

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
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D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

CASE CLOSED MAR 24 1983
LOGGED AND FILED

RECEIVED MAR 24 1983**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

General Construction Grievance No. 3-1078-82-37
 P-RC 796

March 23, 1983

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

MR. G. VALLEY, Chairman
 General Construction
 Joint Grievance Committee

Grievance Issue

Five Painter B's who were laid off due to lack of work allegedly were improperly replaced by four Linemen and one Towerman.

Facts of the Case

On February 25, 1982, three employees in the Painter B classification were laid off because of a decline in the work assigned to the General Construction Paint group. These employees had Company Service dates of May 8, 1978, May 22, 1978 and June 1, 1978. On February 26, 1982, two additional employees in the Painter B classification were laid off for the same reason. Their Company Service dates were May 30, 1978 and June 7, 1978. All five of these Painter B's were working at Moss Landing Power Plant at the time they were laid off.

On or about February 25 and 26, one Working Foreman C, three Painter A's and one Painter B were transferred from various locations to Moss Landing Power Plant to replace the five laid off Painter B's. None of the transferred employees' classifications were changed.

On March 1, 1982, the Paint group received a Work Order and a "D&C" for work at Hunters Point Power Plant. As a result, one of the aforementioned Painter A's was transferred to Hunters Point to augment the crew at that location.

On March 5, 1982, a Paint Foreman requested two additional Painters to augment the crew at Moss Landing. As a result, two Linemen who were scheduled to be laid off on March 5 were afforded the opportunity to transfer to Moss Landing as Painter B's. The two Linemen accepted the offer, and were immediately transferred to Moss Landing. On March 8, 1982, one of these Linemen changed his mind about the desirability of the work and, as a result, was laid off effective March 12, 1982. On March 9, 1982, the Paint group received two job assignments for work at Potrero Power Plant. One of the Painter A's who had recently transferred to Moss Landing was sent to assist the crew at Potrero.

March 23, 1983

On or about March 10, 1982, the Paint Foreman again requested two additional Painters for Moss Landing Power Plant. As a result, a Lineman and a Towerman who were scheduled for layoff on March 12 were afforded the opportunity to transfer to Moss Landing as Painter B's. They accepted the offer, and were immediately transferred to Moss Landing Power Plant.

Discussion and Decision

The Union alleged that the Painter B positions at Moss Landing should have been filled by rehiring the laid off Painters with the most Company Service; that the transfers of the Linemen and Towerman into the Paint group violated the intent of the agreed-to Painter Training Program and Paint group line of progression; and that, in any case, the Linemen and Towerman should not have been offered the Painter B classification, that their background and skills were more fitted to the Painter Helper classification. Additionally, the Union pointed out that two of the three Painters who were laid off on February 25, 1982 had more Company Service than both of the employees who were laid off on February 26, and that one of the employees laid off on February 25 had more Company Service than one of the employees laid off on February 26.

The Company maintained that, except for the out-of-sequence layoffs noted by the Union, no violation of the intent or the specific language of any Company-Union agreement occurred in this case, and that the Linemen and Towerman properly were offered the Painter B classification because of their climbing abilities and their knowledge of rigging and safety practices.

The Pre-Review Committee agrees that this case presents no violation of any Company-Union agreement except for the out-of-sequence layoff of three of the grievants. Therefore, grievants Yonan, Lizarraga and Mendoza will be paid one additional day as Painter B's, and the case is closed on this basis without further adjustment.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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