

# REVIEW COMMITTEE

306.1(a)  
306.2  
613.2

**PG and E**

**IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY  
245 MARKET STREET, ROOM 444  
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  
LOGGED AND FILED**

JUN 11 1986

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED JUN 11 1986

General Construction Grievance Nos. 3-1390-85-24  
and 3-1394-85-28  
P-RC 1054

June 9, 1986

## Grievance Issue

Improper demotion of four Equipment Mechanics under Title 306.

## Facts of the Case

Four Equipment Mechanics assigned to the Oakland Service Center were demoted to Field Garage Mechanic C coincident with a reduction in work at that location. All the grievants were hired as Equipment Mechanics to perform primarily "body and fender work."

Grievant A was hired on May 4, 1979 and was demoted on February 25, 1985. Grievant A stated that he had experience in engine diagnosing and repairs prior to working for the Company and that he was skilled in tune-ups, brake repair and related mechanical repair. Grievant A also stated that after one year of employment, he had asked for training and exposure to other areas of mechanical repair, and he was not provided with such training. Grievant A's supervisor noted that the Grievant could possibly qualify as a Field Garage Mechanic A.

Grievant B was hired on October 4, 1978 and was demoted February 25, 1985 to Field Garage Mechanic C. Grievant B bid to East Bay Region position and was awarded a T&D Driver position on May 20, 1985. Grievant B was also not afforded any mechanical training. Grievant B also stated that he believed he was presently not qualified to work as a Field Garage Mechanic A but believed that he could become qualified with some training.

Grievant C was hired on March 26, 1979 and was demoted on February 25, 1985 to Field Garage Mechanic "C." Grievant C stated that he had outside mechanical experience and believed he had more to offer the Company than only performing the duties of a Field Garage Mechanic "C." Grievant C also stated that he had never asked for other training. Grievant C's supervisor stated that some training would be required to qualify this individual as a Field Garage Mechanic "A."

Grievant D was hired on November 13, 1979 and was demoted on April 2, 1985 to Field Garage Mechanic "C." Grievant D had little outside mechanical experience and had not been afforded any in-house mechanical training. Grievant D stated that he believed he could become a qualified Field Garage Mechanic A with training. Grievant D's supervisor stated that this individual would require extensive training to become a Field Garage Mechanic "A."

Discussion

The Committee discussed this case at length. Union members contended that Company was obligated to provide training opportunities for the grievants in an effort to qualify these individuals for Field Garage Mechanic "A" positions. Company members stated that work load and operational priorities prevented the Company from providing training to these individuals and that Company had no such obligation. Company further opined that the grievants were hired specifically for their expertise in body work.

Decision

In recognition of both parties' arguments, the Committee agreed to resolve this case on an equity basis as follows:

Grievant A will be promoted to Field Garage Mechanic A retroactive to the date of demotion (February 25, 1985).

Grievant B is presently in East Bay Region and is not presently interested in returning to General Construction and will receive an equity settlement that will pay him the difference between the Field Garage Mechanic B rate and the Field Garage Mechanic C rate for the period of demotion, which is February 25, 1985 through May 20, 1985, the date he reported to East Bay Region.

Grievants C and D will:

- 1) Receive backpay at the Field Garage Mechanic B rate retroactive to their demotions, February 25, 1985 and April 2, 1985 respectively.
- 2) Be afforded mechanical training at the Davis Service Center at the Field Garage Mechanic "B" rate for a temporary period not to exceed one year.
- 3) Receive specific training for their deficiencies that will be pre-determined by the Local Investigating Committee composed of Company and Union representatives. The intent of this training is that the grievants will become proficient Mechanic "A's" by the end of the training period.
- 4) If either grievant satisfactorily completes their proficiency training prior to 12 months, they will immediately be promoted to Field Garage Mechanic "A".
- 5) If either grievant fails to satisfactorily complete their training within the 12-month time limit, they will be demoted to Field Garage Mechanic "C".

The Committee agreed further that in the event the grievants are not placed on the day shift during this training, they may be transferred to the day shift in increments of one week or more, with advance notification prior to the end of the previous workweek, for training that is not available at the service center or on other than the day shift.

Based on the foregoing, this case is closed without prejudice to the position of either party in future cases.

  
DAVID J. BERGMAN, Chairman  
Review Committee

  
ROGER W. STALCUP, Secretary  
Review Committee

RRD:mc