

205.3 -No obligation to fill beginning level temp. vacancy using transfer list.



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
201 MISSION STREET, ROOM 1508  
MAIL CODE P15B  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-8510

JAN 14 1994  
**CASE CLOSED  
LOGGED AND FILED**  
RECEIVED JAN 13 1994

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

RICK R. DOERING, CHAIRMAN

DBU Grievance No. DBU-92-13  
P-RC 1701

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

PEGGY WALSH, Company Member  
Building and Land Services  
Local Investigating Committee

LULA WASHINGTON, Union Member  
Building and Land Services  
Local Investigating Committee

### Subject of the Grievance:

Company filled behind a Building Mechanic who was on a leave of absence by downgrading the position to Utility Worker and filling it with a temporary employee instead of offering the position to the senior employee on the transfer list.

### Facts of the Case:

The General Office Building and Land Services Department had a temporary vacancy in October 1992 caused by a Building Mechanic going on a leave of absence. The department elected to downgrade the position to Utility Worker and fill it with a temporary employee who had been relieving behind another absent employee for just under six months.

The temporary employee attained regular status during this relief assignment and was displaced when the Building Mechanic returned from his leave of absence.

### Discussion:

The Union concedes that the Company can elect to fill behind the absent Building Mechanic by downgrading the position to Utility Helper, but argues that the Company must offer the temporary vacancy to employees on the transfer list that are in the headquarters.

The Union notes that the language in Section 205.3 of the Physical Agreement differs from language in Section 18.3 of the Clerical Agreement. Specifically, Section 18.3 states "In making temporary assignments to fill job vacancies, *other than vacancies in beginner's classifications*, Company shall first consider regular full-time employees in the headquarters in which the job vacancy exists in order of their preferential consideration under Section 18.8." Section 205.3 includes similar language, however does not include "*other than vacancies in beginner's classifications*". The Union argues that since the physical agreement does not include this exception, it was the intent of the parties to offer temporary entry level physical vacancies to employees on the transfer list.

The Union also cites P-RC Decision 1590 which states "...if a temporary position can be filled under Subsection 205.3(a) (within the headquarters), the sequence of consideration shall include all bidders within the headquarters, including those in the same or higher classification."

The Company opined that the intent and long standing practice is that Section 205.3 applies to filling temporary, above entry level vacancies. Company noted that Review Committee Decision 92 clearly states the parties' intent when this language was negotiated was to limit it to above entry level positions, as noted below:

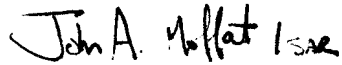
"When Section 205.3 was negotiated its purpose was to provide for the upgrading (emphasis added) into temporary job vacancies the employees who would most likely be awarded such jobs should regular vacancies occur. This gives employees in the classification next lower in normal line of progression to those in which temporary vacancies occur the opportunity to gain experience in the duties of the higher rated job...Consider(ing) the foregoing as the intent of Section 205.3."

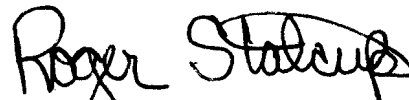
The Company notes that P-RC Decision 1590 discussed the filling of above entry level temporary positions and is therefore not applicable to this case.

Decision:

After reviewing the contract language and the above referenced cases, the Pre-Review Committee is of the opinion that the parties' intent is to consider bidders for above-entry level temporary vacancies, but that there is no contractual obligation to offer temporary entry level vacancies to employees on the transfer list.

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

  
John A. Moffat, Chairman  
Review Committee

  
Roger W. Stalcup, Secretary  
Review Committee

Date 1/13/94

Date 1/13/94

SARayburn(583-4281):