

205.3(a)(b) -

Empl in same or higher
classif not entitled to
consideration for temp
upgrade if coming from
outside
HQ.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
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DEC 1 1 1992

**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
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED DEC 1 1 1992

Russian River Division Grievance No. RUS-91-34
P-RC 1590

JUDY McMORROW, Company Member
Russian River Division
Local Investigating Committee

LARRY PIERCE, Union Member
Russian River Division
Local Investigating Committee

Subject of the Grievance:

This case questions whether the Company is obligated to offer temporary assignments to bidders from other headquarters within the bidding unit who reside within a commutable distance (30 miles/45 minutes) and who are in the same or higher classification.

Facts of the Case:

The Foreman's Clerk in the Petaluma headquarters took scheduled vacation from November 18, 1991 through December 31, 1991. The Company was unable to fill behind the Foreman's Clerk with another employee from the Petaluma headquarters under the provisions of Subsection 205.3(a).

The Company then tried to fill the position following the procedures outlined in Subsection 205.3(b). After determining that there was no next lower classification in the headquarters, the Company reviewed the list of bidders. The first two qualified bidders were the Foreman's Clerks in the Napa and Geyserville headquarters, both of whom resided within a commutable distance from Petaluma. The Company did not offer the temporary assignment to the Geyserville or Napa Foreman's Clerks due to a long standing past practice of offering temporary assignments to employees in other headquarters only if the employee is in a lower paid classification.

Discussion:

The requirement to consider employees in other headquarters for temporary assignments was added to the Physical Agreement on January 1, 1988.

Union opined that the language in Subsection 205.3(b) clearly states that temporary assignments should be offered to the Senior bidder in the bidding unit who resides within a commutable distance. There is no reference to whether this subsection is restricted to employees in the next lower, the same, or higher classifications. Accordingly, the Company should have offered the assignment to the Foreman's Clerk in Napa.

Company stated that the practice since 1988 has been to offer temporary assignments to employees in other headquarters only if the assignment is an upgrade opportunity for the employee. Company contends that it causes a considerable operating hardship to temporarily transfer employees, thereby creating additional temporary vacancies. Company has agreed to do so when the temporary assignment results in an upgrade opportunity and provides an employee the training and background to fill a position on a regular basis if it becomes vacant.

The Pre-Review Committee reviewed Review Committee Decision No. 92 to determine the parties' historical intent in filling temporary vacancies. RC 92 states:

"When Section 205.3 was negotiated its purpose was to provide for the upgrading (emphasis added) into temporary jobs vacancies the employees who would most likely be awarded such jobs should regular vacancies occur. This gives employees in the classification next lower in the normal line of progression to those in which temporary vacancies occur the opportunity to gain experience in the duties of the higher rated job ... consider(ing) the foregoing as the intent of Section 205.3."

The Committee also reviewed Review Committee Decision No. 1005, a 1974 decision, which specifies that "temporary upgrades (emphasis added) for more than one basic workweek shall be offered to the senior qualified prebidder within a district provided that such person resides within a commutable distance ... (not more than 45 minutes or 30 miles from his residence)." Although this case was a clerical agreement interpretation, the Company and Union signed Labor Agreement Interpretation 88-101 confirming that the parties intended RC 1005 apply to Section 205.3 of the Physical Agreement also.

Finally, the Committee reviewed Letter Agreement R2-89-81 which provides further clarification on this issue and specifies "for upgrades (emphasis added) of more than one basic workweek, if the vacancy cannot be filled as outlined in Subsection 205.3(a) ... and in the absence of a next lower classification existing in the department and headquarters, the provisions of Subsection 205.3(b) will be invoked.

Decision:

Based on a review of these decisions and letter agreements, the Pre-Review Committee is of the opinion that the authors of these clarifications intended that if a temporary position can be filled under Subsection 205.3(a) (within the headquarters), the sequence of consideration shall include all bidders within the headquarters, including those in the same or higher classification. Consistent with Review Committee Decisions 909 and 934, supervisors have discretion to determine if it is practicable to release an employee in the same or higher classification for a temporary assignment. Assignments of one week or more are generally considered practicable. These decisions also specify that employees in higher paid classifications are limited to the maximum wage rate of the temporary position.

If the position cannot be filled within the same headquarters, the application of Subsection 205.3(b) will be limited to employees in lower paid classifications.

This case is closed based on the foregoing and such closure should be so noted by the Local Investigating Committee.



David J. Bergman, Chairman
Review Committee



Roger W. Stalcup, Secretary
Review Committee

Date 12-3-92

Date 12/3/92

SARayburn(223-1123): nj