

206.9(P) - "Unringing the bell"
19.9(C) from an improper job
award does not
result in granting acceler-
ated promotion rights.



REVIEW COMMITTEE

IBEW



JAN 12 1993

PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

**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 - 6 1993

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Sacramento Valley Region Grievance No. SAC-R-92-3
P-RC 1608**

**JIM MacDONALD, Company Member
Sacramento Valley Region
Local Investigating Committee**

**WAYNE GREER, Union Member
Sacramento Valley Region
Local Investigating Committee**

Subject of the Grievance:

This case concerns whether Title 19 rights should be granted to an employee who was awarded a job in violation of Subsection 18.1(d) of the Clerical Agreement.

Facts of the Case:

On November 15, 1989, the grievant was awarded the position of Operating Clerk-Typist at the Vaca-Dixon Substation. The vacancy she filled had previously been held by an employee who had sustained an industrial injury and was rated permanent and stationary by Safety, Health and Claims.

In January of 1992, a Local Investigating Committee (Grievance No. SAC-91-6) found that Safety, Health and Claims had erroneously rated the previous incumbent "permanent and stationary" and as such a temporary vacancy had been filled on a regular basis violating Subsection 18.1(d) of the Clerical Agreement. The Committee agreed that the previous incumbent be returned to her position at Vaca-Dixon and that the grievant be returned to her former position as an Operating Clerk-Steno in the Region Transmission Department with all the contractual rights of an employee assigned to a temporary headquarters.

Discussion:

On March 31, 1992, the Local Investigating Committee for Grievance No. SAC-R-92-3 was unable to agree on the issue of the grievant's bidding rights. In the opinion of the Company, the grievant was not displaced under Title 19, but was treated as if she had been assigned to a

temporary headquarters. Thus, she was not entitled to "A" rights back to the position she held in Vaca-Dixon.

While the Union agreed that the grievant was not displaced under Title 19, it contends that the grievant should be given Section 19.9 rights to return to the position based on her belief that she had been properly awarded the position and the length of time she held the position (26-1/2 months).

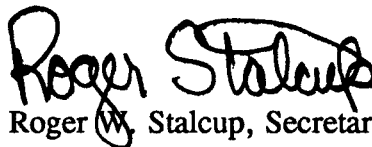
Decision:

The Pre-Review Committee agreed that the grievant is not entitled to Subsection 19.9(a) rights back to Vaca-Dixon because she was not displaced under Title 19, but rather will be treated as if she had been assigned to a temporary headquarters.

This case is closed on the basis of the foregoing and such closure should be so noted by the Local Investigating Committee.



David J. Bergman, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee

Date 1-5-93

Date 12/10/92