



REVIEW COMMITTEE

205 } Permanent reassignment
206 } of routine work from
208 } one Headquarters/Division
212 } Region to another.



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DEC 19 1989

**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

RECEIVED DEC 15 1989

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Coast Valleys Division Grievance No. 18-1081-88-19-MTR
P-RC 1351

December 14, 1989

MARK ALDERSON, Company Member
Coast Valleys Division
Local Investigating Committee

KEN L. BALL, Union Member
Coast Valleys Division
Local Investigating Committee

Subject of the Grievance

This case concerns the impact of transferring a body of work from within the service territory of the Salinas Substation Maintenance Department to the Santa Cruz Substation Maintenance Department.

Facts of the Case

In early 1988, an internal work load study was conducted by the Company, and it was determined that a shortfall in manpower existed in both the Salinas and Santa Cruz Substation Maintenance Departments. However, the shortfall in Salinas was approximately 2.5 times that of Santa Cruz. In order to better balance the shortfall, a portion of the Salinas work load was shifted to Santa Cruz by reassigning work related to the 115/230kv switch yard at Moss Landing Power Plant, and the Hollister District's Substation facilities to the Santa Cruz Substation Department. In essence, a portion of work was ceded across a Region/Division boundary without changing service territory boundaries or shifting employees between headquarters. This change occurred on August 1, 1988.

Discussion

Discussion of this case centered around the Union's belief that the regular and continuing reassignment of this work violated Titles 205, 206, 208, and 212 of the Agreement. In the Union's opinion, Title 205 was circumvented by not filling jobs in Salinas instead of using employees from Santa Cruz to perform the work, and that such reassignment of work had the potential of adversely affecting employees' rights under Title 206. Further, Union argued, Titles 208 and 212 required that employees from within the headquarters of the service territory be used in overtime situations before assignment of such work to employees from outside the headquarters of the service territory. The Union argued that the Company was obligated to bargain over the regular and continuous assignment of work to another bidding unit.

December 14, 1989

The Company noted that it is not at all uncommon for employees to be sent from one headquarters to another to perform work. Company argued that it is a management right to assign work and direct the work force.

Although not clearly established in the Local Investigating Committee Report, the Committee determined that Santa Cruz Substation Department employees are expending approximately one man-day every other week performing work at Hollister District Substation facilities and approximately three man-days per week performing work at Moss Landing Power Plant.

The Committee noted that this situation is somewhat analogous to the recent assignment of transmission work which cuts across service territories to Transmission Troublemakers. Pursuant to the most recent letter agreement on this subject (88-9-PGE, signed February 25, 1988), overtime assignments are based upon the provisions of Titles 208 and 212. That is, overtime work is assigned to Troublemakers or crews from the service territory in which the work arises, with a few exceptions. Those exceptions were negotiated and agreed to by the parties.

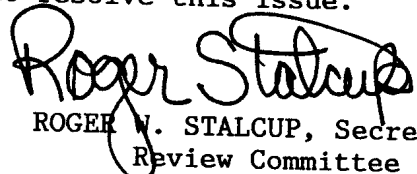
Decision

The Committee agreed that in this case there was no violation of the Agreement by the assignment of work in Coast Valleys Division to Santa Cruz employees during regular work hours. However, the provisions of Titles 208 and 212 must be followed in the assignment of overtime. Therefore, Salinas maintenance employees are entitled to first crack at the overtime in their headquarters service area.

With respect to the Union's allegation that the regular and continuing reassignment of work across a Region/Division boundary violates the Agreement unless the parties bargain and agree to do so, Union agreed, based on the facts of this case, to set aside this argument inasmuch as the actual time worked by Santa Cruz Substation Department employees in the Salinas service territory was significantly less than a single full-time position. Union reserves the right to put forward this same argument in the future.

This case is returned to the Local Investigating Committee for a determination of liability, if any. The Pre-Review Committee retains jurisdiction in the event the Local Investigating Committee is unable to resolve this issue.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

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