

REVIEW COMMITTEE DECISION

Review Committee Files Nos. 869, 962, 986, 1016, 1025, and 1086, San Francisco Division Grievances Nos. D.Gr/C 2-68-6, D.Gr/C 2-69-15, D.Gr/C 2-69-16,
D.Gr/C 2-70-1, D.Gr/C 2-70-2, D.Gr/C 2-70-3, D.Gr/C 2-70-10, and D.Gr/C 2-71-11; East Bay Division Grievance No. D.Gr/C 1-70-5

Statement of the Cases

The grievances all concern work schedule changes of Auxiliary Operators assigned to various power generating plants. In five of the cases the grievants were transferred to fill shift vacancies created by the promotion or termination of shift employees to "balance" the shift. In the sixth case the grievant was transferred to a non-rotating shift ostensibly for training although the facts evidence that he was assigned a considerable amount of relief work during the assignment.

The grievants question the propriety of the changes and seek over-time pay for the time worked outside of their former work schedules.

Discussion

Each of the grievances concerns the provisions of Titles 202 and 208 of the Physical Agreement, the 1965 clarifications of these titles, and the results of the 1966 negotiations as they pertain to schedule changes for shift employees. In the broad sense, these later changes and the clarification set up some stringent restrictions to transfers between shifts. The general context of these agreements was to set up annual shift schedule assignments. This decision will not depart from that basic theme.

On the other hand, the Review Committee is aware of the changes brought about by the amalgamation of several classifications into the single Auxiliary Operator classification and the resultant problem of manning the shifts with adequately trained personnel. The problem here is the need to assign operators with varying skill levels that will insure adequate manning of the shift without the capability to balance a shift, the mere filling of vacancy could cause an imbalance of requisite work skills on a given watch schedule. Thus, even though departures from the annual watch assignments are restricted by the clarification, we cannot read the clarification, the Labor Agreement, or the amendments to prohibit transfers between schedules to serve this purpose, i.e., to "balance the watch. This understanding comports with the discussions of this matter following the conclusions of the 1966 negotiations.

As to transfers for the singular purpose of providing training, a different result is apparent from a reading of Company's final proposal that concluded negotiations in 1966. There, the parties expressly provided that "(s)uch assignments may include changes for training purposes at six months' intervals." Reading this together with the remainder of the offer, the remainder providing for the establishment of shift schedules on an annual basis, leads this Committee to conclude that such assignments, to be valid, must be made a part of the annual schedule.

Decision

Review Committee Cases Nos. 962, 986, 1016, 1025, and 1086 deal with the problem of shift "balancing." Consistent with the forgoing, the Review Committee decides that the transfers were proper under the facts furnished to the Committee.

As to the final issue, Review Committee Case No. 869, if the training schedule was not incorporated in the grievant's annual shift schedule, it was not valid. In such event, on the facts furnished the Committee, it is apparent that the employee was mainly used as a Relief Senior Auxiliary Operator and he should be compensated as such from July 28, 1968 to January 9, 1969.

FOR UNION:

W. H. Burr
E. Sheldon
L. N. Foss

By s/ L. N. Foss

Date August 3, 1971

FOR COMPANY:

J. A. Fairchild
H. J. Stefanetti
L. V. Brown

By s/ L. V. Brown

Date August 3, 1971