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- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Review Committee File No. 1008-70-65
Humboldt Division Grievance No. D.Gr/C 19-70-4&5

Statement of Facts

The grievants, R. Goldsmith and R. Ewing, at the time the grievances arose were Assistant Control Operators (ACO's) at the Humboldt Bay Power Plant. Their grievances concern their removal from one schedule of workdays and hours and assignment to a different schedule of workdays and hours. The change, according to the Division's answer to the grievances, was conducted pursuant to the provisions of Section 208.18 of the Physical Labor Agreement.

In chronological order, the following events took place: On March 5, 1970, Goldsmith was notified that his shift was being changed from Schedule B-3 to C-5. At the time, he was assigned to Unit 3. The schedule change was necessary to fill a vacancy created by the death of an employee assigned to work Schedule C-5 at Units 1 and 2. The change was to be effective March 11. On this latter date, a second change became necessary, and he was notified that on March 15 he would assume the relief classification held by Ramsey. At the same time, Ewing was notified that he would replace Goldsmith on Schedule C-5.

Both grievants contend that the assignment to Schedule C-5 was improper in that the "change did not involve a change in grievant's status or a training assignment." The reassignment of Goldsmith to the relief schedule is not involved.

Discussion

The question here is whether, in the fact of the results of negotiations in 1966, these schedule changes were proper. In general, during the 1966 negotiations it was agreed that the changing of shift schedules under the provisions of Section 208.18 would be limited to permanent transfers when an employee's status changed. The reassignment of Goldsmith to the relief classification would be an example of a permissible change, as would a predesignated change for training. Further exceptions, for Auxiliary Operators, are set forth in a previous Review Committee Decision.

At the time these grievances were filed, operating requirements at the plant necessitated having a NRC Reactor Operator's License on all three units, which created the need for grievant, Ewing, to be transferred to Goldsmith's schedule. The parties, by the Agreement dated May 6, 1976 and Review Committee Decision Case No. 1400-76-4, have changed the operating requirements where this situation would not occur again. Therefore, the unanswered question pertains to supervision's application of Section 208.18, and to that end, the Review Committee agrees that the parties did not contemplate these type of schedule changes, and supervision

is limited to those changes mentioned above. As to a remedy of settlement, the record is unclear as to what schedule Ewing ended up on, and at the time, supervision had no alternative but to make the change since higher requirements existed for ACO Units 1 and 2 than for ACO(AO) Unit 3. In Goldsmith's case, the sequence of events were such that his schedule change was temporary, and he is entitled to the correction asked for.

Decision

Grievant, Goldsmith, will be paid overtime for all hours worked outside of his regular schedule (B-3) until he was reclassified to Relief ACO; grievant, Ewing's, case is closed without adjustment.

FOR UNION:

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

FOR COMPANY:

J. A. Fairchild
P. Matthew
D. J. Bergman

By *L. N. Foss*

Date 6-18-76

By *D. J. Bergman*

Date 6-18-76