U.S. DEPARTMENT OF LABOR

OFFICE OF THE SOLICITOR

WASHINGTON 25

July 9, 1963

MEMORANDUM # 52

TO : AGENCIES ADMINISTERING STATUTES REFERRED TO IN 29 CFR, SUBTITLE A, PART 5.

FROM : E. Irving Manger
Associate Administrator

SUBJECT: Opinions on application of the Davis-Bacon and related Acts.

Enclosed with previous covering memoranda, copies of opinions on the application of the Davis-Bacon and related Acts were furnished you for information and guidance in your enforcement programs under those Acts.

We are now enclosing a copy of a recent opinion on this same general subject, which we are sure will be of further interest and assistance to you.

Enclosure
DB-37

DB-37

131c (1)

U.S. DEPARTMENT OF LABOR

OFFICE OF THE SOLICITOR

WASHINGTON 25

July 9, 1963

Colonel Chaz M. Holland
Chief, Labor Relations Branch
Contract Management Division
Directorate of Procurement Policy
Department of the Air Force
Washington 25, D. C.

Re: United Communications Company
Contract AF 04(606)-12281
Vandenberg AFB, California
Our File E-63-1189

Dear Colonel Holland:

This has reference to our letter enclosing a telegram from Mr. D. G. Milne, Business Manager, International Brotherhood of Electrical Workers Local Union No. 413, Santa Barbara, California. This telegram states that certain work under the United Communications Company contract No. AF 04(606)-12281 at Vandenberg Air Force Base, California, was being performed without regard for the provisions of the Davis-Bacon Act.

The United Communications Company contract is for the extension or upgrading of base communications systems. It was awarded in March 1963, covering 14 specific jobs, and was scheduled for completion in June 1963. Performance was under the supervision of Ground Electronics Engineering Installation Agency (hereinafter known as GEEIA) within the Air Force for engineering, installation and check-out.

Apparently GEEIA had determined that, of the total contract work, approximately 13%, consisting mainly of trenching, backfilling, and building manholes, was subject to the Davis-Bacon Act. Apparently the remainder of the contract work,

49

consisting in general of cabling, cable splicing and termination of cables on master panels inside buildings, was not considered by GEEIA to be subject to the Davis-Bacon Act.

Upon the basis of conferences between representatives of the Department of the Air Force and the Department of Labor, including a careful inspection of activities being performed under the contract in question, I have determined that the work in question is essentially the same as that performed by the Western Electric Company at Vandenberg Air Force Base with respect to which coverage of the Davis-Bacon Act was determined by my letter dated January 31, 1962, to Mr. Gordon M. Freeman, President of the International Brotherhood of Electrical Workers, copy attached. This letter substantially adopted criteria developed by the Air Force in connection with a number of contracts for the installation of communications facilities at Vandenberg Air Force Base. These criteria are also attached.

Under these critieria the outside portion of the work, including the installation of cable, splicing, and termination of cables on master panels inside the building was determined to be subject to the Davis-Bacon Act. All inside cabling and, because of special circumstances presented in the Western Electric situation, the installation of the Bell System standard framework and cable racks, were considered not covered by the Act.

After reviewing the work in question, in the light of the Department's decisions in such cases, we have reached the conclusion that the cable laying, splicing, and termination of cables on master panels inside the building, under the United Communications Company contract, constitutes construction, alteration and/or repair of a public work within the meaning of the Davis-Bacon Act as amended.

While we are not requesting retroactive compliance in this case because of the particular circumstances involved, it would be appreciated if you would take the necessary action to assure compliance with the above determination in future work of this nature including the work under the open-end type contract, AF 04(606)-12375.

The application of the Davis-Bacon Act in such cases may be determined on the criteria attached to my letter of January 31, 1962, in the Western Electric case. Of course should the unusual circumstances of the type encountered in the Western Electric case again arise, the determination in that case would be applicable.

I trust that this will satisfactorily resolve the problem presented in this case.

Yours sincerely,

Charles Donahue

Charles Donahue
Solicitor of Labor

Enclosures