

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
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D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

IBEW

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

**CASE CLOSED
LOGGED AND FILED**

RECEIVED MAR 4 1988

Colgate Division Grievance No. 12-128-86-10
P-RC 1170

January 29, 1988

DAVID I. ASCH, Company Member
Colgate Division
Local Investigating Committee

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(v) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

The grievant accepted a postbid award to a Pressure Operator, Marysville, based on information that proved to be inaccurate. The grievant's request to return to his former classification and headquarters (Serviceman, Clovis) was denied. In addition, the grievant sought reimbursement for expenses incurred with selling and relocating his household.

Facts of the Case

When the Pressure Operator position was offered to the grievant, he was informed that the Marysville Load Center would be closing within the next two years and the jobs relocated to the Sacramento Load Center. On this basis, the grievant accepted the offer.

He reported to Marysville on May 5, 1986, and that same day was shown a copy of the minutes of the July 24, 1985, Quarterly Labor-Management Meeting. One of the topics was the consolidation of the Marysville and Sacramento Load Centers. The minutes reflect that three fewer operators would be needed at Sacramento than the combined operator total for the two facilities and that the additional positions would be eliminated through attrition. It should be noted that this Labor-Management Meeting preceded the job offer by nine months. The grievant gave a copy of the minutes to the Colgate Personnel Manager who reviewed them with the Regional Gas Operations Manager. He stated that Title 206 would be implemented at the appropriate time to eliminate the additional positions, not attrition. The grievant was then informed that there was no guarantee that his position would be permanently relocated to Sacramento and inasmuch as he was the Operator with the least seniority, it appeared that he would be relocated pursuant to

Title 206. The grievant then asked to be returned to Serviceman, Clovis. The request was denied by San Joaquin Valley Region Personnel. All these discussions took place on the grievant's report date in Marysville.

Discussion

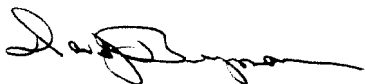
The Union cited the decision in Arbitration 53 to support its position that the grievant should have been allowed to return to San Joaquin. That case involved an employee who tendered her resignation and shortly thereafter rescinded it, requesting instead to be placed on a leave of absence. When the Company declined (coincidentally San Joaquin again), a grievance was filed. At the point the employee rescinded her resignation, no steps had been taken to fill her vacancy. The arbitrator ruled that the "status quo" was unchanged; to have granted the employee's request would not have disturbed the vested rights of others to the vacancy. In the instant case, the Union argued that the grievant made a timely request to return to his former classification and headquarters and that his decision to accept the Marysville job was predicated on misinformation given him by the Company.

The Company, while recognizing that the Union's argument had some merit, made several points. First, this is not a situation involving a resignation. The grievant is still employed and is employed in a position and location that he quite eagerly and voluntarily sought. The information he was given at the time of the job offer was the best and most accurate that the Company had at the time. Further, Company can never guarantee that a position will be retained forever. In addition, it has been the practice, bolstered by grievance decisions, that successful bidders have up until the time they report for a new position and/or headquarters to change their mind about accepting the award. This right, until January 1, 1988, could be exercised by employees without penalty. Finally, in the interim between when the grievant accepted the Marysville job and his report date, San Joaquin began considering the return of a disabled Serviceman to the vacancy, subject to medical clearance. It was later decided not to fill the vacancy. With regard to reimbursement for relocation, the Company denied any entitlement citing Section 201.4 of the Agreement and stated that the grievant would have incurred these expenses even if the Company guaranteed his job in Marysville or Sacramento. The consolidation has not yet been effected and has again been delayed.

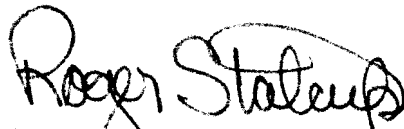
Decision

This case presents a set of circumstances with some inequities that do not rise to the level of a contractual violation. In order to resolve this grievance, the parties agree that if the grievant is relocated to a headquarters, other than Marysville or Sacramento, which is beyond a commutable distance from his current residence as a result of a Title 206 displacement, the provisions of Section 206.8 and the Labor Agreement Interpretation concerning Reasonable Costs Associated With Relocations shall be applicable. In addition to the foregoing, the grievant is to be paid a cash allowance equal to one month's salary as a Pressure Operator (1724) at the one year 1988 rate if he moves.

This case is considered closed on the basis of the foregoing and the adjustments provided herein and is without prejudice to the parties, positions, and future cases. Such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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