



REVIEW COMMITTEE

IBEW



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, CHAIRPERSON
☒ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 23192 Telecomm Operations – GC Telecom-Davis

The above-subject grievance has been referred to arbitration as Arbitration Case No. 335 and is returned to the Review Committee for settlement.

Jeff Neeley
Company Member
Local Investigating Committee

Kyle Whitman
Union Member
Local Investigating Committee

Subject of the Grievance

On or about 5/14/2015 the Union was made aware the Company is utilizing two different contractors (Altec in Dixon Ca. and American Truck and Body in Dixon and Tracy Ca.) to install radios and radio equipment in new vehicles which is considered to be bargaining unit work.

Facts of the Case

The installation of radios and radio equipment was previously done at the Davis Service Center by both journeyman Telecom Technicians and Apprentice Telecom Technicians. Prior to the work being done in Davis it was done at the local Service Centers where the vehicles would be stationed.

In 2015, the Company began utilizing two different contractors (Altec and American Truck) to install radios and radio equipment in new vehicles.

The Union filed this grievance in September 2015, alleging that the work had previously been performed by IBEW bargaining unit employees and the Company should comply with the requirements of Exhibit XVI if the Company contracted out the work.

Discussion

The parties have discussed this issue during each step of the grievance procedure and reviewed all relevant facts, precedent setting decisions and the contractual language of Exhibit XVI.

The Union contends that contracting of work normally performed by IBEW bargaining unit employees prior to delivery of Company vehicles is circumventing the provisions of Exhibit XVI. Further, the Union contends that the two contractors are non-union and it is unclear whether prevailing wages are being paid to them.

The Company contends that such contracting prior to the Company taking delivery of the vehicle is not a violation of Exhibit XVI. In addition, the Company contends that if such work is performed by PG&E employees it would void any warranty provided by the vendor.

Decision

The Company agrees that the after market installation of radios is work normally performed by IBEW 1245 bargaining unit employees and agrees to report all labor hours, applicable to the after market installation of radio equipment, to the Exhibit XVI committee. Going forward, if the Union determines that contracting hours are excessive, Union reserves the right to address this matter via the grievance procedure. The Company will ensure that the contractors in question comply with the provisions of Exhibit XVI as it applies to prevailing wages and will report its findings to the Exhibit XVI committee. All other provisions of Exhibit XVI remain intact.

Based on the above, the grievance is settled and closed on a non-precedent setting, non-referable basis.

Claire I. A. 5/17/18
Claire Iandoli, Chairman Date
Review Committee

Kit Stice 5/17/2018
Kit Stice, Secretary Date
Review Committee