



REVIEW COMMITTEE

202.17 shift change:
Co assigned Shift Control
Tech to 202.17 sched. PRC
agrees 202.17 sched can't
be assigned
to shift
empl.

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

JUL 21 1992

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

**CASE CLOSED
LOGGED AND FILED**

RECEIVED JUL 17 1992

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE DECISION

Diablo Canyon Power Plant Grievance No. 22NPG-376-90-20
Review Committee File No. 1733-92-4

Subject of the Grievance:

This case questions the applicability of Section 202.17 of the Physical Agreement for temporary changes in work hours of Shift Control Technicians at Diablo Canyon Power Plant.

Facts of the Case:

Diablo Canyon Power Plant employed 32 Shift Control Technicians in March 1990. Eighteen of the Shift Control Technicians were regularly assigned one of three eight hour shifts each day (six per shift). The remaining 14 Shift Control Technicians were regularly assigned to work days when not assigned to a shift.

On March 14, 1990 the plant began a scheduled maintenance outage. Shift Control Technicians were placed on three overlapping ten-hour shift schedules. On April 3, 1990 the plant switched the shift Control Technicians' schedules from ten-hour schedules to two twelve-hour shift schedules for the remainder of the outage. In both cases, the plant utilized the provisions of Section 202.17 for the change in hours.

The Company utilized Section 202.17 based on a DCPG grievance settlement at the Fact Finding step of the grievance procedure which inferred that Section 202.17 was applicable to Shift Control Technicians, although the grievance issue dealt with another classification and contract section.

Based on the Fact Finding settlement, the plant utilized Section 202.17 when temporarily changing the work hours of Shift Control Technicians during seven outages that occurred since the Fact Finding decision through the 1990 outage in question.

Discussion:

Generally, a temporary change in work hours requires the Company to pay overtime compensation for all work outside regular work hours. Section 202.17 limits the overtime compensation to the first four days, however the section is not applicable to Shift Control Technicians or any shift employee.

Decision:

The Review Committee agreed that Subsection 202.17(d) clearly states that the provisions of Section 202.17 are only applicable to day employees.

The Review Committee agreed to close this grievance without adjustment based solely on the fact that a non-precedent setting Fact Finding settlement previously indicated that utilization of Shift Control Technicians in a 202.17 schedule was contractually permissible.

The fact that the Fact Finding settlement was inconsistent with the provisions of the Agreement was not brought to Company's attention in the grievance at issue until the shift schedule was completed. The parties agree in this case to settle this grievance without the usual liability for this reason. However, the Review Committee also notes that the provisions of the Agreement cannot be amended by way of grievance settlements.

As to the case at hand, the Review Committee agrees that Section 202.17 is not applicable for temporary changes of shift employees' hours and that shift employees will not be assigned to 202.17 schedules in the future.

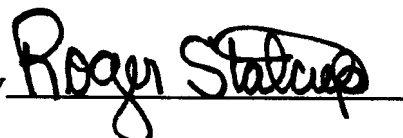
FOR COMPANY:

William J. Eddy
Ken Nata
Lawrence F. Womack
David J. Bergman

FOR UNION:

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

By 

By 

Date 7-15-92

Date 6/19/92