

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

PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

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

CASE CLOSED DEC 16 1983
LOGGED AND FILED

RECEIVED DEC 15 1983

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

East Bay Division Grievance No. 1-1761-82-251
P-RC 832

December 14, 1983

MR. L. R. JOHNSON, Company Member
East Bay Division
Local Investigating Committee

MR. V. STAMPS, Union Member
East Bay Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the elimination of a Corrosion Mechanic position in Oakland due to lack of work. At the Local Investigating Committee level of the grievance procedure, it was the Union's contention that a lack of work situation did not exist.

Discussion

The Committee reviewed the Joint Statement of Facts and various documents prepared by the Company and by the Shop Steward in this case concerning the amount of work and the number of man-days available for the Corrosion Mechanics in Oakland. While the Committee was unable to reconcile the figures submitted by the Company and Union with respect to the amount of work, non-productive time and man-days available, the Committee nevertheless is in agreement that the majority of the cathodic protection areas have been completed, and the District is primarily in a maintenance mode and that it appears this work can be accomplished by four Corrosion Mechanics.

The Committee reviewed Section 7.1 of the Agreement, which states that:


"The management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this

agreement, arbitration or review committee decisions, or letters of agreement, or memorandums of understanding clarifying or interpreting this Agreement."

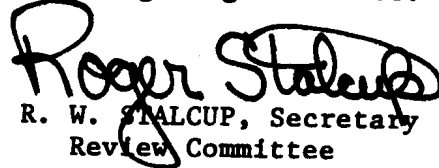
There has been no demonstration in this case that the grievant was not afforded his contractual rights under Title 206 or any other applicable agreement.

Decision

The Pre-Review Committee is in agreement that there is no contractual violation in this case and it is, therefore, considered closed without adjustment. Such closure should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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