



REVIEW COMMITTEE

Labor Agreement Clarification
on Utilization of Relief Shift
Employees
Titles 202, 205, 208

MAR - 8 1989

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

**CASE CLOSED
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

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Steam Generation Grievance No. 24-312-87-37
P-RC 1261

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

MARK RICHARDS, Company Member
Steam Generation
Local Investigating Committee

SALIM A. TAMIMI, Union Member
Steam Generation
Local Investigating Committee

Subject of the Grievance

This case concerns the appropriate filling of a vacant shift.

Facts of the Case

A Relief Senior Power Plant Operator had been scheduled to replace a Senior Power Plant Operator who was given a day in lieu off. The Relief SPPO called in sick. In addition, Power Plant Operator Tucker called in sick. In accordance with Section C(3)(c)(1) of the Relief Agreement, Company attempted to fill the vacant SPPO watch by calling SPPO Auradou who was on his day off. He was unavailable. Company then called PPO Meyers who was on his day off. Meyers filled Tucker's watch. Next, PPO Harman was upgraded to SPPO in accordance with Section C(3)(b) of the Relief Agreement. To replace Harman, PPO Basham was called in while on a non-workday. There was a qualified Assistant Power Plant Operator, Turney, who was on the watch and could have been upgraded to PPO.

Discussion

The Union argued that the Relief Agreement calls for filling vacant shifts in sequential order. Therefore, once Company has proceeded beyond Section C(3)(b), (upgrading on the watch when a Relief is not available), and is utilizing Section C(3)(c), Company can not return to Section C(3)(b). In this case, then, once Company attempted to call SPPO Auradou, Union believes it was committed to calling other SPPOs on their days off and one of those SPPOs was aggrieved by Company's upgrade of PPO Harman.

Company found no such preclusion from returning to Section C(3)(b) in the Relief Agreement and upgrading PPO Harman. Company did acknowledge that calling in PPO Basham to replace PPO Harman was inappropriate since Section C(3)(b) provides that "an upgraded employee may only be relieved by upgrading of a qualified employee within the watch."

Decision

The upgrading of PPO Harman after the attempt to call SPPO Auradou was not a violation of the Agreement. However, the calling of PPO Basham to replace Harman was a violation and APPO Turney is entitled to the upgrade to Power Plant Operator for the shift in question.

On the basis of the above, this case is considered to be closed and such closure should be noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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