



REVIEW COMMITTEE



IBEW

RECEIVED JAN 24 1996

PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
MAIL CODE P15B
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

**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

REVIEW COMMITTEE DECISION

- Central Coast Division Grievance No. CCH-94-22
- DeAnza Division Grievance No. DEA 94-1
- DeAnza Division Grievance No. DEA 94-3
- DeAnza Division Grievance No. DEA 94-5
- DeAnza Division Grievance No. DEA 94-6
- DeAnza Division Grievance No. DEA 94-7
- DeAnza Division Grievance No. DEA 94-9
- Diablo Division Grievance No. CON-94-8
- Diablo Division Grievance No. CON 94-36
- Diablo Division Grievance No. CON 94-37
- Diablo Division Grievance No. CON 94-38
- Diablo Division Grievance No. CON 94-39
- Diablo Division Grievance No. CON 94-40
- Diablo Division Grievance No. CON 94-52
- Diablo Division Grievance No. CON 94-53
- Diablo Division Grievance No. CON 94-54
- Diablo Division Grievance No. CON 94-55
- Diablo Division Grievance No. CON 94-56
- Diablo Division Grievance No. CON 94-57
- Diablo Division Grievance No. CON-94-99
- East Bay Division Grievance No. OAK -94-28
- East Bay Division Grievance No. OAK -94-29
- East Bay Division Grievance No. OAK -94-30
- East Bay Division Grievance No. OAK -94-31
- East Bay Division Grievance No. OAK -94-33
- East Bay Division Grievance No. OAK -94-34
- East Bay Division Grievance No. OAK -94-37
- East Bay Division Grievance No. OAK -94-38
- East Bay Division Grievance No. OAK -94-32
- Los Padres Division Grievance No. SLO -94-22
- Los Padres Division Grievance No. SLO -94-18
- Mission Division Grievance No. HAY-94-29
- Mission Division Grievance No. HAY-94-37
- Mission Division Grievance No. HAY-94-10
- Mission Division Grievance No. HAY-94-11

Review Committee File No. 1775

Mission Division Grievance No. HAY-94-13
Mission Division Grievance No. HAY-94-14
Mission Division Grievance No. HAY-94-16
Mission Division Grievance No. HAY-94-18
Mission Division Grievance No. HAY-94-12
Mission Division Grievance No. HAY-94-36
Mission Division Grievance No. HAY-94-44
North Bay Division Grievance No. SNR-94-03
North Bay Division Grievance No. SNR-94-15
North Bay Division Grievance No. SNR-94-12
North Coast Division Grievance No. STR-94-16
North Coast Division Grievance No. STR-94-17
North Coast Division Grievance No. STR-94-40
North Valley Division Grievance No. CHI-94-17
North Valley Division Grievance No. CHI-94-19
North Valley Division Grievance No. CHI-94-21
North Valley Division Grievance No. CHI-94-33
North Valley Division Grievance No. CHI-94-34
North Valley Division Grievance No. CHI -94-18
North Valley Division Grievance No. CHI -94-20
Nuclear Power Division Grievance No. NPG-616-94-049
Nuclear Power Division Grievance No. NPG-618-94-051
Oakland Division Grievance No. OAK-94-35
Oakland Division Grievance No. OAK-94-36
Oakland Division Grievance No. OAK-94-37
Peninsula Division Grievance No. BEL-94-14
Peninsula Division Grievance No. BEL-94-15
Peninsula Division Grievance No. BEL-94-16
Peninsula Division Grievance No. BEL-94-17
Peninsula Division Grievance No. BEL-94-18
Peninsula Division Grievance No. BEL-94-19
Peninsula Division Grievance No. BEL-94-20
Peninsula Division Grievance No. BEL-94-22
Peninsula Division Grievance No. BEL-94-23
Peninsula Division Grievance No. BEL-94-24
Peninsula Division Grievance No. BEL-94-25
Peninsula Division Grievance No. BEL-94-26
Peninsula Division Grievance No. BEL-94-27
Peninsula Division Grievance No. BEL-94-31
Peninsula Division Grievance No. BEL-94-35
Peninsula Division Grievance No. BEL-94-50
Sacramento Division Grievance No. SAC-94-24(a)
Sacramento Division Grievance No. SAC-94-24
San Francisco Division Grievance No. SFO-94-13
San Francisco Division Grievance No. SFO-94-15
San Francisco Division Grievance No. SFO-94-18
San Francisco Division Grievance No. SFO-94-19
San Francisco Division Grievance No. SFO-94-27
San Francisco Division Grievance No. SFO-94-31
San Francisco Division Grievance No. SFO-94-34

Review Committee File No. 1775

San Francisco Division Grievance No. SFO-94-39
San Francisco Division Grievance No. SFO-94-46
San Francisco Division Grievance No. SFO-94-29
San Francisco Division Grievance No. SFO-94-32
San Francisco Division Grievance No. SFO-94-35
San Francisco Division Grievance No. SFO-94-40
San Francisco Division Grievance No. SFO-94-41
San Francisco Division Grievance No. SFO-94-44
San Francisco Division Grievance No. SFO-94-51
San Joaquin Division Grievance No. FRO-94-14
San Joaquin Division Grievance No. FRO-94-33
San Jose Division Grievance No. SJO-94-6
San Jose Division Grievance No. SJO-94-20
San Luis Obispo Division Grievance No. SLO-94-5
San Luis Obispo Division Grievance No. SLO-94-8
San Luis Obispo Division Grievance No. SLO-94-21
Sierra Division Grievance No. AUB-94-13
Sierra Division Grievance No. AUB-94-14
Sierra Division Grievance No. AUB-94-15
Sierra Division Grievance No. AUB-94-16
Sierra Division Grievance No. AUB-94-19
Sierra Division Grievance No. AUB-94-22
Sierra Division Grievance No. AUB-94-23
Sierra Division Grievance No. AUB-94-24
Sierra Division Grievance No. AUB-94-29
Sierra Division Grievance No. AUB-94-41
Sierra Division Grievance No. AUB-94-48
Sierra Division Grievance No. AUB -94-30
Sierra Division Grievance No. AUB-94-45
Stockton Division Grievance No. STKN-94-2
Yosemite Division Grievance No. MER-94-10
Yosemite Division Grievance No. MER-94-12
Yosemite Division Grievance No. MER-94-13
Yosemite Division Grievance No. MER-94-14
Corporate Services Grievance No. VPC-94-7

Review Committee File No. 1775

The above referenced grievances were referred to a Title 206/19 subcommittee for resolution. All the grievances concern disputes arising out of the Company's application of Title 206/19. The grievance issues fall into two general categories. The first involves the 'compression' of displacement options. The second involves the affect a systemwide displacement has on employees' ability to be placed in a demotion area option (206.6 (a)) when more junior demotion unit (206.6(b)) or system options (206.6(c)) are available.

In Arbitration Case No. 201, it was determined that the method in which the Company administered Title 206 did not constitute a violation of the Labor Agreement. In light of that conclusion, the subcommittee examined the 206/19 assignments of the grievants in the above referenced grievances to determine if the specific assignments were appropriate. The Committee reached the following settlements:

Review Committee File No. 1775

On this basis, this case is considered closed.

Any questions regarding the above cases should be directed to this committee.

Doug Veeder 1/10/96
Doug Veeder Date
Company Member

Ken Ball 1-10-96
Ken Ball Date
Union Member

Bruce A. Tison 1/10/96
Bruce Tison Date
Company Member

Sam Tamimi 1/10/96
Sam Tamimi Date
Union Member

De Anza Division Grievance No. DEA-94-1

Facts of the Case

The grievant was hired on December 12, 1984 and at the time of displacement was a Street Light Maintenance Man. The grievant was displaced into a Utility Worker, DC. The grievant believed he should have been placed into a Garageman at the De Anza headquarters under the provision of Subsection 206.6(a).

The grievant was placed into his 20th option. The other options were compressed out or were assigned to more senior employees.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

San Jose Division Grievance No. SJO-94-6

Facts of the Case

The grievant was hired by the Company on April 12, 1985 and at the time of displacement was a Groundman. The grievant was placed as a Fieldman, Gas T&D under Section 206.5. The grievant believed he should of received a Subsection 206.6(a) option.

The grievant was placed into his 7th option. The other options were compressed out or were assigned to more senior employees.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

De Anza Division Grievance No. DEA-94-3

Facts of the Case

The grievant was hired by the Company on January 3, 1989 and at the time of displacement was a Groundman. The grievant was placed as a Utility Worker, DC. The grievant believed he should have been placed into a Utility Worker/Electric Materials Distribution under the provision of Section 206.6.

The grievant was placed into his 11th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

De Anza Division Grievance No. DEA-94-6

Facts of the Case

The grievant was hired by the Company on June 21, 1976 and at the time of displacement was a Patrolman. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a Utility Worker - Water under the provision of Section 206.6.

The grievant was placed into his 16th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

De Anza Division Grievance No. DEA-94-7

Facts of the Case

The grievant was hired by the Company on May 13, 1991 and at the time of displacement was a Utility Worker - Gas T&D. The grievant was placed as a DC Utility Worker. The grievant believed the placement should have been into a Materialsman under the provision of Section 206.6.

The grievant was placed into his 19th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Oakland Division Grievance No. OAK-94-35

Facts of the Case

The grievant was hired on April 30, 1984 and at the time of displacement was a Groundman. The grievant was displaced into a Utility Worker - Gas at Richmond. The grievant believed she should have been placed into any higher prioritized option under Title 206.

The grievant was placed into her 28th option. The other options were compressed out or were assigned to more senior employees. The Committee noted that the grievant went on LTD before reporting to her assignment. As such, should the employee return to active duty, she will be provided with 206 options as they exist at that time.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

San Joaquin Division Grievance No. FRO-94-14

Facts of the Case

The grievant was hired by the Company on April 4, 1988 and at the time of displacement was a T&D Driver. The grievant was placed as a DC Utility Worker. The grievant believed the placement should have been into a Materialsman under the provision of Section 206.6.

The grievant was placed into his 14th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision:

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Review Committee Files No. 1763, 1764, and 1765

P-RC 1815, P-RC 1816, P-RC 1819, P-RC 1970, P-RC 1763, P-RC 1796, P-RC 1803, P-RC 1804, P-RC 1805 and P-RC 1806 (FRO-93-31, FRO-93-30, BAK-94-3, CON-94-10, CHI-93-11, SAC-94-40, SAC-94-32, SAC-94-33, SAC-94-41 and SAC-94-42)

The situation which gave rise to these grievances involve contracting sand and gravel delivery to various job sites. According to the facts of each case, the Company established a contract for the delivery which was separate from the purchase of the sand and gravel. In light of Review

Committee Case No. 1755 and 1756, the Committee agreed that this contracting was in violation of the Agreement.

P-RC 1972 (CON-93-4)

This grievance concerns the use of contractors to sawcut concrete for trenching and excavation purposes. The Committee noted that the Fieldperson's job definition includes "use of concrete saws". Therefore the Committee agreed that this is work normally performed by the Gas T&D Department employees. The company reserves the right to put forth the argument in future cases that the company is not obligated to purchase specialized equipment.

P-RC 1700, P-RC 1710, P-RC 1750 and P-RC 1754 (FRO-93-8, GG-PD-93-8, CCH-94-4 and MER-93-10)

The issue in these cases involve the reduction in the number of employees in the Gas T&D Department at these headquarters while contracting was occurring in the same department at other headquarters in the system.

P-RC 1611, P-RC 1610, P-RC 1660, P-RC 1574, P-RC 1631, P-RC 1599, P-RC 1672, P-RC 1673, P-RC 1661, P-RC 1703, P-RC 1711, P-RC 1725, P-RC 1726, P-RC 1736, P-RC 1743, P-RC 1749 and P-RC 1755 (COA-91-9, COV-52-18-91-13, COV-52-92-14, FRO-91-33, HUM-91-3, MIS-91-33, GG-PD-93-04, GG-PD-93-05, STKN-92-18, YOS-93-15, GG-PD-93-7, SJO-92-29, SJO-92-27, STKN-93-15, FRO-93-26, CCH-94-3 and MER-93-11)

The issue in these cases involve the reduction in the number of employees in the Electric T&D Department at these headquarters while contracting was occurring in the same department at other headquarters in the system.

It is clear from the Electric T&D and Gas T&D cases described above, that the company contracted out work that is normally performed by those department employees. The remaining question then concerns whether the company had met it's obligation outlined in Subsection 207.2(b), by maintaining the total size of the bargaining unit in these two departments. As evidenced by the number of grievances which originated from headquarters where the headcount in the affected departments was below the established floor number, the company had not met that obligation. Therefore the Agreement has been violated in all of these cases. However, during the discussion which led to Letter Agreement 95-54, the parties agreed that these cases would be settled without adjustment.

Sacramento Division Grievance No. SAC-94-24(a)

Facts of the Case:

The grievant was hired by the Company on June 15, 1964 and at the time of displacement was a Patrolman. The grievant was placed as a Utility Worker - Electric Materials Distribution. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 15th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision:

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

North Valley Division Grievance No. CHI-94-33

Facts of the Case

The grievant was hired by the Company on April 14, 1992 and at the time of displacement was a Routine Hydro Clerk T/A. The grievant was laid off. The grievant believed the placement should have been into one of the four options provided under the provision of Section 206.6.

The grievant was laid off. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

North Valley Division Grievance No. CHI-94-34

Facts of the Case

The grievant was hired by the Company on June 22, 1992 and at the time of displacement was a Utility Worker - Water. The grievant was placed as a Traveler Utility Worker. The grievant believed the placement should have been into one of his options under the provision of Section 206.6.

The grievant was placed into his 5th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

[Faint, illegible text]

Yosemite Division Grievance No. MER-94-12

Facts of the Case

The grievant was hired by the Company on September 30, 1963 and at the time of displacement was a Field Clerk. The grievant was placed as a Utility Worker - D.C. The grievant believed the placement should have been into a Assistant Foreman's Clerk under the provision of Section 206.4.

The grievant was placed into his 5th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Yosemite Division Grievance No. MER-94-13

Facts of the Case

The grievant was hired by the Company on October 10, 1973 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a Garageman under the provision of Section 206.6.

The grievant was placed into the 12th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Yosemite Division Grievance No. MER-94-14

Facts of the Case

The grievant was hired by the Company on October 25, 1982 and at the time of displacement was a Patrolman. The grievant elected severance after being assigned to a Utility Worker - DC. The grievant believed the placement should have been into a Utility Worker - Building Services under the provision of Section 206.6.

The grievant was assigned into his 27th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Yosemite Division Grievance No. MER-94-14

Decision

The grievant was hired by the Company on October 25, 1982 and at the time of displacement was a Patrolman. The grievant elected severance after being assigned to a Utility Worker - DC. The grievant believed the placement should have been into a Utility Worker - Building Services under the provision of Section 206.6.

The grievant was assigned into his 27th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Yosemite Division Grievance No. MER-94-14

Decision

The grievant was hired by the Company on October 25, 1982 and at the time of displacement was a Patrolman. The grievant elected severance after being assigned to a Utility Worker - DC. The grievant believed the placement should have been into a Utility Worker - Building Services under the provision of Section 206.6.

Sierra Division Grievance No. AUB-94-41

Facts of the Case

The case concerns the change of one of the grievant's options under Title 19. The grievant was initially given a list of options which included Meter Reader - Marysville.

The Title 19 options were rescinded and when reissued, the Meter Reader - Marysville option was changed to Meter Reader/Utility Clerk - Marysville. The grievant did not believe the change should have been made.

The Committee determined that the option in question was a vacancy. Between the issuance of the two sets of options, management reclassified the vacancy. The Committee agreed to settle this case without adjustment and without prejudice.

Decision

There is no violation of the agreement. Case closed without adjustment and without prejudice.

Mission Division Grievance No. HAY-94-13

Facts of the Case

The grievant was hired by the Company on November 4, 1991 and at the time of displacement was a Utility Worker - Gas T&D. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a Telecom Installer under the provision of Section 206.6.

The grievant was placed into his 11th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Decision

The grievant was hired by the Company on November 5, 1984 and at the time of displacement was a Utility Worker. The grievant was placed as a Plant Assistant. The grievant believed the placement should have been into another position under the provision of Section 206.6.

The grievant was placed into his 6th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Mission Division Grievance No. HAY-94-14

Facts of the Case

The grievant was hired by the Company on November 5, 1984 and at the time of displacement was a Utility Worker. The grievant was placed as a Plant Assistant. The grievant believed the placement should have been into another position under the provision of Section 206.6.

The grievant was placed into his 6th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Mission Division Grievance No. HAY-94-14

Facts of the Case

The grievant was hired by the Company on November 5, 1984 and at the time of displacement was a Utility Worker. The grievant was placed as a Plant Assistant. The grievant believed the placement should have been into another position under the provision of Section 206.6.

The grievant was placed into his 6th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Mission Division Grievance No. HAY-94-14

Facts of the Case

The grievant was hired by the Company on November 5, 1984 and at the time of displacement was a Utility Worker. The grievant was placed as a Plant Assistant. The grievant believed the placement should have been into another position under the provision of Section 206.6.

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 20th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

Review Committee File No. 1775

Mission Division Grievance No. HAY-94-11

Facts of the Case

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 20th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Conclusion

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 20th option. The other options were compressed out or were assigned to employees with greater seniority.

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

Conclusion

The grievant was hired by the Company on July 15, 1991 and at the time of displacement was a Utility Worker. The grievant was placed as a Utility Worker, DC.

Review Committee File No. 1775

Mission Division Grievance No. HAY-94-10

Facts of the Case

The grievant was hired by the Company on May 23, 1985 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 74th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Mission Division Grievance No. HAY-94-10

Facts of the Case

The grievant was hired by the Company on May 23, 1985 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 74th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Mission Division Grievance No. HAY-94-10

Facts of the Case

The grievant was hired by the Company on May 23, 1985 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

North Bay Division Grievance No. SNR-94-15

Facts of the Case

The grievant was hired by the Company on February 2, 1979 and at the time of displacement was a Night Groundman. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 17th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

North Bay Division Grievance No. SNR-94-03

Facts of the Case

The grievants were hired by the Company between 1968 and 1990 and at the time of displacement were in various Electric Department Classifications. The grievants were placed into various positions. The grievants believed the placements should have been into other classifications under the provision of Section 206.6.

The grievants were placed into the appropriate 206 option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievants placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

North Bay Division Grievance No. SNR-94-03

Facts of the Case

The grievants were hired by the Company between 1968 and 1990 and at the time of displacement were in various Electric Department Classifications. The grievants were placed into various positions. The grievants believed the placements should have been into other classifications under the provision of Section 206.6.

The grievants were placed into the appropriate 206 option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievants placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

North Bay Division Grievance No. SNR-94-03

Facts of the Case

The grievants were hired by the Company between 1968 and 1990 and at the time of displacement were in various Electric Department Classifications. The grievants were placed into various positions. The grievants believed the placements should have been into other classifications under the provision of Section 206.6.

Sierra Division Grievance No. AUB-94-24

Facts of the Case

The grievant was hired by the Company on November 5, 1990 and at the time of displacement was a Groundman. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a another option under the provision of Section 206.6.

The grievant was placed into his 13th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Review Committee File No. 1775

Mission Division Grievance No. HAY-94-16

Facts of the Case

The grievant was hired by the Company on November 3, 1981 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 9th option. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

The grievant was hired by the Company on November 3, 1981 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker, DC. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into his 9th option. The other options were compressed out or were assigned to employees with greater seniority.

De Anza Division Grievance No. DEA-94-5

Facts of the Case

The grievant was hired by the Company on October 24, 1978 and at the time of displacement was a Groundman. The grievant was placed as a Auxiliary Operator. The grievant believed the placement should have been into a Utility Worker - Building Services under the provision of Section 206.6.

The grievant was placed into his 58th option. The other options were compressed out or were assigned to employees with greater seniority.

Discussion and Disposition

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Stockton Division Grievance No. STKN-94-2

Facts of the Case

The grievants were hired by the Company between 1968 and 1992 and at the time of displacement were in various Gas and Electric classifications. The grievants were placed into various prioritized options. The grievants believed that placement should have been into higher options under the provision of Section 206.6.

The grievants were placed into the appropriate options. The other options were compressed out or were assigned to employees with greater seniority.

Decision

The grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Central Coast Division Grievance No. CCH-94-22

Facts of the Case

The grievant was hired on March 9, 1988 and at the time of displacement was a Utility Clerk - Operator. The grievant was laid off. The grievant believed she should have been placed into any of the positions compressed off her option list.

Laid off was the grievant's 7th option. The other options were compressed out or were assigned to more senior employees.

Decision

The grievant's layoff under Title 19 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Sierra Division Grievance No. AUB-94-45

Facts of the Case

This case concerns the Title 206 placements of 4 grievants. The details are as follows:

<u>Name</u>	<u>Hire Date</u>	<u>206 Assignment</u>	<u>Prioritization</u>
Kelly	5/17/65	System Operator - Chico	#2
Barnes	7/28/69	System Operator - Auburn	#2
Friemank	6/5/70	System Operator - Chico	#2
Rocha	1/3/79	System Operator - Chico	#1

The grievants believed they should have been given options to displace into Table Mountain.

The Committee reviewed the placement of each grievant and the disposition of their higher prioritized options. The Committee determined that all their options were either compressed out or were assigned to more senior employees. The Committee determined that the employees were not entitled to displace into Table Mountain.

Decision

The placement of the grievants under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.