



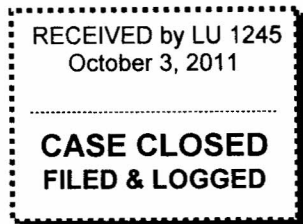
REVIEW COMMITTEE

IBEW



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INTERNATIONAL BROTHERHOOD OF
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LOCAL UNION 1245, I B E W.
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DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

BOB CHOATE, SECRETARY

Pre-Review Committee No. 17378 Energy Delivery – GC Line - Fresno

Monica Oakes
Company Member
Local Investigating Committee

Mike Haentjens
Union Member
Local Investigating Committee

Subject of the Grievance

Company was contracting Electric T&D work out without considering General Construction in violations of Exhibit XVI.

Facts of the Case

The time frame question in this grievance was the first quarter of 2007. The 83 employees at issue were averaging 19% overtime during that period. The crew size varied from five to six persons. There were 11 to 13 crews working in the area.

The overtime sheets were completed as required by Arb 266.

PRINCIPLES (Arb. 266)

Exhibit XVI does not prohibit or limit Company from contracting out work under Arb 266.

- If contracting out "work normally performed" by the bargaining unit, certain obligations are placed on the Company, starting with filing an Intent to Contract.
- Prior to contracting work normally performed, the Company must assess whether the work can be performed by existing employees on straight time and voluntary overtime within the needed time frame. If not, contracting is one option available to the Company. Others, including Hiring Hall, additional employees and forced overtime.
- Once the work is contracted there is no obligation to revisit that decision or to assign that work to the bargaining unit on straight time or overtime.

- To be considered a legitimate grievant, an employee must be signed-up to work pre-arranged overtime prior to and during contracting.
- There is no obligation to provide overtime once the decision to contract is made.
- There is no obligation to provide overtime just because there are contractors in a service territory.
- There is no obligation to provide overtime performing the same work as the contractors.
- There is no obligation to "make work" to be performed on overtime.
- Pre-arranged work must be managed so that employees are available for regular hours and emergencies.

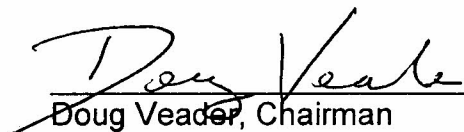
Discussion

The Union argued that 6/10's would be optimum overtime for these GC crews and that thousands of hours that were worked by the contractors could have been assigned to these GC crews. The Union further argued that as a result of the alleged violation of Exhibit XVI monies are owed to the GC employees.

Company argued that there is no violation of Exhibit XVI. Neither Arb 266 nor Exhibit XVI provides a number of hours to define optimum overtime. Arb. 266 states optimum overtime is based on workload and resources. The overtime worked by these crews was significant averaging about 12 hours per week between January and April of 2007.

Decision


This case was referred to the PRC on September 4, 2007. On October 1, 2009 it was determined that this case was never put on the agenda of the Pre-Review Committee. The case was referred to the Exhibit XVI Committee for resolution. The Exhibit XVI Committee was unable to resolve the issue and referred back to the Pre-Review Committee. The PRC Committee reviewed the file and based of the facts presented in this case and the principles used in Arb. 266 and PRC 15810 the parties agreed that there was no violation of the Agreement and this case is closed without adjustment and without prejudice.



Doug Veader, Chairman
Review Committee

9/8/11

Date



Bob Choate, Secretary
Review Committee

9/8/11

Date