



REVIEW COMMITTEE

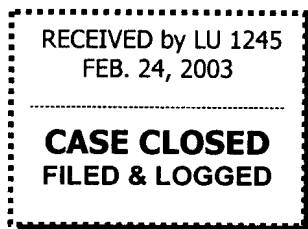
IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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(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 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

Review Committee No. 13519

Customer Field Services – Office and Meter Reading Services – Monterey

Cassandra Waller
Company Member
Local Investigating Committee

Mike Haentjens
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the discharge of a Meter Reader for reporting false meter readings for the billing of multiple customer accounts.

Facts of the Case

In January, March, and April 2002 three questionable reads were brought to the attention of the supervisor. After having the Sr. Meter Reader visit the locations to verify the meter numbers and reads, the supervisor and Sr. Meter Reader met with the grievant in April to have him explain the reads.

On one of these accounts, the meter had been changed out but the records had not been updated. This meter was read correctly for the first five months after the meter change. The grievant read it three of those months. The next four months' reads by the grievant were incorrect and reflected reads consistent with the last read on the old meter. The grievant did not explain the reads on these accounts. He did deny curbing, as he knew that was a terminable offense and would not jeopardize his job.

On another account, which was not one of the ones leading to discharge, the grievant was coached and counseled in January 2002 for failing to accurately read a large commercial account. This counseling was the fourth time the supervisor had to speak to the grievant about this account. Each time he'd been told, either by the supervisor and/or the Sr. Meter Reader, it is his responsibility to read all the meter dials. In February 2001, the supervisor sent the Sr. Meter Reader to this account to verify the grievant's read. The Sr. Meter Reader found the meter had been changed out which the grievant missed.

The grievant was not meeting the performance standards even though he'd been a Meter Reader for approximately six years. His inaccurate reading had a significant impact on the office and customers resulting in inaccurate customer bills and needed corrections.

Discussion

Union argued that the grievant engaged in "short-dialing" not curbing, and that the grievant was not aware that short dialing is a terminable offense. More importantly, Union noted that grievant was not discharged or even disciplined when it was discovered in February 2001 that the meter at the large commercial account had been changed and the grievant's read was not in keeping with that meter change.

Union stated their belief that having the last read in the hand-held device contributes to Meter Readers short-dialing and requested that Company consider removing this information from the devices.

Company responded to Union that it is sometimes difficult to tell whether a curb has occurred, but when the meter has been changed out and the read does not bear a rational relationship to what is actually on the meter, that is the clear proof needed to establish that a curb has occurred. This was the issue addressed in Arbitration Case 211, which concerned the discharge of a Meter Reader for a single curb, where a meter had been changed out. Union argued short dialing in that case also. The arbitrator, however, upheld the termination.

Company responded that no distinction is made between short dialing and curbing when it comes to penalty. Discharge is the consequence. However, Company could not demonstrate that the Meter Reader Work Practices and Policies (C-CS-S009) had ever been reviewed with the grievant. The current and prior supervisors both testified they had not reviewed the policy with him nor had they ever tailboarded that short dialing is dischargeable. The Reader Instructions Section of the Policy is very clear.

After several very lengthy discussions and consideration of arbitrating this case, the parties agreed to settle it as outlined below.

Decision

The grievant will be reinstated without back pay, benefits in tact except vacation forfeiture pursuant to Subsection 111.5(a). He will be placed on a Decision Making Leave active for one year from the date of his return to work. This adjustment is without prejudice to the position of either party and does not establish any precedence.

Further, the parties reaffirmed that not reading all of the dials or short dialing is dischargeable.

For the Company:

Margaret A. Short
Ernie Boutte
Dave Morris
Malia Wolf

For the Union:

Sam Tamimi
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Margaret A. Short

By: Sam A. Tamimi

Date: 2/24/03

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