

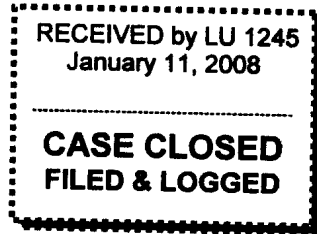


## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 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 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
BOB CHOATE, SECRETARY

### Pre-Review Committee No. 17426 Energy Delivery – GC – Electric Construction – Diamond Springs

Jeff Neeley  
Company Member  
Local Investigating Committee

Roy Runnings  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

The grievant, a Title 300 Apprentice Lineman in Diamond Springs, was bypassed on a Title 200 Apprentice Lineman vacancy in Placerville.

#### Facts of the Case

On April 1, 2005 the grievant who was on Worker Compensation payroll for injuries suffered while he was a Meter Reader was offered a Title 300 Appr. Lineman vacancy contingent on successful completion of a physical assessment and the 10-day climbing school. He met these requirements on May 13, 2005 and reported to work on May 16, 2005.

On May 4, 2005, Company and Union executed Letter Agreement R1-05-17 which stipulates that:

“After the effective date of this agreement, employees hired, bidding into, or promoted into the 1107 Apprentice Lineman GC will not have their bids considered under the provisions of Sections 205.7 or 305.5 of the Agreement until they have been out of the training program for two years. The 1101 and 1107 Apprentice Lineman will not have an opportunity to exercise their move under item G of the Division Master Apprenticeship Agreement.”

The grievant was bypassed on a Placerville Appr. Lineman vacancy in April 2007 as a result of Letter of Agreement R1-05-17-PGE.

Discussion

It is clear from the above facts that the grievant was not placed into the vacancy until after May 4, 2005 and is therefore covered by the provisions of Letter Agreement 05-17. The PRC argued the actual job award is the date of being notified that you have a job award or the job award is contingent on certain job requirements. The PRC agreed that job awards are official as of the date that the job requirements are met and the employee actually reports. Further, it was unfortunate timing for the grievant. Based on the facts of the case and the provisions of the Labor Agreement, the bypass was proper.

Decision

No violation of the Agreement occurred. This case is closed without adjustment.

Margaret Short  
Margaret A. Short, Chairman  
Review Committee

11/15/07  
Date

Bob Choate  
Bob Choate, Secretary  
Review Committee

11/15/07  
Date