



PACIFIC GAS AND ELECTRIC COMPANY
 201 MISSION STREET, 1513A
 SAN FRANCISCO, CALIFORNIA 94105
 (415) 973-1125

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE

SEP 28 1992
**CASE CLOSED
 LOGGED AND FILED**
RECEIVED SEP 25 1992

ENCON (General Construction) Grievance No. 3-2222-91-47
 Pre-Review Committee No. 1554

September 22, 1992

LARRY KNIGHT, Company Member
 ENCON
 Local Investigating Committee

BARRY HUMPHREY, Union Member
 ENCON
 Local Investigating Committee

Grievance Issue:

Improper use of contract labor and various backhoe services on crew to supplement the workforce.

Facts of the Case:

The Company hired contract labor crews and backhoes to work on various PG&E projects in the San Joaquin Valley area. These labor crews worked with the PG&E crews until the summer of 1991 when the field was told by supervision that the crews should not be mixed. This grievance was filed in May of 1991 and currently there are no contract labor crews working in the area.

Testimony was given that the Working Foreman provided guidance and gave directions throughout the workday as well as "tailboarding" the contractor daily. Ninety percent of the work was done near or in conjunction with PG&E crews. The contractors did provide most of their tools and had a foreman.

2.1 -Recognition
 Contract labor crews &
 contract backhoe oper
 used in jt employer
 /relation-
 /ship.

IBEW



INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
 P.O. BOX 4790
 WALNUT CREEK, CALIFORNIA 94596
 (415) 933-6060
 R.W. STALCUP, SECRETARY

Testimony was also provided on contract labor crews working with the Gas T&D, Measurement and Control section. It was determined that Company has an annual contract for technicians and helpers to perform M&C work. There were four contract crews with a total of 13 employees consisting of foreman, technicians and helpers. These crews provided their own tools and equipment. The crews received instructions from a PG&E inspector daily at morning "tailboarding." PG&E did not have control over who was on the crews but did tell the contractor when they did not want somebody.

Discussion:

Company argued that these crews were independent contractors supplying their own tools and supervision. The crews were not part of PG&E crews. The Company did not hire or fire, determine wages, dictate terms of employment, discipline or supervise any of the contractors.

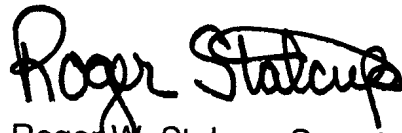
Union argued that a joint employer relationship existed in violation of Review Committee Decision 1637. The Company did hire and fire by making statements to the contractor who they wanted on a crew; they did schedule work hours and days; they did provide day-to-day supervision and direction on the job. The Company was using these crews as "dock crews."

Disposition:

In this case, as in Arbitration Case No. 184, the Company exercised too much control over the contractors at the job sites and established a joint employer relationship in both T&D crews and M&C crews. The remedy is the same as in the case as detailed in Review Committee Decision 1637. This case is referred back to the Local Investigating Committee to settle in accordance with Review Committee Decision 1637.



David J. Bergman, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee