

REVIEW COMMITTEE**PG and E****IBEW**

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

CASE CLOSED DEC 16 1983
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 DEC 15 1983

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1193-83-36
P-RC 876

December 14, 1983

MR. R. S. BAIN, Chairman
General Construction
Joint Grievance Committee

MR. BOB CALLENDER, Union Member
General Construction
Joint Grievance Committee

Facts of the Case

On February 25, 1982, the named grievant, a Painter B in the Line Construction Department, was laid off due to lack of work.

As a result of a General Construction Joint Grievance Committee grievance settlement, the grievant's preferential rehire rights under Section 306.14 of the Agreement were extended to August 31, 1983.

On April 11, 1983, the grievant was rehired by East Bay Division as a Groundman. His Company Service was not "bridged" because he had been off work for more than one year. However, if the grievant had been rehired in the Line Construction Paint section, his services would have been "bridged" as a result of the aforementioned grievance settlement.

On April 18, 1983, the Line Construction Paint section rehired a Painter B with less Company Service than the grievant.

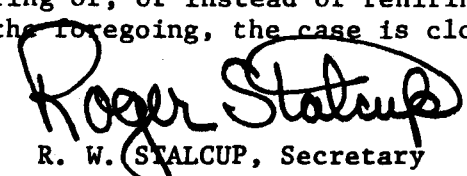
This grievance alleges that the grievant should have been returned to General Construction on April 18 under the provisions of Section 306.14, and that his Service should have been "bridged" as of that date in accordance with the earlier grievance settlement. The Company's position was that, since the grievant had been rehired by the Division on April 11, neither Section 306.14 nor the earlier grievance settlement was applicable to him on April 18.

Discussion and Settlement

Subsequent to the date this case was referred to the Review Committee, the grievant transferred back to General Construction, at which time the Company "bridged" his Service. Shortly thereafter, the grievant returned to the Division, with his "bridged" Service intact.

The Pre-Review Committee agreed that, under the terms of Section 306.14 of the Agreement, the Company was not required to return the grievant to General Construction in conjunction with the rehiring of, or instead of rehiring, the junior employee. Therefore, considering the foregoing, the case is closed without adjustment.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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