

106.12 -No obligation to offer
208.1 optimal OT prior to
88-104 hiring pursuant to
Section 106.12.



REVIEW COMMITTEE

IBEW



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

NOV - 4 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
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R.W. STALCUP, SECRETARY

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D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Diablo Canyon Power Plant Grievance No. 22NPG-459-91-51
P-RC 1621**

**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 grievance concerns whether the Company is obligated to offer optimal overtime to a work group prior to hiring a temporary additional employee.

Facts of the Case:

The grievant was hired under the provisions of Letter Agreement R3-91-20 as a temporary additional Utility Plant Clerk in July 1991 during the 2R4 outage at Diablo Canyon Power Plant. Letter Agreement R3-91-20 allows the Company to hire temporary employees to supplement the workforce during maintenance and refueling outages at Diablo Canyon without regard to Section 106.12 of the Physical Agreement. Employees hired under the provisions of the letter agreement are limited to performing outage work.

The grievant was assigned to file drawing transmittals dating back to March 1991, approximately 3-4 months before the outage. At the time the employee was hired there was a temporary restriction on working overtime in the department.

Discussion:

The Union argued that the employee was assigned duties unrelated to the outage and therefore should have been hired under the provisions of Section 106.12. The Union opined that Section 106.12 requires that the Company offer optimal overtime to the current workforce before hiring a temporary additional employee. The following language was cited to support the Union's position:

Paragraph 2(a) of Letter Agreement 88-104 states:

"Company shall only contract after all efforts are made to use qualified Company resources, including optimal use of voluntary overtime..."

Subsection 106.12(c) states:

"The utilization of any temporary additional employee shall be considered as contracting out of work for the purposes of Letter Agreement 88-104, but such employees will not be considered as working in the affected department for the purposes of Letter Agreement 88-104."


Company argued that the intent of the language in Subsection 106.12(c) was not to require optimal overtime prior to hiring a Section 106.12 temporary additional employee, but to require a department to be at or above its 88-104 floor number prior to hiring a Section 106.12 temporary additional employee.

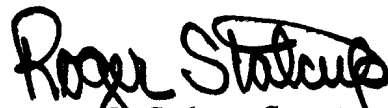
Decision:

The Company and Union Chief Negotiators confirmed that during 1990 General Negotiations they had agreed that the intent of Subsection 106.12(c) was to require the Company to be at or above the floor number prior to hiring a 106.12 temporary additional employee. The parties specifically discussed whether optimal overtime had to be offered before hiring a 106.12 temporary additional employee and agreed at the time that this was not a requirement.

In the case at point, the Pre-Review Committee agrees that the employee hired during the 2R4 outage should have been hired under the provisions of Section 106.12 instead of Letter Agreement R3-91-20. The Company was not obligated to offer optimal overtime to the work group before hiring the employee.

This case is closed on the basis of the foregoing and such closure should be so noted by the Local Investigating Committee.


David J. Bergman, Chairman
Review Committee


Roger W. Stalcup, Secretary
Review Committee

Date 10-10-92

Date 10/9/92