

**REVIEW COMMITTEE****PG and E**

PACIFIC GAS AND ELECTRIC COMPANY  
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**IBEW**

INTERNATIONAL BROTHERHOOD OF  
 ELECTRICAL WORKERS, AFL-CIO  
 LOCAL UNION 1245, I.B.E.W.  
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 R.W. STALCUP, SECRETARY

**CASE CLOSED** SEP 17 1982  
**LOGGED AND FILED**

D.J. BERGMAN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1004-81-108  
 P-RC 751

September 16, 1982

MR. R. S. BAIN, Chairman  
 General Construction  
 Joint Grievance Committee

Statement of the Case

This grievance involves disciplinary action taken against six Welders for alleged incompetence and negligent work performance.

The disciplinary action was taken after it was determined that 22 welds which the six employees completed on watercooled spacer tubing at the Pittsburg Power Plant were faulty and totally unacceptable. The 22 welds represented 100 percent of the welds performed by these employees.

On September 23, 1981, all six grievants were demoted to Helpers; on September 28, 1981, Grievant Stine resigned; on October 6, 1981, Grievants Bierman, May, Welch, and Willis were discharged. Grievant Lewis was demoted but was not discharged. Lewis was subsequently laid off as a result of being displaced by a senior employee during a lack of work reduction of work forces. In lieu of layoff, Lewis elected to take retirement, and did so effective February 24, 1982.

The Company's position was that the poor welding was due to negligence and/or incompetence and, thus justified discharge.

The Union's position was that the unacceptable welds were contributed to by the lack of proper tools and an unusually difficult and inaccessible work area; that the grievants informed their supervisor of this and were thereafter instructed to "do the best you can with what you have." Union further argued that, in light of the fact that none of the grievants have any record of prior discipline for the job performance or for any other reason, under the worst set of circumstances, demotion and discharge were inappropriate.

Discussion

At the outset, the Pre-Review Committee found it very difficult to deal with this grievance because of conflicting testimony and incomplete evidence. Additional investigation clarified some issues but left others still clouded. However, the Pre-Review Committee did conclude that both Company and the grievants must share some accountability for the incident which brought about the disciplinary action. Having come to this conclusion, the Committee discussed at length the degree of accountability of the grievants and the appropriate penalty. While there remains some disagreement between both Company and Union over the appropriate penalty, considerable weight was given to the expressed desires of the grievants; that they wished to see the issue settled so that they could return to work as soon as possible.

Decision

Considering all of the foregoing, this grievance is to be settled in accordance with the following provisions:

1. P. Welch and W. Willis are to be given a 30-day disciplinary layoff for their part in the incident and are to be reinstated as employees effective the date of their discharge.
2. R. Bierman and S. May are to be given a five-day disciplinary layoff for their part in the incident and are to be reinstated as employees effective the date of their discharge.
3. Messrs. Welch, Willis, Bierman and May will be reinstated as Helpers in the Station Construction and will be allowed up to 60 calendar days to obtain recertification as Welders. Reinstatement will be to locations where training and practice for recertification are possible and are provided by the Company. Company will provide recertification testing opportunities as early in the 60-day time period as possible when the employee states that he is ready for such testing. Following recertification within the 60-day time period, these employees will be reclassified as Welders and will be granted back pay as Welders, less other income, from the date of demotion to Helpers to the date of reclassification to Welders. If any of these employees fail to become recertified as Welders within the 60-day time period, they will be reclassified to Arc Welders, if they are qualified to perform such work, or remain as Helpers if they are not qualified to be Arc Welders; and back pay, less other income, will be based on the classification to which they are finally assigned from the date of their demotion to Helpers to the end of the 60-day period.
4. Those grievants who return to the Welder classification will be expected to perform their welding duties at required standards; and any future incidents attributable to negligence or incompetence, may result in further disciplinary action up to and including discharge.
5. Mr. R. Stine, one of the grievants, is not entitled to any further consideration because of his failure to participate in grievance hearings and his voluntary resignation prior to any discharge action taken by the Company.

6. Since Mr. W. Lewis elected to retire from the Company rather than be laid off following his demotion to Helper and since he does not desire to return to work for the Company, an equity settlement will be made. Mr. Lewis will receive a back pay award equivalent to the difference in pay between his former pay as a Welder and his final pay as a Helper, for the period from his demotion to the date of his retirement.

On the basis of the above adjustments, and without prejudice to the position of either party, this case is closed and should be so noted in the minutes of the next General Construction Joint Grievance Committee meeting.



D. J. BERGMAN, Chairman  
Review Committee

  
R. W. STALCUP, Secretary  
Review Committee

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