

REVIEW COMMITTEE

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IBEW

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**CASE CLOSED
LOGGED AND FILED**

JAN 24 1985

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED JAN 24 1985

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

North Bay Division Grievance No. 4-996-83-11
Review Committee File No. 1598-84-33

Subject of the Grievance

This case concerns a Company policy at the Geysers Power Plant which precludes operating personnel from reading non-Company related materials while on their shift.

Facts of the Case

The Supervisor of Operations told the Local Investigating Committee that, during January 1983, he instructed his operating Foremen to tell Operators that they would not be allowed to read personal material during their lunch breaks as this was considered to be Company time. Operators at the Geysers Power Plant are scheduled to work straight eight-hour shifts, and do not have designated meal periods, and they remain on watch during their entire shift. The Supervisor of Operations also stated that he did recall writing a memo but was unable to find the memo for the Local Investigating Committee. He went on to state that he did not prepare a specific statement for all operating Foremen to read in front of the Operators.

Two Operators who were interviewed by the Local Investigating Committee, however, stated that the plant operating Foreman read a statement prepared by the Supervisor of Operations advising them that Operators would not be allowed to read outside reading material during their lunch break. One employee stated that she had been handed a memo of approximately four pages and was allowed to read it.

At the conclusion of its investigation, however, the Local Investigating Committee was unable to obtain a copy of any written document on the subject.

Discussion

The Union argued that North Bay Division Grievance No. 4-543-78-106, settled in December 1978, already addressed the issue in this case. The resolution of the earlier grievance was:

"Employee personal reading material is not to be read during work hours. It is understood, however, that employees are at liberty to read material of their choice during their lunch period."

The Company stated that, while the above is not specifically limited in its application, the grievance was filed on behalf of the maintenance

employees only; and therefore, the resolution applied to the maintenance employees only. It was never intended to be extended to the Operators. The Company pointed to a letter agreement executed in 1975 which established eight-hour shifts for Geysers maintenance employees with a cover letter provision that the lunch period would start at noon as it had in the past. The Company stated that this provision formed the basis for the settlement in North Bay Division Grievance No. 4-543-78-106 because the work of the maintenance employees stopped for the lunch break and because they had a designated time for lunch.

Operators on the other hand do not have a specified meal period which would make monitoring and enforcement of such a policy very difficult. Further, the prohibition of Operators from reading other than work-related material was not new, in fact, had been in effect for approximately 30 years and is the policy in the other power plants throughout the system.

The Union recently conducted a survey of the Operators at the Geysers. The first question on the survey form asked if prior to January 1983 Operators were aware of a policy precluding the reading of other than Company-related material while on shift. While the response was not overwhelming of those who did respond, 100 percent stated that they were aware of the policy prior to January 1983. Based on this response, the Union agrees that the January 1983 announcements were a reiteration of rules and not a change in practice.

Decision

The Review Committee agrees that there is no contractual violation and that this case is closed without adjustment.

FOR COMPANY:
M. E. Bennett
F. C. Buchholz
R. C. Taylor
D. J. Bergman

FOR UNION:
P. Nickeson
F. Pedersen
A. Watson
R. W. Stalcup

By 

Date 1-24-85

By 

Date 1/24/85