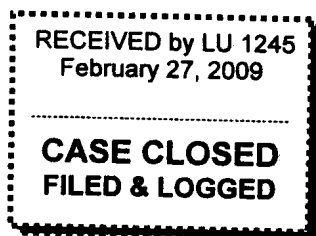




REVIEW COMMITTEE



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INTERNATIONAL BROTHERHOOD OF
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JOHN MOFFAT, CHAIRMAN

BOB CHOATE, SECRETARY

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Pre-Review Committee No. 17867 Electric T & D – San Francisco

Michelle Roberts
Company Member
Local investigating Committee

Landis Martilla
Union Member
Local Investigating Committee

Grievance Issue:

This case concerns a Decision Making Leave (DML), along with the placement of the grievant into another headquarters as a Cable Splicer, issued to a Cableman with 34 years of service for his continued harassment of a coworker.

Facts of the Case:

The Grievant, who was a Cableman in the San Francisco headquarters at the time, had a long history (20 years) of playing pranks and feuding with another Cableman in this yard. Over many years, management had received numerous allegations and complaints from both individuals that they were being mistreated by the other. Each incident was dealt with on a case by case basis.

In April 2007 Corporate Security was called in for the third time in four years to investigate misconduct alleged between the grievant and his coworker. At the time, both employees were under active discipline for an incident that occurred in July 2006. Although there was insufficient evidence to prove that either employee had engaged in the April misconduct, management believed that they had, and issued a strong warning letter to both employees in June 2007. The letter indicated that such conduct in the future would result in serious disciplinary action or termination.

In September 2007, Corporate Security was again called in to investigate an incident where the Grievant left a derogatory note and a pig figurine in the coworkers' mailbox. By the time this incident occurred, the grievant was no longer on active discipline. The DML was issued in September 2007, and the Grievant was placed into a Cable Splicer position in the Richmond yard and told that he was not to bid back to San Francisco until the coworker was gone.

Discussion

Union members claim that the DML was too severe given the infraction, and that the Company overstepped their bounds when permanently precluding the grievant from bidding back into the San Francisco yard. This is not an option under the Positive Discipline agreement.

The Company members maintained that the amount of disruption these two Cablemen have caused in the workplace over many years is completely unacceptable. The Company's liabilities and obligations for a safe workplace and a harassment-free workplace made it crucial that management take whatever action necessary to solve the problem once and for all. Clearly the disciplinary action given to these employees in the past had not changed their behavior. Given the grievant's proven continued harassment of his coworker in September 2007, the Company's only options were to separate him from the coworker or discharge him.

The Pre-Review Committee was informed that, during the investigation into this case, the grievant requested through his Business Representative that he take a Cable Splicer job in the Richmond headquarters, since he feared he would lose his job. Although it was not Company's intent to demote the grievant, there are no Cableman positions in neighboring yards, so he was placed as a Cable Splicer.

The Company opined that, given the length of time the two employees have been feuding, there is no reason to believe that things would change should the Grievant return to the San Francisco yard. By all reports, both employees have been performing very well since they were separated, with no conduct problems whatsoever.

Decision

The Committee agreed that that there was no violation of Title 205 in this case. Further, should Grievant attempt to bid into the San Francisco headquarters in the future, management has the right to bypass him in accordance with either Section 205.11 or 205.14 of the Physical Agreement. Union maintains the right to grieve the bypass, or any alleged violation of Title 205, in accordance with Subsection 102.3(a)(2). The Committee also agreed that should a lack of work situation occur, Grievant retains his full rights under Title 206. The issue of the disciplinary action is moot given that the DML has expired. This case is closed without adjustment on the basis of the above understandings.

 FOR

John A. Moffat, Chairman
Review Committee

2-24-09
Date



Bob Choate, Secretary
Review Committee

2/27/09
Date