

REVIEW COMMITTEE**PG and E**PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

**CASE CLOSED
LOGGED AND FILED****RECEIVED FEB 25 1988**
Review Committee Decision**IBEW**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

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Nuclear Plant Operations Grievance No. 22-111-85-14
Review Committee File No. 1640-86-11

Arbitration Case No. 151

Subject of the Grievance

This case concerns the bypass of the grievant, a Routine Plant Clerk at Diablo Canyon Power Plant, for a First Plant Clerk position.

Facts of the Case

Several years ago, Diablo Canyon Power Plant (DCPP) established a Word Processing Unit. Employees in this Unit work on four IBM Display Writer word processors. Since October 1982, there have been two shifts in this Unit. The day shift (Monday through Friday, 8:00 a.m. to 4:30 p.m.) has been staffed with one Senior Plant Clerk and three Routine Plant Clerks, while the second shift (Monday through Friday, 4:00 p.m. to 12:00 midnight) has been staffed with one First Plant Clerk and three Routine Plant Clerks.

On the second shift, the First Plant Clerk works in a lead capacity over the three Routine Plant Clerks by providing training, furnishing technical assistance, and setting work priorities. In addition, the First Plant Clerk operates one of the Unit's word processing machines. Between the second shift's establishment in 1982 and the grievant's bypass, five different employees have held the second shift First Plant Clerk position. Only two of the five employees were able to handle the work, and both had IBM Display Writer experience before joining the Unit. The other three had no prior IBM Display Writer experience and had work performance problems in the Unit.

Sometime in early 1985, the Unit's second shift First Plant Clerk position became vacant. During March 1985, plant management processed pre-bids to fill the vacancy. The plant's procedures for pre-bid processing called for asking all pre-bidders their interest in the vacant position before checking their qualifications. In accordance with those procedures, the grievant who was a First Plant Clerk pre-bidder was asked if she was interested in the Unit's vacancy. She indicated that she was not interested at that time.

In May 1985, the job in question was included in the post-bid bulletin. The grievant submitted a post-bid and was the senior bidder as a Priority C bidder. She interviewed for the position on June 7, 1985. During the interview, the grievant's previous pre-PG&E and PG&E work histories, related coursework at a local community college, and word processing experiences were reviewed. After reviewing grievant's qualifications, plant management bypassed her for the Unit's second shift First Plant Clerk position on the basis that she had only limited experience on the IBM Display Writer.

At the time of her bypass, the grievant had about four and a half years of Company service, all as a Routine Plant Clerk at DCP. The position the grievant sought was ultimately awarded to a Priority D bidder, who was a Routine Plant Clerk in the Word Processing Unit at that time. This employee was a Priority D bidder because she was not at the top pay rate in the next lower classification.

The negotiated Job Definition for a First Plant Clerk states:

An employee who, under general supervision, performs clerical work requiring a working knowledge of all procedures used in steam plant office work and the normal amount of judgement accompanying that knowledge. May also be required to maintain special and routine statistical records of operation and maintenance and to make computation for the preparation of reports. May be required to type accurately with reasonable speed.

Discussion

Initially, the parties agree that the duties which a First Plant Clerk at DCP's Word Processing Unit is required to perform do not specifically match the negotiated job description for that position. However, the Company opined that, absent a more appropriate classification, those required duties can properly be included in the description for the First Plant Clerk position. Company noted that the Union was aware or should have been aware of this when the Unit's second shift and its First Plant Clerk position were established in 1982.

Company further argued that, from an operational standpoint, the First Plant Clerk can serve in a lead capacity over the Routine Plant Clerks in the Unit only if he or she is qualified to operate the IBM Display Writers used in that Unit. Company stated that, as the grievant's relevant word processing experience was limited, she did not possess the necessary knowledge and skill to perform the duties of the Unit's First Plant Clerk position and that her bypass was, therefore, proper under Section 205.11.

Union countered that being fully qualified to operate an IBM Display Writer was not a requirement in the negotiated Job Definition for the First Plant Clerk position. Union also argued that it was improper for the Company to expect employees to be capable of performing a specific duty in that position when it has failed to provide training for employees in lower classifications in that position's line of progression. In the instant case, Union pointed out that the grievant had never been given the opportunity to operate an IBM Display Writer during her four and a half years of DCP employment.

Company responded that it is not required to provide all types of internal training which may be necessary to perform the duties of a particular job classification. In this case, although it typically takes twelve months for an operator to be fully trained on an IBM Display Writer, that training can be obtained outside PG&E. Also, Company noted that, in addition to the Routine Plant Clerks in the Unit who are getting on-the-job training on the IBM Display Writer, clerical employees at DCP's Training Department have access to a machine located at that office.

Decision

After an exhaustive review of the facts in this case, the Review Committee agrees that the bypass of the grievant was inappropriate in light of the negotiated job definition for a First Plant Clerk position in the Word Processing Unit.

The Review Committee further agrees that the Local Investigating Committee will develop proficiency standards and/or performance requirements which the grievant must meet twelve months after her placement in the Unit's First Plant Clerk position. If the grievant meets the prescribed standards and/or requirements at that time, she will remain in the First Plant Clerk position. If she does not, she will be displaced under the appropriate provisions of the Labor Agreement, and her access to the grievance-arbitration procedures will be limited to a factual determination on whether she met the prescribed standards and/or requirements. Nothing herein, however, shall be interpreted to prohibit the Company from taking any action against the grievant for failing to meet other job requirements during the twelve-month period or the grievant from challenging such action.

In addition, the Review Committee agrees that the grievant will be awarded back wages and benefits for the period between the bypass and her beginning date in the First Plant Clerk position, less any time when she was already upgraded.

Finally, the Review Committee agrees that the parties shall conduct ad hoc negotiations to review and discuss job classifications and definitions for all bargaining unit positions in the Word Processing Unit at DCP.

This case is closed on the basis of the above.

FOR COMPANY:

R. Maslowski
R. Morris
R.C. Taylor
D.J. Bergman

By _____

Date 2-25-88

FOR UNION:

D. Gurke
P. Nickeson
F. Pedersen
R.W. Stalcup

By _____

Date 2/25/88

