



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
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INTERNATIONAL BROTHERHOOD OF  
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CLAIRE IANDOLI, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

### **Pre-Review Committee Number 23265 Electric – Humboldt Bay Generating Station – Humboldt**

Dylan Gottfried  
Company Member  
Local Investigating Committee

Mark McCrea  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the Company not allowing an Advanced Power Plant Technician (APPT) to move from his assigned night shift to a vacant day shift. The Company filled the vacant day shift with an external new hire.

#### Facts of the Case

The grievant has 5 years of service and is headquartered at the Humboldt Bay Generating Station. The grievant is assigned to the night shift. Sometime in June or July 2015, a day shift position became available. The grievant requested to be placed in the vacant shift, however the Company filled the shift with an external hire.

Power Plant Technicians (PPT) cannot bid to the various PPT positions or shifts within their facility. Changing assigned shifts requires management's approval. Additionally, under Exhibit XVIII of the Physical Bargaining Agreement, employees cannot bid to PPT positions at other generating stations, but must submit written requests for transfers, and management retains the right to accept or deny the request. Additionally, under Exhibit XVIII, the Company retains the right to fill such vacancies through new hire.

#### Discussion

The Union argued the Company had a past practice of offering vacant positions internally before filling the position from outside the facility. The Union is aware of at least one occasion in 2013 when transferring an employee from one shift to another occurred prior to filling a position externally. The Union further argued that vacant shifts have been offered internally on a temporary basis as well. Furthermore, the Company should have offered the day shift schedule to the grievant to improve morale.

The Company argued that Exhibit XVIII is silent on *intra*-plant transfers. There is no contractual obligation to offer vacant shifts internally prior to filling the vacancy from outside the facility. Absent any negotiated process to fill internal shifts within the generating stations, the Company maintains authority to determine how each shift will be filled under Section 7.1 of the Physical Agreement.

Decision

The Committee agreed, absent any specific negotiated language as to how vacant shifts will be filled at the generating stations, there is no violation. However, in order to recognize employees and increase morale, the Union strongly urges the Company to consider internal transfers of incumbent employees at the facility for vacant shifts prior to filling the positions with external hires. This case is closed without adjustment.

Claire Ier      3.23.16  
Claire Iandoli, Chairperson      Date  
Review Committee

Kit Stice      3/23/16  
Kit Stice, Secretary      Date  
Review Committee