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Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin, Leanne M. Landry, Craig Dikeman and Matthew J. Correia
Request from: Office of Consumer Counsel

Question:

(Storm MN25K – Line Crew) The following pertains to the responses provided as part of OCC-413 and the respective invoice #J002315 for Holland Power Services Inc. Considering the response provided in subpart (a) of OCC-413, should the activities described be considered standby time? If the crews are performing these tasks without the need for equipment, please explain why that should not be considered standby time instead of work time. Please explain and cite to the applicable contract provisions regarding whether work time begins when the crew is assigned to the first job of the day.

Response:

No, the activities should not be described as "standby" time. Please refer to page 8 of OCC-653, Attachment 1, Exhibit A-Pricing Schedule. The contract defines Emergency Response Working Rates for Labor as the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during the Emergency Response Work.

The Pricing Schedule referenced in this response was inadvertently omitted from the Company's OCC-044 submission. The corresponding contract, CW2292858, begins on pp. 2714 of OCC-044, Attachment 2.

In this instance, the crews arrived at an Eversource staging area and were ready, willing and able to begin Emergency Response Work upon instruction. The crews were not in a period of rest or otherwise unavailable to perform work. Accordingly, this time is payable Working Time, consistent with the contractual definition of Emergency Response Working Rates, rather than standby time.

Standby Time is a period during which crews are directed to remain available pending deployment or further instruction and are not actively engaged in Emergency Response Work. In contrast, the activities at issue occurred after the crews reported to the designated staging location and were participating in the emergency response process in a ready and available status. Accordingly, this time is Standby Time.

The applicable contract provision does not require that equipment be in use or that the crew have physically commenced work at a specific job site before Working Time begins. Rather, the applicable Working Rates apply from the point at which the crews are engaged in Emergency Response Work. In this instance, the crews' arrival at the staging area in a ready and available status was part of that Emergency Response Work.

The contract does not distinguish Working Time from Standby Time based on whether equipment is actively being operated. Accordingly, the fact that a crew may be performing assigned emergency response activities without using equipment does not render the time Standby Time. The relevant consideration under the contract is whether the crew is engaged in Emergency Response Work and available to perform assigned restoration activities, rather than whether equipment is continuously in use.

Further, the Company is not aware of any provision within Exhibit A-Pricing Schedule that states that Working Time begins only when a crew is assigned to its first job of the day. Rather, the contract provides that Emergency Response Working Rates apply from the commencement of Emergency Response Work through the termination of such Emergency Response Work, excluding rest periods. Consistent with that contractual framework, crews that have reported to the designated staging location, have completed any required staging activities, and are ready, willing and able to perform assigned emergency restoration work are crews that are engaged in Emergency Response Work and are doing so subject to applicable Working Rates.