REVIEW CASES #18 AND #24

ARBITRATION CASE #3

ISSUE:

DOES THE RELOCATION OF THE JOB HEADQUARTERS OF A CREW FROM ONE SITE TO ANOTHER IN ANY OF THE FOLLOWING INSTANCES CONSTITUTE A TRANSFER OF THE MEMBERS OF THE CREW FROM A PRESENT JOB TO ONE AT A NEW LOCATION WITHIN THE MEANING OF SECTION 301.1 OF THE LABOR AGREEMENT DATED SEPTEMBER 1, 1952:

(A) FROM: SERVICE GROUP REDWOOD CITY (INSIDE CITY LIMITS)

TO: MARSHALL AND JEFFERSON STREETS, REDWOOD CITY (INSIDE CITY LIMITS AND WITHIN SAME RESIDENCE AREA)

DISTANCE BETWEEN SITES: ONE-FOURTH MILE
EMPLOYEES INVOLVED: BREEDEN, GEORGE R.
COLGATE, DONALD H.
COPPINS, F. G.
MCGOWAN, JOSEPH E.
MOORE, JACK E.
MYERS, G. C.
TWOMEY, ED J.
WULF, ROBERT E.
MYATT, R. E.

(B) FROM: STATION A, SAN JOSE (INSIDE CITY LIMITS)

TO: 2121 ALUM ROCK ROAD, SAN JOSE (LESS THAN A MILE OUTSIDE CITY LIMITS BUT WITHIN RESIDENCE AREA)

DISTANCE BETWEEN SITES: FOUR MILES
EMPLOYEES INVOLVED:

| | |
|---|---|
| BEAL, THOMAS R. | HENSLEY, THOMAS N. |
| BENNETT, WILLIAM G. | MASON, ROY JR. |
| BOGNER, LELAND F. | MCGINN, MICHAEL |
| DU BOIS, ROBERT L. | MCMILLAN, ALBERT T. |
| FITZSIMMONS, K. G. | MORRISON, JAMES A. |
| HARPER, ALFRED W. | |

(C) FROM: UNION AND OHIO STREETS, FAIRFIELD

TO: 425 MAIN STREET, SUISUN (WITHIN SAME RESIDENCE AREA)

DISTANCE BETWEEN SITES: 1600 FEET
EMPLOYEES INVOLVED: CHAMBERS, RALPH
COOPER, SAMUEL
NISSEN, GLENN
NOSKO, RUDY
TATTICS, STEVE

(JOINT EXHIBIT 2)

DECISION:

THE RELOCATION OF THE JOB HEADQUARTERS OF A CREW FROM ONE SITE TO ANOTHER IN THE INSTANCES SET FORTH IN DETAIL IN JOINT EXHIBIT 2, "ISSUES", DOES NOT CONSTITUTE A TRANSFER OF THE MEMBERS OF THE CREW FROM A PRESENT JOB TO ONE AT A NEW LOCATION WITHIN THE MEANING OF SECTION 301.1 OF THE LABOR AGREEMENT DATED SEPTEMBER 1, 1951.

/s/ SAM KAGEL
CHAIRMAN

/s/ R. J. TILSON

/s/ M. A. WALTERS

/s/ M. A. KIRSCH

/s/ LEE R. ANDREWS

In the Matter of a Controversy

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1245, AFL,

Complainant,

and

PACIFIC GAS AND ELECTRIC COMPANY,

Respondent.

involving determination of question: Does the relocation of the job headquarters of a crew from one site to another in Grievances (a), (b) or (c) herein constitute a transfer of the members of the crew from a present job to one at a new location within the meaning of Section 301.1 of the Current Collective Bargaining Agreement, dated September 1, 1952?

Case No. 3

OPINION AND DECISION

Jan 26, 1954

ISSUE:

Does the relocation of the job headquarters of a crew from one site to another in any of the following instances constitute a transfer of the members of the crew from a present job to one at a new location within the meaning of Section 301.1 of the labor agreement dated September 1, 1952:

(a) From: Service Group Redwood City (inside city limits)

To: Marshall and Jefferson Streets, Redwood City (inside city limits and within same residence area)

Distance between sites: one fourth mile
Employees involved:

(b) From: Station A, San Jose (inside city limits)

To: 2121 Alum Rock Road, San Jose (less than a mile outside city limits but within residence area)
Distance between sites: four miles
Employees involved:

(c) From: Union and Ohio Streets Fairfield
To: 425 Main Street, Suisun (Within same residence area)

Distance between sites: 1600 feet
Employees involved:

(Joint Exhibit 2)

AGREEMENT PROVISION:

That portion of Section 301.1 is in question which reads:

"When an employee who is regularly

employed in a floating crew at the established Company rate of pay, is transferred from the present job to one at a new location, or when any such employee is re-employed at a new location..."

The particular words at issue are those underlined above.

POSITION OF UNION:

That under Section 301.1, when an employee is transferred from his present job to one at a new location, the "...employee automatically becomes entitled to an expense allowance." (Union Brief p. 23)

The Union contends that for an eligible employee to receive expenses all that is required is that he be transferred from a present job to one at a new location. The agreement provides for no other prerequisite or qualification so far as that right is concerned.

POSITION OF EMPLOYER:

The Company contends that the language in question by past practice has been interpreted to mean:

"'transferred from a present job where there is a headquarters or assembly point to one at a new location where the company establishes a new headquarters or a new assembly point,'

and which is at such distance from the former headquarters that it is reasonably necessary for the employee to change his place of abode." (Company's Brief, p. 14)

The Company does not claim that the employee must actually move his residence. It is enough, according to the Company, if the move of the job is such as to consider that the moving of the employee's residence would be "reasonable" (Tr. p. 32)

FACTS:

The issue sets forth in some detail the facts of each of the three instances being arbitrated in this case. In summary, the instances involved moves by three crews.

Group A was a move by a line crew wholly within the city limits. The distance between sites was one-fourth mile.

Group B was a move of a line crew from within the city limits to a point less than a mile outside the city limit. The distance between the sites was four miles.

Group C was a gas crew which moved from one city to another city, a distance between sites of sixteen hundred feet.

DISCUSSION:

Section 301.1, as it reads, simply provides that

an eligible employee is entitled to expenses if he is transferred from a present job to one "...at a new location." The key words to be examined are a "new location."

The Union's position is that any move of a job is a move to a "new location." Thus, any physical move of a job would in the Union's view be sufficient to invoke Section 301.1. But the Agreement cannot mean this.

The Agreement provides that the move must be related to a "new location." Location usually refers to an area or locality. Moves may be made within an area or locality. In such instances the moves are not made to a new location. And of course moves may be made to points outside an existing area or locality. In such instances the move is made to a new location.

The Agreement to be applied as written therefore requires that Section 301.1 be interpreted as referring to moves from an existing area or locality to a new area or locality. The fact that a physical move is made is not in itself enough to bring it within Section 301.1.

The Company has by past practice considered moves under Section 301.1 to be moves to a "new location" if they include the following characteristics:

(a) Moves of job headquarters or assembly point; and

(b) Moves which are at such a distance from former job headquarters or assembly

point as to provide a reasonable basis for granting expenses to the employee.

By practice, the Company has developed a set of standards which it considers to be a move to a "new location." As between the divisions the criteria used by the Company has not always been uniform.

Examples: In the hydro-electric construction division, if a move was two miles outside the city limits, it is considered a basis for granting expenses (Tr. pp. 36-37).

The line construction division uses the test that where the job headquarters is moved from one town or metropolitan area to another, and where the distance is sufficient to make it necessary that the employee move and change his place of abode, then expenses are paid (Tr. p. 41). This department also uses a test that if the new job headquarters is moved within a city, or within a mile outside of the city limits, then no expenses would be paid.

The station construction division test is the specific circumstances and conditions of each move as they relate to the probable necessity that the employee would change his place of abode (Tr. pp.76, 78).

Though these criteria vary as between the divisions, each one seems to be concerned with a test which would indicate whether the move to a new location was such as would reasonably

require that the employees receive expenses. The Company therefore has developed what could be called a Rule of Reasonableness in these cases.

It must be clear that the purpose of expenses is to reimburse an eligible employee in whole or in part for the cost of moving from one job location to a new location. With this primary purpose in mind, must Section 301.1 be interpreted and applied in this arbitration. In these days of automobiles and rapid transportation for short moves, it could hardly be required as a condition to receive expense money that the employee actually move his abode. Nor has the Company insisted upon such an event transpiring.

In this Arbitration Case No. 3, the past practice of the Company is "...consistent with the agreement...." (See American Seating Company, 16 L.A.R. 115, cited by the Company and discussed the Company Brief, p. 20). This past practice seeks to equitably and reasonably apply the terms of the agreement to all the employees covered by the agreement provision in question. Further, it reasonably applies the language of the agreement as written, in that it recognises that the move must be to a "new location", before it can constitute the basis for expenses under Section 301.1.

The Union is not bound to accept all of the Company's applications of this Rule. It may question individual instances

as it has done in this Arbitration. But absent a mutual agreement between the parties as to a definition of such a Rule, each case will have to be determined on its own facts. Over a period of time and by experience, a set of standards constituting such a Rule may develop. Unless very good reason exists, it would seem appropriate that the standards used and their application should be as uniform as possible as between the various divisions.

As to the specific instances which make up Case No. 3, the Company's determinations seem reasonable. Moves within a city limit of one-fourth mile; moves of less than a mile outside a city limit; moves as between two cities but only a distance of sixteen hundred feet, all these instances do not seem to be moves to a "new location", i.e., area or locality, as contemplated by the agreement.

DECISION:

The relocation of the job headquarters of a crew from one site to another in the instances set forth in detail in Joint Exhibit 2, "Issues", does not constitute a transfer of the members of the crew from a present job to one at a new location within the meaning of Section 301.1 of the labor agreement dated September 1, 1951.

Sam Kagel
Chairman

O. M. Kruse

M. A. Walters

Lee R. Anderson