



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

CLAIRE IANDOLI, CHAIRMAN

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

KIT STICE, SECRETARY

Review Committee Number 23153 Gas Operations-Gas Dispatch– San Ramon

Curtis Hoard
Company Member
Local Investigating Committee

Lou Mennel
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the contracting out of after-hours calls involving the Facilities Management office (FMO).

Facts of the Case

After hours, the Gas Dispatchers were taking calls for the FMO when it involved "emergency services" such as an over-flowing toilet, an open gate, or triggered alarms at night. The FMO studied the number of calls received by the Dispatchers and learned there were 261 calls over a 5 month period resulting in approximately 1-2 calls per night.

According to the FMO, the Gas Dispatchers were not properly recording the calls, calls were lost, they were not placed on a log and it was an inefficient system. As a result of the inefficiency and infrequency of the calls, the FMO decided to contract out the after-hours calls to an outside vendor. As a result of the contracting out there has been no impact to the workload or the number of the bargaining unit Gas Dispatchers.

The Union grieved the calls going to an outside vendor because the work is considered bargaining unit work.

Exhibit XVI provides the following, "...the Company has a right to have work done by outside contractors. If incidental contracting occurs without impact to the bargaining unit the provisions of this agreement will not be considered violated. The hours of the incidental contracting are counted toward the total contracting of the department."

Discussion

The Union argued that the after-hours calls were bargaining unit work and they should be returned to bargaining unit employees, either through Gas Dispatching or to the Customer Call Centers.

The Company argued that the provisions of Exhibit XVI allows the Company to have work done by outside contractors. Furthermore, since the work was incidental and de minimus there was no violation of the agreement.

Decision

The Committee discussed this case at length. The Company agrees that the after-hours calls do constitute bargaining unit work, however, the contracting out did not have the purpose or effect of dispensing with the services of bargaining unit employees. In an effort to settle this dispute, the Company agrees to have the after-hours calls roll to our Call Center which is a 24/7 operation. Within 120 days of this decision, Customer Care employees will be trained to allow them to respond to the calls appropriately. This case is closed without prejudice and without precedent.

For the Company:

Claire Iandoli
Rod Williams
Tanya Moniz-Witten
Chris Zenner

Claire Iandoli 4/19/17
Claire Iandoli, Chairman Date
Review Committee

For the Union:

Kit Stice
Robert Mohler
Karen Russell
Andrew West

Kit Stice 4/19/17
Kit Stice, Secretary Date
Review Committee