

At the outset, the Committee agreed that there was no violation of Title 212 at the headquarters where the work existed in these grievances because: the weekly Title 212 list was exhausted in Grievance No. 85-75; the record in 86-57 doesn't state where the request for assistance came from or what staffing measures they had taken; and in 87-159, the assignment to the contract crew was during regular work hours.

The Committee further discussed the broader issue of the appropriate utilization of employees in other headquarters prior to the calling of contractors in all-hands storm situations. This discussion included a review of P-RC 757 which involved an all-hands electric situation in which an ESC-represented employee was utilized but a Gas Department Fitter who had signed the 212 list was not. In addition, the Committee examined Company's Electric Operations Transmission and Distribution Bulletin No. 0-1, Rev. No. 6 in effect at the time of the East Bay case. That Bulletin notes, in part:

P-RC 1105
P-RC 1125
P-RC 1279

Arrangements for local contractor assistance can be handled by the Region in need after all local Regional resources have been exhausted. A region may request assistance from a neighboring Region before exhausting all of its own resources if the response time for crews of the neighboring Region would be less than that of their own. For example, the response time for Bakersfield crews to respond to trouble in Santa Maria would be less than that of San Jose crews.

The Committee agreed the above guidelines along with those contained in P-RC 757 are reasonable for application to situations such as those in the cases at hand with the added provision that:

- 1) The headquarters needing assistance must check with other areas.
- 2) The headquarters being asked will provide assistance unless it is impractical to do so. In this situation, practicality has a broader definition than "the speed with which service can be restored..." (P-RC 779). The decision made is subject to challenge by the Union in the grievance procedure.
- 3) If the second headquarters provides assistance, the provisions of Title 212 must be followed.

These cases are considered closed on the basis of the foregoing, and such closure should be noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee