



**Pacific Gas and
Electric Company™**

REVIEW COMMITTEE

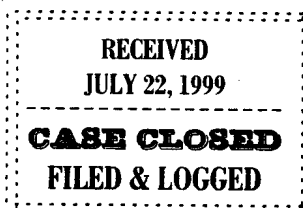
IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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(510) 974-4282

MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
PERRY ZIMMERMAN, SECRETARY

San Jose Division Grievance No. SJO-98-17
Fact Finding No. 6758-98-133
Pre-Review Committee No. 2220

GAIL STENERSON
Company Member
Local Investigating Committee

KATHY MAAS
Union Member
Local Investigating Committee

Subject of the Grievance

Hiring Hall Meter Readers who were dispatched to San Jose were returned as unsuited because they did not reside in San Jose.

Facts of the Case

In March 1998 three Meter Readers were dispatched to San Jose, returned as unsuited, and paid the appropriate reporting fee. The supervisor wanted someone who resided in close proximity to San Jose. The first grievant was again dispatched and accepted the second time. In the interim, the supervisor was advised by the Hiring Hall administrator that there is no residency requirement for Meter Reader and that it was possible that the same people would continue to be dispatched.

There were 17 workdays between the first and second times the grievant was dispatched. No other Hiring Hall Meter Reader was dispatched to this temporary vacancy during this 17 day period. The other two grievants were dispatched to Santa Cruz; one of them subsequently resigning.

The practice of rejecting Hiring Hall Meter Readers in San Jose based on residency was discontinued with the acceptance of the grievant for the vacancy.

Discussion

The issue raised in the grievance was resolved well prior to the signing of the LIC report. However, the Union continued to seek as a correction retroactive wages for the grievants for the 17 workdays they could have worked. Union further opined that


unsuited as referenced in Paragraph D of Letter Agreement 95-145 is as defined in Arbitration 15 and 15A.

Company responded that it believes Paragraph D allows it to reject candidates for any reason or no reason including those reasons covered by the arbitration decisions. However, Company recognizes that absent a residency requirement for a particular classification, it is incumbent on the dispatched Hiring Hall candidate to take whatever measures are necessary to be at the workplace and prepared to work at the appropriate start time. If the employee cannot get to work on time because of the travel distance then the tardiness becomes the unsuited reason for returning the employee to the Hall with the prohibition of being dispatched again to that headquarters and perhaps other headquarters in proximity. Those rejected were appropriately compensated by receiving the reporting fee of a day's pay. In any case, Company would not pay all three grievants as there was only one vacancy.

DECISION

The Pre-Review Committee agrees to refer this case back to Fact Finding to be settled as provided below without prejudice to the position of the parties relative to unsuitability and retroactive pay:

- pay the first dispatched Meter Reader, the one who ultimately filled the vacancy, for six days at the 1998 Meter Reader rate. There were six workdays between when he was first dispatched and when the last referral was returned to the Hiring Hall.
- the practice of rejecting Hiring Hall Meter Reader candidates because of where they live has been discontinued
- the originally dispatched Hiring Hall Meter Reader did receive the assignment once the vacancy was actually filled
- no one else worked between the date the grievant was first dispatched and when he began the assignment
- all three grievants were sent for the same vacancy,


Margaret A. Short, Chairman
Review Committee

7/22/99
Date


Perry Zimmerman, Secretary
Review Committee

7-22-99
Date