



# REVIEW COMMITTEE



**IBEW**

PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, ROOM 1508  
MAIL CODE P15B  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-8510

OCT - 7 1994

**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  
(510) 933-6060  
R.W. STALCUP, SECRETARY

**RECEIVED OCT - 6 1994**

RICK R. DOERING, CHAIRMAN

**Diablo Canyon Power Plant Grievance No. 22NPG-521-92-032  
P-RC 1735**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Cher Anthony, Company Member  
Diablo Canyon Power Plant  
Local Investigating Committee**

**Mike Haentjens, Union Member  
Diablo Canyon Power Plant  
Local Investigating Committee**

**Subject of the Grievance:**

This case questions whether the Company violated the provisions of Section 202.17 of the Physical Agreement by not allowing Control Technicians and Instrument Repairmen to rotate back to the day shift after they were temporarily assigned to the second shift for four weeks.

**Facts of the Case:**

Diablo Canyon Power Plant began a refueling outage on September 14, 1992. All of the Traveling Control Technicians and Instrument Repairmen were assigned to the second shift. The only employees assigned to the day shift were Apprentices, Shift Control Technicians, and temporary outage workers.

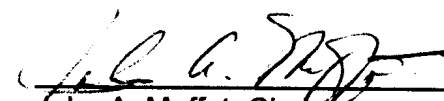
**Discussion:**


Union opined that Section 202.17 requires that the Company rotate employees temporarily assigned to the second shift back to the day shift after four weeks.

Company noted that in accordance with Subsection 202.17(b), if a situation extends beyond four workweeks, "Company and Union may (emphasis added) agree to rotate the assignment of employees." The Company determined that it needed the Control Technicians and Instrument Repairmen on the second shift and could not effect a rotation since temporary outage workers did not have sufficient skills to be on the second shift and the Agreement precludes the assignment of shift employees to the second shift.

Decision:

The Pre-Review Committee determined that there was no violation of the agreement. This case is closed on the basis of the above and should be so noted by the Local Investigating Committee.

  
\_\_\_\_\_  
John A. Moffat, Chairman  
Review Committee

  
\_\_\_\_\_  
Roger W. Stalcup, Secretary  
Review Committee

SARayburn(583-4281):mh

10/6/94  
Date

10/6/94  
Date