

205.1 } Do "jurisdictional
206.1 } boundaries" changes
have to be negotiated?
Not in this case.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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MAR 11 1993

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

**CASE CLOSED
LOGGED AND FILED**

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

RECEIVED MAR 11 1993

REVIEW COMMITTEE DECISION

**Humboldt Division Grievance No. HUM-91-1
Review Committee Case No. 1751-92-22**

Subject of the Grievance:

This grievance alleges that the Company violated the Physical Agreement by expanding the Garberville District service area to include the Honeydew/Petrolia areas formerly served by Fortuna District without bargaining this change with the Union. A secondary issue is the Company's failure to fill a Troubleman vacancy in Bridgeville in violation of Letter Agreement 88-104.

Facts of the Case:

On May 10, 1991, the Company expanded the Garberville District boundaries to include the Honeydew/Petrolia area previously served by crews in Eureka (Fortuna District).

The Company cited two business based reasons for changing the service boundary. First, the change was made to more evenly balance the workload between the Garberville and Eureka headquarters. New business had increased in Fortuna District and decreased in Garberville District. Secondly, the Company determined that the Honeydew/Petrolia community could more efficiently be served by the Garberville headquarters.

Discussion:

The Union opined that the Company could not unilaterally change service boundaries and that it must bargain any boundary changes with the Union. The Union argued that removal of the Honeydew/Petrolia areas from the Fortuna District service territory resulted in a change of working conditions by reducing opportunities for prearranged and emergency overtime in the Eureka headquarters.

Company argued that the movement of service territory boundary lines is within the Company's management rights as outlined in Section 7.1 of the Physical Agreement. Company has unilaterally established new headquarters and closed headquarters that have impacted service territories in the past. Company also maintained that it has changed the service boundaries between headquarters in the past without negotiating those changes with the Union. Among the examples cited by the Company were the shift of Stanford University from the Cupertino headquarters to the Belmont headquarters, the shift of the Hooker Creek - Cotton Creek area between the Redding and Red Bluff headquarters, and the shift of meter reading routes in the Galvestein Road area between the Petaluma and Santa Rosa headquarters.

The Company noted that the Garberville and Fortuna headquarters are both included in Area Twelve of Bidding Unit Four and Area Twelve of Demotion Unit Three.

Decision:

The Review Committee agreed that there was no violation in this particular boundary change. Union acknowledged that a sufficient number of examples of previous boundary changes existed to demonstrate the Union's acquiescence to changes within bidding areas. Union members reserve the right to argue that the Company would have been obligated to negotiate the boundary change if it occurred between headquarters in different bidding and demotion areas.

The Review Committee noted that the secondary issue in this case of not filling the Troublemaker position is also included in Humboldt Division Grievance No. HUM-91-3 (P-RC 1631) and is appropriately deferred to that case.

This case is closed on the basis of the above.

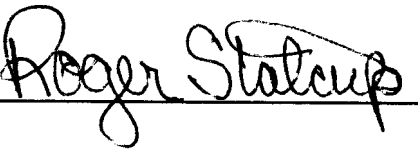
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FOR UNION:

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By 

By 

Date 3-2-93

Date 2/23/93