

PG and E**REVIEW COMMITTEE**

RECEIVED JAN 1 1984

IBEW PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125**CASE CLOSED
LOGGED AND FILED**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

D.J. BERGMAN, CHAIRMAN

RECEIVED JAN 1 1984
REVIEW COMMITTEE DECISION

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

North Bay Division Grievance 04-1021-83-36
Review Committee File No. 1562-83-15Subject of the Grievance

This case involves the demotion of the grievant from Reserve Gas Serviceman to Gas Helper.

Discussion

The employee has received three disciplinary letters and numerous counsellings and, on two previous occasions, time off for poor performance and rule violations. The incident that triggered the demotion involved a scheduled gas meter change at a personal residence. Approximately one and one-fourth hours after the grievant had performed the meter change, a fire at the range required the Fire Department to respond, extinguish the flames and shut off the valve to control escaping gas. It is the Company's position the employee failed to properly perform his duties in changing the meter. Based on this incident, along with the employee's prior history, the grievant was demoted. The Union argued that there was no evidence the employee violated any work policies or standard practices in relation to his job performance at the residence prior to the fire. Union believed that the employee performed his duties in exact accordance with the standard practices and work policies.

The grievant was demoted from Reserve Gas Serviceman on April 1, 1983 to Gas Helper. On June 20, 1983, he bid and was awarded a Fieldman position. The employee has indicated he is no longer interested in returning to the Reserve Gas Serviceman classification.

Decision

Despite expert testimony, the sequence of events were such that enough unanswered questions were raised as to the real conditions of the equipment when the employee left the residence that the Committee could not determine with certainty whether or not the grievant failed to perform his assigned work properly on the day in question. Inasmuch as the grievant has twice informed the Union that he has absolutely no desire to ever return to the Reserve Gas Serviceman classification, the Committee has agreed to settle this case on an equity basis. The Committee agrees, without prejudice to the position of either party in this case or in future similar cases, to settle this case by paying the grievant the difference between the Gas Helper's rate of pay and the Reserve Gas Serviceman's rate of pay for the period of time from April 1, 1983 to June 20, 1983, except on such dates as the grievant would have been utilized as a Gas Serviceman, when he shall be paid at the Gas Serviceman rate of pay (less any time the employee was unavailable on vacation, sick leave, etc.). The Committee also agrees that the employee will be permanently precluded from returning to the Gas Service Lines of Progression.

On the basis of the above, this case is considered closed.

FOR COMPANY:

N. L. Bryan
F. C. Buchholz
R. C. Taylor
L. V. Brown

By

Date

L. V. Brown
4-30-84

FOR UNION:

R. L. Choate
P. S. Nickeson
F. H. Pedersen
R. W. Stalcup

By

Date

Roger Stalcup
4/27/84