



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CA 94177
(415) 973-6725

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

JOHN MOFFAT, CHAIRMAN

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

RECEIVED by LU 1245
May 21, 2009

**CASE CLOSED
FILED & LOGGED**

BOB CHOATE, SECRETARY

Pre-Review Committee No. 18789 Energy Delivery – Electric T&D – Tower

Robin Wix
Company Member
Local Investigating Committee

Roy Runnings
Union Member
Local Investigating Committee

Subject of the Grievance:

Company allegedly contracted work in the Tower Section of the Electric T&D Department in violation of Exhibit XVI.

Facts of the Case:

The work in question commenced in March of 2008 and was completed in June of 2008 and comprised of modification to approximately 88 towers. The contractor used was Henkels and McCoy, Inc. and they used a 14 person crew to complete the project. The staffing level in the Tower Section is down from previous years. Additionally, the Company agreed that there was no Notice of Intent submitted to the Union prior to the project being contracted out.

The Company and Union negotiated Letter Agreement 07-33 to provide stability in the Tower Section in an effort to keep new employees from bidding out. At the time of the signing of this agreement there were 28 employees in the Department. The Company is continuing working on a staffing plan and would like to fill another 34 positions.

The Company was compliant with the provision of Exhibit XVI when the contract was let. Tower Section is only a sub department of the Electric T&D overall number. Electric T&D has been below 15% overall contracting and attrition is permissible. This tower job was originally planned for the tower group but due to the time frame and the crews scattered around the system the decision was made to contract out the work


Discussion

The Union argued that the Tower section needs to be staffed up to handle this type of work and that there was plenty of time to plan for this work so it did not have to be contracted. The Company argued that the contractual obligations were met in this case and that in fact the

contracting percentage continues to drop and the Company is looking at filling additional positions.

Decision

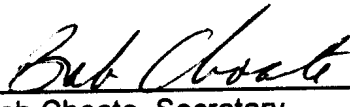
The Committee agreed to close the case with out adjustment.



John A. Moffat, Chairman
Review Committee

5/20/09

Date



Bob Choate, Secretary
Review Committee

5/20/09

Date