

Exh. XVI: No violations occurred using contractors as "incidental contracting", in installing a protection lighting system due to insufficient manpower and installing conduit to an air compressor which was not work normally performed by the B.U.



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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.
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SALIM A. TAMIMI, SECRETARY

Review Committee No. 14687 California Gas Transmission – Topock

Kris Picton
Company Member
Local Investigating Committee

Ed Dwyer
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns work that was contracted out.

Facts of the Case

CGT asked General Construction to install a protection lighting system at Topock. As GC had insufficient manpower to perform this work, they contracted it. When the contractor crew arrived to perform the work, it was determined that some eyebolts needed to be installed on the roof of the building so that the contractor crew would be able to work safely while installing the protective lighting system. Topock employees installed the eyebolts.

While the eyebolts were being installed, the supervisor utilized the contractor crew to install conduit to an air compressor. Three men worked three eight hour shifts to complete the job (72 hours). No work was performed on overtime. These hours were reported as part of the hours on the original job.

A bargaining unit employee was present while the contractors worked.

Discussion

Union argued that the conduit installation work should have been assigned to Topock employees and that no Notice of Intent to Contract was submitted to Union for this work.

Company responded that this was new construction and therefore not work normally performed by the bargaining unit.

Union responded that Exhibit XVI does not exempt new construction from the labor agreement.

Company reiterated that the contractor was on-site for another job but was unable to start on it until Topock employees made it safe. The utilization of the contractor for this work falls under Exhibit XVI, General Provisions, Item 4, "incidental contracting". As required, Company did report the hours.

As for new construction, some of it is work normally performed, but by Title 300 employees. The fact that Company submitted a Notice of Intent for the original protective lighting job, identifies it as work normally performed.

Decision

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 A. 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