

REVIEW COMMITTEE

PG and E

PACIFIC GAS AND ELECTRIC COMPANY
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IBEW 

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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WALNUT CREEK, CALIFORNIA 94596
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L.N. FOSS, SECRETARY

L.V. BROWN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Review Committee File No. 1396-75-25
San Francisco Division Grievance No. LIC 2-75-35
Clerical Jobs "RWV" Filling of Clerk A

February 17, 1976

MR. G. D. LAWSON, Company Member
San Francisco Division
Local Investigating Committee


SHIRLEY SMITH, Union Member
San Francisco Division
Local Investigating Committee


The above-subject grievance has been discussed by the Review Committee and is being returned to the Local Investigating Committee for settlement in accordance with the following:

The case concerns the filling of a Clerk A vacancy, Gas Department, San Francisco Division. The issue in dispute is whether the Company violated the provisions of Title 18 of the Clerical Agreement by assigning the grievant to take the Clerk A position in the Gas Department. The Joint Statement of Facts indicates that the grievant submitted a prebid in July of 1975 to the vacancy in question, indicating his willingness to fill that position, even though he later accepted the assignment allegedly under duress with the assumption that if he refused, he would be demoted.

In view of the unusual circumstances involved in this case, the Review Committee must look to the Labor Agreement for a settlement. The record is clear that the grievant submitted a prebid for the job in question and as of the date of reassignment had not withdrawn the bid. Further, his regular classification at the time was Clerk A, Electric Department, and the reassignment to Clerk A, Gas Department, then in effect was one of a discretionary assignment by Company, pursuant to Section 18.6 of the Clerical Agreement. Therefore, the Review Committee is of the opinion that the reassignment of the grievant was contractually proper, notwithstanding the respective unchanged positions of the parties relative to the transferring of employees designated as "Review When Vacant."

This case is considered closed and should be so noted by the Local Investigating Committee.


L. V. BROWN, Chairman
Review Committee


L. N. FOSS, Secretary
Review Committee

DJBergman:rto

cc: JHBlack
IWBonbright
JAFairchild
PMatthew
ADOwen
Personnel Managers