

ADOLPH M. KOVEN, ESQ.  
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IN ARBITRATION PROCEEDINGS PURSUANT TO TITLE 102 OF THE  
CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES

In the Matter of a Controversy )  
 )  
 between )  
 )  
 LOCAL UNION NO. 1245, INTERNA- )  
 TIONAL BROTHERHOOD OF ELECTRICAL )  
 WORKERS, )  
 )  
 Complainant, )  
 )  
 and )  
 )  
 PACIFIC GAS AND ELECTRIC COMPANY, )  
 )  
 Respondent, )  
 )  
 Involving relocation of trouble- )  
 men - Case No. 117. )  
 )  
 \_\_\_\_\_ )

ARBITRATOR'S  
OPINION AND AWARD

This Arbitration arises pursuant to Agreement between LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union," and PACIFIC GAS & ELECTRIC COMPANY, hereinafter referred to as the "Company," under which ADOLPH M. KOVEN was selected to serve as Chairman of a Board of Arbitration which also included BILL TWOHEY and CORBETT L. WHEELER, Union Board Members, and RICK R. DOERING and SARA J. SCHWANTES, Company Board Members, and under which the Award of the Board of Arbitration would be final and binding upon the parties.

Hearing was held March 15, 1984 in San Francisco, California. The parties were afforded full opportunity for the examination and cross-examination of witnesses, the introduction of relevant exhibits, and for argument. Both parties filed post-hearing briefs.

**APPEARANCES:**

On behalf of the Union:

TOM DALZELL, ESQ.  
Local Union No. 1245, International  
Brotherhood of Electrical Workers  
P. O. Box 4790  
Walnut Creek, California 94596

On behalf of the Company:

L. V. BROWN, ESQ.  
Pacific Gas & Electric Company  
245 Market Street  
San Francisco, California 94106

ISSUE

Did the Company violate the collective bargaining agreement by relocating Troublemens from Walnut Creek to Concord? If so, what is the appropriate remedy?

RELEVANT SECTIONS OF THE CONTRACT

206.17 - Relocation Other than for Lack of Work

When it becomes necessary to relocate individuals, crews, or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of workload or other economic consideration, either of which is expected to be permanent, and where the number and classification of jobs in the Division will be unchanged, the following procedure shall be followed:

BACKGROUND:

In its Diablo District, East Bay Division, the Company employs seven Troublemens in the Electric Service Department. Before July 1983, three of these Troublemens were assigned to the Walnut Creek headquarters of the District, while four Troublemens were assigned to the Concord headquarters. Except in emergencies, the Troublemens assigned to Concord worked in the Concord area, whereas those assigned to Walnut Creek worked in the Walnut Creek area. They crossed these boundaries only during emergencies. This dispute arose because of the transfer of the three Walnut Creek Troublemens to the Concord headquarters in July 1983.

The main work of the Troublemens is to respond to electrical emergencies. They are assigned a pick-up truck equipped with a radio, and go to the areas where their services are required upon being dispatched from Concord. The Troublemens are mobile, and work individually rather than in crews. Troublemens also perform some routine work, such as connecting underground service lines, but the emergency work has priority. In responding to emergencies, it is necessary for Troublemens to be familiar with the location and nature of the electrical equipment in the area in which they perform their services.

The Company made studies in 1970 and 1980 to determine whether it would be advisable to transfer the Walnut Creek Troublemens to Concord, but the plan was not implemented.

After Folla became the Diablo District's General Superintendent in 1982, he revived the idea, and determined that the move would be advantageous.

The Company gave as its reason for the transfer that the Troublemens assigned to Walnut Creek were not receiving sufficient supervision because the General Foreman in Walnut Creek to whom they reported had too many other responsibilities. As a result, productivity was diminished. The Troublemens in Walnut Creek were performing line patrols, which was relatively unproductive work, whereas a transfer to Concord with more supervision would have enabled them to perform more routine work. In addition, additional supervision would require the Troublemens to perform their paper work more carefully. The correct performance of the paperwork was important to defend against liability of the Company in some cases. The alternative to the transfer would have been to hire another supervisor to supervise the Walnut Creek Troublemens, at an additional cost of \$65,000.

Another advantage which the Company determined would result from the transfer would be that all seven Troublemens would learn to respond to emergencies in both the Walnut Creek and Concord areas. The Company anticipated that the employees would be "cross-trained" to respond to calls in both areas. Problems often arose at substations, and the Troublemens were not trained to work at substations other than in their own areas. If they were trained to work at all the substations in

the District, their ability to respond to emergencies would improve.

The Company testified that in the eight months between the transfer and the arbitration hearing, the overall efficiency of the combined units has improved. The Troublemens have improved in filling out their daily logs because of the increased supervision. The Concord Supervisor of the Troublemens was relieved of some of his duties to allow him to devote additional time to the supervision of the additional Troublemens transferred from Walnut Creek. Moreover, claims the Company, the Troublemens have had weekly training in each others' areas since the facilities have been combined.

The Company admitted that a number of economic disadvantages resulted from the move. For example, prior to the combination of the two areas, if there was an emergency on a weekend, the Troublemens were on-call, which enabled the Company to call them in to work, and it would only have to pay for the time actually worked by the employee in an emergency. This was a voluntary system not required by the Contract. Following the transfer, the Troublemens refused to continue the on-call system, and the Company now assigns Troublemens to work on weekends, paying them a premium of 64 cents an hour. Moreover, there is additional travel time involved in assigning Troublemens to go from Concord to the Walnut Creek area to respond to calls. In addition, on Mondays, when there is a great deal of work, prior to the transfer there were two Troublemens on duty during second shift, one in Concord, and

one in Walnut Creek. Since the transfer, one additional Troubleman is assigned for about four hours of overtime each week. The Company testified that it took most of these factors into account before it ordered the transfer, and in its judgment, the advantages of the transfer nevertheless outweighed the disadvantages.

The Union testified that the advantages which the Company sought to attain by the transfer had not been achieved. The Troublemens work substantially independently, and therefore, there is little on-the-job supervision of their work. Since the transfer, supervision has not increased. The Troublemens formerly stationed in Walnut Creek have continued to work largely in Walnut Creek. Their familiarity with the Walnut Creek electrical system has decreased because they do not have daily contact with the line crews and the Foreman in Walnut Creek. The Concord Troublemens have largely continued to be assigned to the Concord area.

The Union also testified that the Troublemens have been assigned more routine work since the transfer, diminishing their ability to respond to emergencies because they are away from the trucks when they perform routine work. The Company denied this claim, stating that a Troublman could hear radio calls or a horn from their trucks if they rolled down the windows.

The Union denied that the Troublemens have been trained to work in one another's areas, claiming that the only training they received since the transfer was a six hour tour of the

various substations in the District to familiarize them with the location of the substations.

The dispatcher of the Troublemens testified that since the transfer of the Walnut Creek Troublemens to Concord, the Troublemens have not become familiar with both areas. His work is more difficult because, whereas prior to the transfer, he knew which Troublemens were familiar with which particular area, since that time it is more difficult to make that determination. Moreover, he confirmed that it is more difficult to contact Troublemens since the transfer because they are performing more routine work. Finally, he stated that it takes far longer to contact a Troublemens in an emergency because, whereas before the transfer the dispatcher could call the Troublemens directly, since the transfer he must call a supervisor, who in turn contacts the Troublemens.

Concord is closer to the homes of the Troublemens than Walnut Creek. A similar consolidation of areas had previously occurred in the Diablo District, when the Company transferred gas servicemen, who had previously worked out of two different headquarters, to a single location. The gas servicemen perform work similar to the work of the Troublemens, but on the gas side of the Company's operation rather than on the electrical side.

DISCUSSION:

In determining the issue before us, we observe initially that the burden is on the Union in this case to demonstrate that the "economic considerations" cited by the Company for

the transfer of the Troublemens did not justify the transfer.

As we have seen, the Company cited three basic reasons for the transfer. First, was the hope that by transferring the Troublemens to Concord they would receive more supervision, resulting in more productivity, and a more satisfactory performance of the paper work required of a Troubleman. Although the Union testified that the supervision of the Troublemens has not increased following the transfer, the Company testified to the contrary. It stated that the Troublemens keep their daily logs in a more satisfactory manner since the move because of increased supervision. Moreover, they have been assigned more routine work, increasing their productivity.

The Union asserts that these results could have been achieved without the transfer, claiming that this was admitted by the Company. But a fair reading of the testimony of the Company shows that it did not testify that increased productivity and better performance of paper work by the Walnut Creek Troublemens could have been achieved while the Troublemens were under the supervision of the General Foreman in Walnut Creek.

A second motivation for the transfer of the Troublemens was to train them to work throughout the Diablo District, increasing their ability to respond to calls without regard to whether they were assigned to Walnut Creek or Concord. It is true that there was no evidence that the transfer has resulted in an appreciably increased ability to respond throughout the



District. Nevertheless, the Company's purpose for making the transfer is entitled to deference. The Union itself testified that it is important for a Troubleman to be familiar with the location and character of electrical facilities he is called upon to repair. Thus, the Company's aim of familiarizing all the Troublemens in the District with the electrical facilities throughout the District can be a significant factor in improving performance of the Troublemens. The fact that in the eight months since the transfer the Company has not given a significant amount of cross-training to the Troublemens to familiarize them with the facilities throughout the District does not necessarily mean that the change was not motivated by "economic considerations." Given a longer period to implement its plans, the Company will presumably step up the familiarization program.

The admitted disadvantages of the transfer were, according to the Company, outweighed by the advantages. In the absence of convincing evidence to the contrary, we must accept this assessment of management. Since the Company has the primary responsibility to direct the work of the District (Section 7.1), its judgment as to the economic necessity for a transfer is entitled to considerable weight. In view of the fact that since the transfer the Walnut Creek Troublemens are performing more routine work and that their paper work is being performed more satisfactorily, and that the Union failed to prove that these advantages did not result from the transfer, the conclusion follows that the Company did not violate the

Contract by relocating the Troublemens from Walnut Creek to Concord.

AWARD

The Company did not violate the collective bargaining agreement by relocating the Troublemens from Walnut Creek to Concord.

Dated: 9-25-84 *Adolph M. Koven*  
ADOLPH M. KOVEN, Arbitrator

FOR THE COMPANY:

*Rick R. Doering* I concur 10/9/84  
RICK R. DOERING (Date)

*S.J. Schwantes* I Concur 10/8/84  
SARA J. SCHWANTES (Date)

FOR THE UNION:

*Roger Stalcup* I Dissent 6/4/85  
~~BILL MONEY~~ Roger Stalcup (Date)

*C. J. Wheeler* I Dissent 6-4-85  
CORB WHEELER (Date)