

REVIEW COMMITTEE

206.9(P)
601.5(P)

PG and E

IBEW

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INTERNATIONAL BROTHERHOOD OF
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LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

JUL 13 1984
**CASE CLOSED
LOGGED AND FILED**

RECEIVED JUL 13 1984

D.J. BERGMAN, CHAIRMAN

Colgate Division Grievance No. 12-103-84-4
P-RC 954

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

MR. J. L. MAC DONALD, Company Member
Colgate Division
Local Investigating Committee

MR. E. A. FORTIER, Union Member
Colgate Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the interpretation of Section 206.9 of the Physical Agreement.

Facts of the Case

The grievant, a Corrosion Mechanic since April 27, 1973, was demoted on December 4, 1978 into a Field Meterman position pursuant to the provisions of Section 206.3 due to the elimination of his Corrosion Mechanic position. On January 26, 1979, the grievant was the successful bidder to a Pressure Operator position, also in Colgate Division. The Division, upon review of the Pressure Operator line of progression believed that the employee was no longer entitled to Subsection 206.9(a) rights for returning to the Corrosion Mechanic position, since the line of progression to Corrosion Mechanic changed effective July 6, 1977 eliminating the Pressure Operator classification. The Division wrote the employee a letter on March 21, 1984 informing him that he no longer had Subsection 206.9(a) rights to Corrosion Mechanic.

Discussion

It was the Union's position that the wording in the last paragraph of Section 206.9 of the Physical Agreement states, in part, "an employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from the line of progression to which he was previously transferred or demoted, shall not be given consideration under this Section." The Union believed that the word "to" meant that when the grievant was demoted from Corrosion Mechanic "to" Field Meterman. Since he is still in the line of progression of Field Meterman, the position "to" which he was demoted pursuant to Title 206, that he should still retain his Subsection 206.9(a) rights from Pressure Operator to Corrosion Mechanic. The Division's understanding of the intent of Section 206.9 was that, if an employee left the line of progression "from" which he was demoted, he would lose his accelerated rights.

Decision

The Committee agreed the language provides an employee's preferential consideration to return to the position they were demoted from, as long as they have not removed themselves from the line of progression "to" which they were previously transferred or demoted. In this case, it would mean that since the employee is still in the line of progression to the classification "to" which he was demoted, i.e., Field Meterman, that he retains his accelerated promotion rights under Subsection 206.9(a).

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



L. V. BROWN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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