

REVIEW COMMITTEE

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INTERNATIONAL BROTHERHOOD OF
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L.N. FOSS, SECRETARY

L.V. BROWN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Review Committee File No. 1078-71-30
Coast Valleys Division Grievance No. 18-71-2

Subject of the Grievance

The very sketchy Joint Statement of Facts, received from the Local Investigating Committee, states that the purposes for changing the schedules for the two Assistant Control Operators who grieved were to provide training on different units and to balance the watches in terms of experienced Assistant Control Operators. To place the events in perspective, the Review Committee has learned certain other facts. Grievant Nooe was transferred at his own request to Units 6 and 7 in order to receive training. Those are the two newest units at the Moss Landing Power Plant. At the time this grievance arose, Company did not rotate Assistant Control Operators between the older units and these newer units. This situation has been corrected so ACOs now receive training on all units.

After Nooe was transferred, Company required that grievant, Stevinson accept a schedule change to Nooe's former watch to avoid having two inexperienced ACOs working together. Union asked that grievants be paid overtime for all time worked outside their regular schedules.

Discussion

Under Item No. 8, "Relief Classification and Scheduling" of the Company's final offer in the 1966 bargaining, it is required that shift schedules be established on an annual basis with variations from the schedules being allowed at six-month intervals for training purposes. The Review Committee Decision for Case Nos. 869, 962, 986, 1016, 1025 and 1086 clarified two aspects of Item No. 8. First, it established that a six-month training assignment must be incorporated in the annual schedule. Second, due to the varying skill levels inherent in the Auxiliary Operator classification, an exception was established from the general policy of annual schedules where the need was to balance the watches in terms of experienced AOs. The problem with regard to the AO classification, which necessitated the above exception was that it was an amalgamation of several former classifications so the duties are quite varied. Since it is a beginning classification, employees at this level must be progressively trained in more complex duties. In other words, not all AOs are qualified to perform all of the duties within the AO job definition.

The present grievance involves the ACO classification. The considerations which necessitated an exception to scheduling policy with regard to AOs are not present here, nor was it contemplated that ACOs would be included in the exception. In fact, the present grievance had been received by the Review Committee three months before the previous decision was agreed upon, but was not included in that decision. This is because ACO duties are more limited than those of AO and all ACOs have the basic qualifications to perform all ACO duties. In order to become an ACO, an employee must first pass a test on those duties.

It must be emphasized that Item No. 8 sets up stringent restrictions due to the serious inconvenience caused by unplanned scheduling changes. The annual schedule policy, therefore, should not be departed from without compelling justification.

In the immediate grievance, the cases of Nooe's request for a schedule change resulted from the inadequate training which was being provided at the Moss Landing Power Plant at the time. Technically, his schedule change was a violation of Item No. 8 in that it was for training purposes and was not incorporated in his annual schedule. However, since he requested the change, the Review Committee feels that the violation is excusable.

With regard to Stevinson, Company violated Item No. 8 because an unplanned schedule change to balance the watches is not justifiable in the case of ACOs. Since Stevinson was forced to accept the schedule change, the violation is not excusable.

Decision

No adjustment is directed for grievant, Nooe. In the case of grievant, Stevinson, he will be paid overtime for the first four work days worked outside of his previous schedule. However, this settlement is without prejudice to either position of Company or Union in future application of Section 208.18.

FOR UNION:

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

By _____

L. N. Foss

Date _____

6-16-76

FOR COMPANY:

J. A. Fairchild
P. Matthew
L. V. Brown

By _____

L. V. Brown

Date _____

6-16-76