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## FOR INTRA-COMPANY USES

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DIVISION OR DEPARTMENT

INDUSTRIAL RELATIONS

FILE No.

RE LETTER OF

SUBJECT

Review Committee File No. 1171

San Francisco Division Grievance No. D.Gr/C 2-72-7

Part-Time Operation of a Materials Facility at

Hunters Point Power Plant

0K28.73

MR. K. H. WHALEN, Chairman San Francisco Division Joint Grievance Committee

The Review Committee has discussed the above subject grievance and is returning it to the Division for further discussion and settlement in accordance with the following:

In reviewing the facts of the case, several assumptions can be made and if they are correct, a settlement is possible. It appears that the grievant was displaced from Hunters Point Power Plant to Potrero in accordance with Title 206 of the Physical Agreement. Therefore, if the Hunters Point Materials Facility is reopened by Management, the grievant would have accelerated bidding rights back to his former headquarters.

Turning to the issue at hand, the grievant was apparently sent back to Hunters Point from Potrero to handle the Materials Facility work on an as-needed basis. If he is allowed to travel on Company time and is furnished transportation to and from his regular headquarters and Hunters Point, then there is no violation of the Agreement. The assumptions that can be drawn are that the grievant was displaced under the provisions of Title 206 and still retains certain accelerated bidding rights. If the grievant was sent from his regular headquarters to his old headquarters during working hours and provided with transportation, the assignment was proper.

If these assumptions are correct, the Review Committee is of the opinion that contractual violations did not exist, and the grievance is denied. The case should then be closed and so noted in the minutes of your next Joint Grievance Committee meeting.

> V. BROWN, Chairman Review Committee

DJBergman:rto

cc: JHBlack

**HJStefanetti** 

IWBonbright

JKinder

JAFairchild

LNFoss, IBEW