



REVIEW COMMITTEE

IBEW



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PACIFIC GAS AND ELECTRIC COMPANY
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**CASE CLOSED
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

San Jose Division Grievance No. SJO-95-40
Fact Finding Committee No. 6171-95-188
Pre-Review Committee File No. 2004

YVONNE WONG
Company Member
Local Investigating Committee

KATHY MAAS
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns an employee with greater seniority receiving lower wages than an employee with lesser seniority who received displacement notice at the same time.

Facts of the Case

Both the grievant and the junior employee were Station Mechanics at Willits. Both received their Title 306 displacement notices in February 1995. Both selected and were awarded Fieldman-Gas positions. The senior employee reported to the Fieldman classification. The junior employee did not meet all of the criteria for Fieldman and was to be laid off.

Before the lay-off could be affected, Letter Agreement 95-30 was executed which provided that employees who were to be laid off pursuant to Section 206.7 or 306.7 would be given an additional option to displace into available clerical vacancies for which they were qualified. While the junior employee was waiting on receipt of the clerical list and subsequent result of awards, he continued in the Station Mechanic classification. This employee did not qualify for any of the clerical vacancies and was laid-off some four months after the more senior employee had reported to Fieldman.

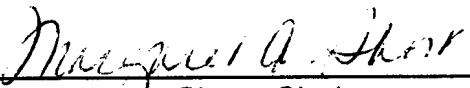
Discussion

The Union argued that the grievant should receive the Station Mechanic rate of pay until the junior employee was laid off. In this case, the grievant was penalized because he actually qualified for the position he was assigned to under Title 306.


The Company argued that this issue had been previously addressed in Pre-Review Committee Case No. 209. In that case, a more senior employee was displaced to his new headquarters while a junior employee remained at the headquarters where the displacement action originated. The decision stated that "the notice period, pursuant to Section 306.3 of the Physical Agreement, starts from the date an employee is notified of either a layoff or a move and is not changed by a subsequent action of another employee." In other words, an employee's seniority date will dictate the notice they receive, who they may bump, but not when the actual displacement action is to take effect. Title 307 does not speak to the order in which report dates are to be assigned. Report dates are negotiated on an individual basis and there is no contractual obligation to assign report dates on a seniority basis.

Decision

The PRC is in agreement that no violation of the agreement occurred. This case is closed without adjustment.



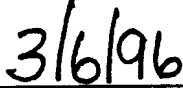
Margaret A. Short, Chairman
Review Committee



Date



Roger W. Stalcup, Secretary
Review Committee



Date