

REVIEW COMMITTEE

PG and E

IBEW 

PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
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**CASE CLOSED
LOGGED AND FILED**

ARB. 113

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

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION
- LETTER DECISION
- PRE REVIEW REFERRAL

Coast Valleys Division Grievance No. 18-686-82-23
Review Committee File No. 1563-83-16

Subject of the Grievance

This case concerns the bypass of a Meter Reader to two Service Representative vacancies because he was under active counselling.

Facts of the Case

The grievant was hired January 23, 1978 as a Clerk D. He transferred to a Meter Reader position on November 6, 1978. Even while employed as a Clerk D, he frequently worked as a Meter Reader. His disciplinary history is as follows:

- 4/30/80 counselling letter regarding poor performance-customer complaint, too many missed meters, and poor penmanship.
- 11/25/81 letter confirming one-day disciplinary layoff for 3-dialing.
(Revised
5/24/82)
- 4/2/82 letter confirming three-day disciplinary layoff for being out of assigned area and not taking proper care of meter book.

The Service Representative vacancies for which the grievant was bypassed were in Salinas and Monterey. They were posted as awarded to employees junior to the grievant on April 5, 1982. Subsequent to the filing of the grievance, the grievant was bypassed on two additional Service Representative vacancies in Salinas. The awards were posted on April 30, 1982 and July 12, 1982. As of October 1, 1982, the grievant has been eligible for consideration to fill Service Representative vacancies on a temporary or permanent basis.

Discussion

During 1983 bargaining, the parties agreed that if the contract were ratified, this case would be withdrawn from arbitration and returned to the Review Committee for settlement in accordance with the new language of Section 18.11(a) of the Clerical Agreement which reads:

"Notwithstanding anything contained in this Title, Company may reject the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made. Additionally, the bid of an employee to a classification having a higher maximum wage rate will (emphasis added) be rejected if the employee has been under active

counselling for poor work performance during the previous 12 months. Active counselling for the purpose of this Section is considered to be: (1) Two or more separate instances in which the employee received disciplinary layoff without pay for poor work performance or (2) demotion for cause."

Decision

In applying the above language to the facts of this case, the Review Committee is in agreement that the bypass was proper. The parties further agreed to interpret "the previous twelve months" as beginning with the control date of the posting of the job award counting back. For the purposes of determining whether or not a particular instance of disciplinary time off falls within this 12-month period, it shall be included if the date of the reprimand letter or the first day of the disciplinary layoff--whichever occurs first--falls within the 12-month period. The foregoing shall also apply to demotions for cause. In addition, during discussion, the Review Committee recognized that unusual circumstances may occur and the parties reserve the right to make a judgement in the grievance procedure in those instances. This case is closed without adjustment.

FOR COMPANY:

L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By 

Date 12-22-83

FOR UNION:

R. L. Choate
R. Friend
P. Nickeson
R. W. Stalcup

By 

Date 12/22/83