

612.5 -Replacing absent
Roving Operator with
Relief Operator.



REVIEW COMMITTEE



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

AUG 22 1991

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

**CASE CLOSED
LOGGED AND FILED**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED AUG 14 1991

REVIEW COMMITTEE DECISION

De Sabla Division Grievance No. 23-23-88-000-16
Review Committee File No. 1709-90-14

Subject of the Grievance:

This case concerns the use of a Relief Operator from Rock Creek Powerhouse, to fill the shift of an absent Roving Operator at Camp One.

Facts of the Case:

On Saturday and Sunday, July 23 and 24, 1988, a Roving Operator vacancy occurred at Camp 1 due to the temporary upgrade of the regularly scheduled Rover to Powerhouse Foreman. There were two Roving Operators on days-off (one may have been on vacation). The Company did not offer the assignment on overtime to either of the Rovers, but instead utilized a Relief Operator from Rock Creek on straight time who was working a 10 and 4 schedule.

Discussion:

Company cited the job description of a Relief Operator which states in part:

"A Relief Operator is a journeyman System Operator whose primary duties at one or more attended operating locations are to stand shifts as assigned, relieve the Operators, and perform the duties of a Roving/Utility Operator,..." (emphasis added).

Further Company indicated that using Relief Operators to fill in for absent Rovers, both at the Relief's regular headquarters as well as at other headquarters when the Relief was an extra hand on watch, was a common long-standing practice. At the request of the Review Committee, Company surveyed most of the headquarters in the system where Roving Operators are utilized in an effort to document its claim of a long-standing practice. After reviewing the data, Union opined that Company was unable to show a past practice that pre-dated the grievance in this case. Company opined, however, that the data was inconclusive and would need to be developed further if this issue is pursued further in the grievance procedure at a later date.

Company noted that its claim of a practice of utilizing a Relief Operator to perform work that would otherwise have been assigned to an absent Rover is limited to situations where the Relief Operator is already working at the straight rate of pay. Company agreed that if there were an overtime call-out, Rovers take precedent. Company pointed out that this is consistent with what occurred on July 24, 1988. Following the conclusion of the Relief Operator's regular 7 a.m. - 3 p.m. schedule, an EOT situation arose and the overtime was first offered to the two Rovers on their days off. They were unavailable so a Relief worked.

Union did not argue that a Relief Operator could not or should not perform the duties of a Roving Operator, recognizing that the established job definition requires the Relief to perform such duties. However, Union cited the Labor Agreement Clarification Titles 202, 205 and 208 Utilization of Relief Shift Employees which states in part:

"Relief shift classifications have been established to cover the 21st watches and to provide relief for shift employees, who are absent without the use of dual classifications and to minimize both the number of temporary upgrades in Operating Lines of Progression and the number of schedule transfers required by shift employees..." (emphasis added).

The Union noted that Roving Operators are day employees, not shift employees, therefore, opined that it is inappropriate for a Relief Operator to relieve a Roving Operator.

The parties had numerous lengthy discussions at each step of the grievance procedure. General agreement was reached on the following:

Where Roving Operators and Relief Operators are assigned to the same headquarters, and approximately the same scheduled work hours on a work day, and Company assigns an "available" Relief Operator to perform the duties that would otherwise have been assigned to an absent Rover, the Union's argument of a contractual violation is less compelling (such as, but not limited to, schedules where Rovers' hours are 7 a.m. - 3:30 p.m. and the Reliefs' are 7:00 a.m. - 3:00 p.m.);

Assigning a Rover from one headquarters to a Rover shift at another headquarters during straight time is not a violation;

If no Rover assigned to the headquarters is available for overtime, and no other employee at the headquarters who is entitled to upgrade accepts, Company may use a relief from another headquarters on straight time;

Reliefs can perform additional Rover duties in their own or other headquarters (for additional work load as opposed to replacing an absent Rover).

Decision:

The Review Committee was informed that the Company is no longer providing cross training in Camp 1 Rover duties to Rock Creek Relief Operators. As a result, Company no longer plans to use Rock Creek Reliefs to perform Camp 1 Rover duties unless there are no available Camp 1 Rovers either on or off duty or other employees available to temporarily upgrade.

Based on the change in Company's operating procedure, the parties agree to pay the grievant 8 hours at the 1 1/2 rate and to close this case without prejudice to the position of the parties on the assignment of a Relief Operator filling the shift of an absent Rover at a different headquarters.

FOR COMPANY:

William J. Eddy
Ronald A. Morris
James K. Randolph
David J. Bergman

By 

Date 8-6-91

FOR UNION:

Patrick S. Nickeson
Fred H. Pedersen
Arlis L. Watson
Roger W. Stalcup

By 

Date 7/25/91