

POWER GENERATION
STEAM GENERATION DEPARTMENT
PITTSBURG POWER PLANT
GRIEVANCE NUMBER PPP-91-1
AMENDMENT TO JOINT STATEMENT OF FACTS
AND STATEMENT OF SETTLEMENT

Subject of the Grievance:

This grievance concerns the Union's contention that the removal of Richard Linton from his Relief Auxiliary Operator classification at Pittsburg Power Plant is in violation of the "Utilization of Relief Shift Employee" clarification.

Statement of Facts (Continued):

On May 15, 1992, the Local Investigating Committee, comprised of Joe Valentino, IBEW Business Representative; Tommy Warren, IBEW Shop Steward; Chris Wiley, Operating Specialist; and, David Sargent, Supervisor of Human Resources, re-convened to review the decision rendered in P-RC 1546, originally Grievance No. PPP-91-1, and to determine an appropriate settlement for this case.

Tommy Warren, Shop Steward, testified that several weeks prior to the LIC re-convening, the Grievant had approached him with regard to the settlement of this grievance. Warren stated that the Grievant asked him to tender an offer to the Company that included payment of shift premium for the entire period he had been removed from the relief classification and payment of 25% of the average overtime worked by Auxiliary Operators at Pittsburg Power Plant during the same period. Warren stated that he called Joe Valentino, IBEW Business Representative, to discuss the Grievant's settlement offer. After receiving Valentino's permission to make the settlement offer, Warren contacted Chris Wiley, Operating Specialist, and explained the Grievant's demands. Wiley discussed the offer with Sargent, who agreed to the settlement offer. Wiley then notified Warren that the Grievant's offer was accepted and Warren advised Grievant of same.

During their final discussion, the Grievant told Warren that he now wanted to receive shift premium as earlier discussed and 50% of the average overtime worked by Auxiliary Operators at Pittsburg Power Plant during the time he was removed from the relief classification. Warren notified Wiley of the Grievant's new demand. Wiley contacted Sargent who said the settlement issue would now need to be discussed at a formal LIC proceeding.

Statement of Settlement:

After thoroughly reviewing the facts of this case, the LIC agreed to the following equity settlement:

- o In accordance with P-RC 1546, the LIC agreed to return the Grievant to his relief classification on or about May 18, 1992.
- o The LIC discussed monetary loss suffered by the Grievant during the period he had not worked as a Relief Auxiliary Operator. The LIC agreed that since the relief position originally held by the Grievant had been re-classified to a Senior Relief Operator position, determining the exact number of overtime opportunities missed by the Grievant would be impossible. The LIC further agreed that this rationale was at the center of their collective agreement to the Grievant's first offer, which all considered to be a reasonable equity settlement for this case.
- o The LIC turned to Title 102.4 of the Collective Bargaining Agreement and to Arbitration Case No. 153 for further guidance in resolving this issue. The LIC agreed that the language of Title 102.4 is clear and unambiguous in determining that "resolution of a timely filed grievance at any of the steps provided herein shall be final and binding on the Company, Union and grievant." Arbitration Decision No. 153 further defines the terms of Title 102.4 by determining that an oral settlement agreement between the Company and Union is final and binding. In simple terms, Arbitration Decision No. 153 determined that "a deal is a deal."
- o After reviewing the above materials, the LIC members agreed that the Grievant's original settlement offer was accepted by the proper Company and Union representatives and constitutes a final and binding settlement in this case. Therefore, the Grievant shall be paid relief premium for the period he was removed from the relief classification and 25 percent of the average overtime worked by Auxiliary Operators at Pittsburg Power Plant during the same period (determined to be approximately 85 hours).

o Finally, the LIC determined that the Grievant's absence from the active workforce due to an industrial injury workforce provided additional support for applying an equity settlement solution to the overtime loss question.

Based upon the above, this case is settled and closed.


SIGNATURES:

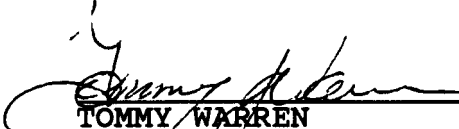
For Company:

 6/9/92
CHRIS WILEY Date
Operating Specialist

For Union:


 6-11-92
JOE VALENTINO Date
Union Business Rep.

 6/5/92
DAVID SARGENT Date
Supervisor, Human Resources

 6/10/92
TOMMY WARREN Date
Shop Steward



REVIEW COMMITTEE

Relief Agreement -
206.15 -
Rel A0 displaced because Co
wanted to reclassify his
position to Rel Sr CO - an
inappr action per intent of
IBEW /Rel Agrm 

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

APR - 3 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
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED APR - 1 1992

Pittsburg Power Plant Grievance No. PPP-91-1
P-RC 1546

March 31, 1992

DAVE SARGENT, Company Member
Pittsburg Power Plant
Local Investigating Committee

JOE VALENTINO, Union Member
Pittsburg Power Plant
Local Investigating Committee

Subject of the Grievance:

This case concerns the removal of a Relief Auxiliary Operator from his relief classification.

Facts of the Case:

The grievant was displaced from his Relief Auxiliary Operator position at Pittsburg Power Plant and provided an option for placement as an Auxiliary Operator at the same headquarters under the provisions of Title 206.

Local supervision noted that there was an increased need for relief operators in the Senior Control Operator classification due to additional journeyman training, rotational assignments of non-relief operators, and an increase in time off requests.

It was the intent of supervisors to displace relief operators below Relief Senior Control Operator at six month intervals and establish additional Relief Senior Control Operators to increase flexibility in filling in behind unavailable operators.

March 31, 1992

Discussion:

The Committee reviewed two previous fact finding decisions on this subject. The Company noted that Section 206.15 allows for the displacement of employees for "any reason other than for lack of work".

The Union opined that the intent of the parties in negotiating the Relief Agreement was to have multiple levels of relief classifications to relieve absent employees within each classification. The Union also noted that when current Relief Senior Control Operators bid to their positions, it was with the understanding that they would be relieving absent Senior Control Operators and not all operating classifications. The Union believes that the Company's plan would create significant morale problems among current Relief Senior Control Operators.

Decision:

The Committee determined that in this particular case, the displacement of the grievant from his Relief Auxiliary Operator position was inappropriate. The grievant shall be returned to his Relief Auxiliary Operator position retroactive to the date of displacement. The Committee did not reach agreement on the appropriateness of reclassifying vacant relief operator positions to Relief Senior Control Operator.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

SARayburn(223-1123):nj