



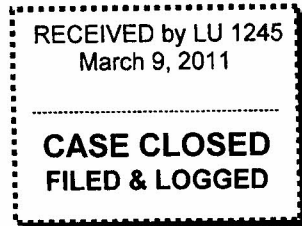
REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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JOHN A. MOFFAT, 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 94696
(707) 452-2700

BOB CHOATE, SECRETARY

Review Committee No. 20199 Energy Delivery – Restoration - Fremont

Bryan Kauffman
Company Member
Local Investigating Committee

Bernard Smallwood
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the allegation that the Company allowed the successful bidder to a Troubleman vacancy to live beyond 30 minutes in violation of Section 3.5 of the Agreement.

Facts of the Case

The successful bidder was awarded the vacancy on December 9, 2008 and reported on February 2, 2009. According to the LIC Report, the Troubleman moved to his current Mountain View location (within 30 minutes of the Fremont Headquarters) in early 2010, officially changing his address in the system effective March 22, 2010.

At the outset, the Fact Finding Committee noted that at the time of the grievance filing, the Troubleman had changed his official address in the Company systems to a location which complies with the 30 minute requirement. As such, as of the filing of the grievance, the Troubleman was in compliance and the grievance will be closed out without adjustment. Never the less, both the Company and Union members of the Fact Finding Committee have concerns with this situation.

Clearly the successful bidder knew he had to move. The record does not indicate that a waiver was ever considered. Based on the housing market the successful bidder was given over a year to move his residence. The Company was put on notice after a year that the successful bidder was not in compliance with Title 3.5 of the Agreement. Then the bidder changed his address on his DMV drivers' license and cancelled his company utility discount at his permanent residence. Currently, the Company and Union records shows that the bidders address never changed.

Discussion

The 30 minute residency requirement may only be waived or varied with mutual agreement by the parties. Absent such an agreement, successful bidders to the Troubleman classification must reside within 30 minutes of their headquarters. An employee has to comply once he/she reports within a

reasonable period of time with consideration to avoid personal hardships. The amount of time allowed to relocate depends on the facts of each situation (e.g. rent vs. own), but typically does not exceed six months and should be put in writing.

This situation was not handled in this manner. In this case, it took over a year for the Troubleman to comply. Additionally, the Troubleman's described temporary living arrangements did not constitute his "residence". From the Union's perspective, the Troubleman's living arrangements were refuted by others and it appeared that the Company made little if any effort to enforce compliance. As noted in the Fact Finding report, there was no violation at the time the grievance was filed, but it appears that the residency requirement was not being properly enforced.

The Troubleman has since moved out of the headquarters.

Decision

The PRC agrees to close this case with the understanding that compliance to Title 3.5 is considered reasonable if the move is less than one year after the report date, unless a signed waiver or varied understanding is reduced to writing and signed by the parties. The case is considered closed without adjustment.



John A. Moffat, Chairman
Review Committee

3/3/11
Date



Bob Choate, Secretary
Review Committee

3/3/11
Date