REVIEW COMMITTEE

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CASE CLOSED
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PACIFIC GAS AND ELECTRIC COMPANY
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R.W. STALCUP, SECRETARY

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

REVIEW COMMITTEE DECISION

Central Coast Division Grievance No. CCH-94-22
DeAnza Division Grievance No. DEA 94-1
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Peninsula Division Grievance No. BEL-94-50
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Sacramento Division Grievance No. SAC-94-24
San Francisco Division Grievance No. SFO-94-13
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San Luis Obispo Division Grievance No. SLO-94-5
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Yosemite Division Grievance No. MER-94-10
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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 Veader 1/10/96
Doug Veader Date
Company Member

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

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

Salim A. 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.

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.

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.

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-94-11

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.

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.

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 place 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 place 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 place 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.

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.

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.

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:

Name	Hire Date	206 Assignment	Prioritization
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.

REVIEW COMMITTEE

IBEW

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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

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

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 Veader 1/10/96
Doug Veader Date
Company Member

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

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

Salim A. Tamimi 1/10/96
Sam Tamimi Date
Union Member

Review Committee File No. 1775

Mission Division Grievance No. HAY-94-18

Facts of the Case

The grievant was hired by the Company on September 3, 1980 and at the time of displacement was a T&D Driver. The grievant was placed as a Auxiliary Operator. 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 10th 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-94-18

Facts of the Case

The grievant was hired by the Company on September 3, 1980 and at the time of displacement was a T&D Driver. The grievant was placed as a Auxiliary Operator. 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 10th 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. [illegible]

Facts of the Case

The grievant was hired by the Company on September 3, 1980 and at the time of displacement was a T&D Driver. The grievant was placed as a Auxiliary Operator. The grievant believed the placement should have been into a higher option under the

Sierra Division Grievance No. AUB-94-23

Facts of the Case

The grievant was hired by the Company on April 3, 1978 and at the time of displacement was a T&D Driver. The grievant was placed as a Materialsman position. 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 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.

Sierra Division Grievance No. AUB-94-22

Facts of the Case

The grievants were hired by the Company on between 1971 and 1978 and at the time of displacement were in various Electric T&D classifications. The grievants were placed into various options. The grievants believed the placement should have been into a higher option 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.

San Jose Division Grievance No. SJO-94-20

Facts of the Case

The grievant was hired on May 6, 1985 and at the time of displacement was a Utility Clerk-Typist Operating. The grievant was displaced into a Utility Clerk-Typist - Customer Services at Cupertino. The grievant believed she should have been placed into a Utility Clerk-Typist Operating at San Jose under Title 19.

The grievant was placed into her 5th option. The other options were compressed out or were assigned to more senior employees.

Decision

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

Sierra Division Grievance No. AUB-94-13

Facts of the Case

The grievant was hired by the Company on March 7, 1985 and at the time of displacement was a Utility Worker. The grievant was placed as a Gas Transmission Operator. 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 29th 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.

Sierra Division Grievance No. AUB-94-16

Facts of the Case

The grievant was hired by the Company on February 8, 1980 and at the time of displacement was a Field Clerk. The grievant was placed as a Materialsman. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievant was placed into her 67th 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.

Diablo Division Grievance No. CON-94-99

Facts of the Case

The grievant was hired on September 18, 1991 and at the time of displacement was a Meter Reader. The grievant was displaced into a Meter Reader at Davis. The grievant believed he should have been placed into a Meter Reader at Concord under Title 19.

The grievant was placed into his 4th option. The other options were compressed out or were assigned to more senior employees.

Decision

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

Peninsula Division Grievance No. BEL-94-50

Facts of the Case

This case concerns the allegation that two vacancies were not included as displacement options for Title 19.

The committee determined that the positions in question were not authorized vacancies as of the date that displacement options were generated.

Decision

Given that the two positions in question were not authorized vacancies at the time that Title 19 was implemented, there is no violation of the agreement. This case is closed without adjustment.

Sierra Division Grievance No. AUB-94-14

Facts of the Case

The grievance was hired by the Company on February 19, 1985 and at the time of displacement was a Utility Worker - Gas. The grievance was placed as a Utility Worker, DC. The grievance believed the placement should have been into a higher option under the provision of Section 206.6.

The grievance was placed into her 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.

Sierra Division Grievance No. AUB-94-19

Facts of the Case

The grievant was hired by the Company on June 14, 1972 and at the time of displacement was a T&D Driver. The grievant was placed as a Utility Worker Building Services. 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 21st 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.

Sierra Division Grievance No. AUB-94-15

Facts of the Case

The grievant was hired on August 17, 1971 and at the time of displacement was a Groundman. The grievant was displaced into a Utility Worker at Emeryville. The grievant believed she should have been placed into an area or unit option under Title 206.

The grievant was placed into his 21st option. The other options were compressed out or were assigned to more senior employees. Also at dispute was whether the grievant was entitled to any 206.5 options. The Committee determined that the grievants immediately previously held line of progression was General Construction. The Agreement does not provide for 206.5 rights from Title 200 to Title 300 positions. As such, the grievant was not entitled to 206.5 rights.

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-94-33

Facts of the Case

The grievant was hired on June 22, 1977 and at the time of displacement was a Transformer Repairman. The grievant was displaced into a Fieldman at Fresno. The grievant believed he should have been placed into a Telecom Installer at Fresno under Title 206. The grievant believed that he should have had a 206.5 option to an Apprentice Electrician.

The grievant was placed into his 2nd option (Fieldman under Section 206.5). The other option was compressed out. The Committee determined that the grievant was not entitled to a 206.5 option to an Apprentice Electrician as it is in the same Line of Progression as Transformer Repairman.

Decision

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

Sierra Division Grievance No. AUB-94-48

Facts of the Case

The grievant was hired on June 18, 1984 and at the time of displacement was a Utility Clerk-Typist. The grievant was displaced into a MR/Utility Clerk at Marysville. The grievant believed she should have been placed into some other positions under Title 19.

The grievant was placed into her 3rd option. The other options were compressed out or were assigned to more senior employees.

Decision

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

Yosemite Division Grievance No. MER-94-10

Facts of the Case

The grievant was hired by the Company on July 31, 1985 and at the time of displacement was a Utility Worker. The grievant was placed as a Chem/Rad Helper. The grievant believed the placement should have been into a Materialsman under the provision of Section 206.6.

The grievant was placed into his 35th 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.

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

Facts of the Case

The grievant was hired by the Company in 1983 at the time of displacement was a Utility Worker. The grievant was placed into a Utility Worker - DC. The grievant believed the placement should have been into a higher option under the provision of Section 206.6.

The grievants was placed in a DC 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 Coast Division Grievance No. STR-94-17

Facts of the Case

The grievants were hired by the Company between 1964 and 1991 and at the time of displacement were in various Gas and Electric Classifications. The grievants were placed into various positions. The grievants believed the placement should have been into a 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 grievants placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Peninsula Division Grievance No. BEL-94-16

Facts of the Case

The grievant was hired by the Company on June 17, 1985 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 higher option under the provision of Section 206.6.

The grievant was placed into his 29th 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.

Peninsula Division Grievance No. BEL-94-17

Facts of the Case

The grievant was hired by the Company on October 24, 1983 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 24th 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.

Peninsula Division Grievance No. BEL-94-18

Facts of the Case

The grievant was hired by the Company on May 28, 1974 and at the time of displacement was a Manhole Pumpman. 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.

Peninsula Division Grievance No. BEL-94-24

Facts of the Case

The grievant was hired by the Company on July 23, 1990 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 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.

Peninsula Division Grievance No. BEL-94-25

Facts of the Case

The grievant was hired by the Company on June 27, 1983 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 18th 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.

Peninsula Division Grievance No. BEL-94-26

Facts of the Case

The grievant was hired by the Company on March 12, 1992 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 Shop Meterperson under the provision of Section 206.6.

The grievant was placed into her 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.

Peninsula Division Grievance No. BEL-94-14

Facts of the Case

The grievant was hired by the Company on January 15, 1988 and at the time of displacement was a Groundman. 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 18th 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.

Peninsula Division Grievance No. BEL-94-19

Facts of the Case

The grievant was hired by the Company on June 11, 1990 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 higher option under the provision of Section 206.6.

The grievant was placed into his 34th 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.

Peninsula Division Grievance No. BEL-94-20

Facts of the Case

The grievant was hired by the Company on April 8, 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 Materialsman under the provision of Section 206.6.

The grievant was placed into his 25th 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.

Peninsula Division Grievance No. BEL-94-22

Facts of the Case

The grievant was hired by the Company on April 12, 1985 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 Telecom Installer under the provision of Section 206.6.

The grievant was placed into his 7th 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.

Peninsula Division Grievance No. BEL-94-23

Facts of the Case

The grievant was hired by the Company on December 28, 1987 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 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 grievant's placement under Title 206 did not constitute a violation of the Labor Agreement. This case is closed without adjustment.

Peninsula Division Grievance No. BEL-94-27

Facts of the Case

The grievant was hired by the Company on October 11, 1982 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 Telecom Installer under the provision of Section 206.6.

The grievant was placed into his 4th 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.

Peninsula Division Grievance No. BEL-94-35

Facts of the Case

The grievant was hired by the Company on May 29, 1991 and at the time of displacement was a Utility Worker - Gas T&D Driver. 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 6th 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.

Diablo Division Grievance Nos. CON-94-8, 36, 37, 38, 39, 40, 52, 53, 54, 55, 56 & 57

Facts of the Case

This case concerns the Title 206 placement of 12 grievants. The details are as follows:

Name	Hire Date	206 Assignment	Prioritization
Wade Cunningham	2/22/72	GC Utilty Worker	3
Ray Torres	8/23/71	Utility Worker- Bldg Srvcs, San Jose	16
Ernie Quinonez	10/22/68	GC Utility Wrkr	1
Lesley Green	1/2/79	Meter Reader-Concord	1
Sherry Jones	6/6/83	Meter Reader-Concord	1
Ron Bastiaans	9/19/83	Apprentice Lineman - Oakport	1
Jim Kliewer	10/24/83	Gas Transmission Operator - Hinkley changed to GC Gas in Antioch	49/88
Mike Kelly	9/18/84	GC Utility Worker - Antioch	3
Anthony Kennerly	7/23/87	GC Utility Worker - Antioch	9
Ron Spirlock	8/18/71	GC Utility Worker - Antioch	1
Dawn Curtis	3/16/92	GC Utility Worker - Antioch	3
Marco Cartagena	8/9/87	Trv. Utility Worker - Moss Landing -- changed to GC Utility Worker, Antioch	7/8

The Committee reviewed the placement of each grievant and the disposition of their higher prioritized options. Grievant Kliwer believed that he should have been given a 206.5 option to Apprentice Lineman. The Committee determined that all their other options were either compressed out or were assigned to more senior employees. Grievant Kliwer was not entitled to a 206.5 option to an Apprentice Lineman since it was in his line of progression.

Decision

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

East Bay Division Grievance No. OAK-94-28, OAK-94-29, OAK-94-30, OAK 94-31
OAK 94-33, OAK 94-34, OAK-94-38

Facts of the Case

This case concerns the Title 206 placement of 7 grievants. The details are as follows:

Name	Hire Date	206 Assignment	Prioritization
Brown	2/20/92	U.W.-DC-Richmond	#14
Mitchell	6/3/85	U.W.-DC-Richmond	#14
Mathis	1/11/71	Janitor-SF	#29
Bennett	5/13/91	U.W.-DC-Antioch	#48
Asche	9/30/83	Trav. U.W-Pittsburg	#12
Thomas	3/12/91	U.W.-DC-Oakland	#24
Lamperti	5/15/68	Fieldman-Richmond	#1

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 or were assigned to more senior employees, or were positions for which they were not qualified.

Decision

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

East Bay Division Grievance No. OAK -94-32

Facts of the Case

The grievant was hired on September 20, 1990 and at the time of displacement was a Utility Worker. The grievant was displaced into a DC Utility Worker at Oakland. The grievant believed he should have been placed into a Garageman at Richmond under Title 206.

The grievant was placed into his 18th option. The other options were compressed out or were assigned to more senior employees, or were positions for which the grievant was not qualified.

Decision

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

Peninsula Division Grievance No. BEL-94-31

Facts of the Case

The grievant was hired on April 16, 1991 and at the time of displacement was a Utility Worker - Gas T&D. The grievant was displaced into a DC Utility Worker - Gas at Redwood City. The grievant believed he should have been placed into another position under Title 206.

The grievant was placed into his 29th 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.

Mission Division Grievance No. HAY-94-44

Facts of the Case

The grievant was hired on February 20, 1990 and at the time of displacement was a Materialsman. The grievant was displaced into a Materialsman at Fremont. The grievant believed he should have been placed into a Utility Worker at Alta under Title 206.

The grievant was placed into his 14th 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.

North Coast Division Grievance No. STR-94-40

Facts of the Case

The grievant was hired on July 16, 1979 and at the time of displacement was a Clerk Steno-D. The grievant was displaced into a Utility Clerk-Typist at Woodland. The grievant believed she should have been placed into a Utility Clerk-Typist in Demotion Area 10 under Title 19.

The grievant was placed into her 8th option. The other options were compressed out or were assigned to more senior employees.

Decision

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

North Valley Division Grievance No. CHI-94-17

Facts of the Case

The grievant was hired on August 21, 1973 and at the time of displacement was a T&D Driver. The grievant was displaced into a DC Utility Worker - Electric at Stockton. The grievant believed he should have been placed into a Utility Worker at Burney under Title 206.

The grievant was placed into his 11th 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.

North Valley Division Grievance No. CHI-94-19

Facts of the Case

The grievant was hired on August 20, 1984 and at the time of displacement was a Groundman. The grievant was displaced into a Meter Reader at Chico. The grievant believed he should have been placed into a position in his demotion area under Title 206.

The grievant was placed into his 24th 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.

Sierra Division Grievance No. AUB-94-29

Facts of the Case

The grievant was hired by the Company on September 17, 1990 and at the time of displacement was a Utility Worker - Gas T&D. The grievant was displaced into a Utility Worker - Gas. The grievant believed he should have been placed into a Maintenance Assistant at Hinkley under Title 206.

The grievant was placed into his 18th 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.

Sierra Division Grievance No. AUB -94-30

Facts of the Case

The grievant was hired on July 23, 1979 and at the time of displacement was a Groundman. The grievant was displaced into a Meter Reader at Oroville. The grievant believed he should have been placed into a Utility Worker at Marysville under Title 206.

The grievant was placed into his 2nd option.

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-94-21

Facts of the Case

The grievant was hired on March 30, 1992 and at the time of displacement was a Utility Worker - Gas T&D. The grievant was displaced into a DC Utility Worker - Gas at Chico. The grievant believed he should have been placed into a Fieldman at Chico under Title 205. The Company did not fill Fieldman positions under Title 205, and the grievant had no right to that classification under Title 206. The parties have agreed in the past that Title 206 takes precedence over Title 205.

The grievant was placed into his 3rd 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. The grievant had no rights to the Fieldman classification. This case is closed without adjustment.

Oakland Division Grievance No. OAK-94-36

Facts of the Case

The first grievant was hired on September 12, 1983 and at the time of displacement was an Patrolman. The grievant was displaced into a DC Utility Worker - Gas at Chico. The grievant believed he should have been placed into any of the compressed 206.6 options.

The grievant was placed into his 5th option. The other options were compressed out or were assigned to more senior employees.

The second grievant was hired on May 9, 1994 and at the time of displacement was a Groundman. The grievant was displaced into a DC Utility Worker - Gas at Richmond. The grievant believed she should have been displaced into any of the compressed 206.6 options.

The grievant was placed into her 13th option. The other options were compressed out or were assigned to more senior employees, or were positions for which the grievant was not qualified.

Decision

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

San Luis Obispo Division Grievance No. SLO-94-5

Facts of the Case

The grievant was hired on August 24, 1981 and at the time of displacement was a T&D Driver. The grievant was laid off as a result of the Title 206 activity. The grievant believed he should have been placed into a Utility Worker at Diablo Canyon Power Plant under Section 206.6.

The grievant's option 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 Luis Obispo Division Grievance No. SLO-94-8

Facts of the Case

The grievant was hired on May 2, 1973 and at the time of displacement was an Inspector. The grievant was displaced into an Apprentice Lineman at King City.

The grievant believed he should have been placed into a Telecom Installer at San Luis Obispo under Title 206.

The grievant was placed into his 2nd 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.