

A MATTER IN ARBITRATION

In a Matter Between:

**PACIFIC GAS AND ELECTRIC
COMPANY**

(Employer)

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1245**

(Union)

Grievance: Assignment of
Atmospheric Corrosion
Inspection Work to
Meter Readers

Hearing: April 29, 2004

Award: May 20, 2004

McKay Case No. 04-043

Arbitration Case No. 265

DECISION AND AWARD

**GERALD R. McKAY, NEUTRAL ARBITRATOR
SALIM TAMIMI, UNION PANEL MEMBER
DOROTHY FORTIER, UNION PANEL MEMBER
MARGARET A. SHORT, EMPLOYER PANEL MEMBER
FRANCES WILDER-DAVIS, EMPLOYER PANEL MEMBER**

Appearances By:

Employer: Stacy A. Campos, Esq.
Pacific Gas and Electric Company
Law Department
P.O. Box 7442
San Francisco, CA 94120

Union: Tom Dalzell, Esq.
International Brotherhood of Electrical
Workers, Local 1245
P.O. Box 4790
Walnut Creek, CA 94598

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STATEMENT OF PROCEDURE

This matter arises out of the application and interpretation of a Collective Bargaining Agreement, which exists between the above-identified Union and Employer.¹ Unable to resolve the dispute between themselves, the parties submitted the matter to the Board of Arbitration pursuant to the terms of the Collective Bargaining Agreement. A hearing was held in San Francisco, California on April 29, 2004. During the course of the proceedings, the parties had an opportunity to present evidence and to cross-examine the witnesses. At the conclusion of the hearing, the parties submitted written briefs in argument of their respective positions. The Arbitrator received a copy of those briefs from the parties on or before May 19, 2004. Having had an opportunity to review the record, the Arbitrator is prepared to issue his decision.

¹ Joint Exhibit #1

ISSUE

Does the assignment of atmospheric corrosion inspection at the meter set location to Meter Readers violate the Collective Bargaining Agreement? If so, what shall be the remedy?²

RELEVANT CONTRACT LANGUAGE

B. Meter Reader - 2785

1. Job Definition - A Meter Reader is an employee assigned a route of meter locations. Each meter location is visited, the meter number checked and meter dials read and recorded. Any unusual or abnormal conditions observed are reported. Meter Readers may perform electric change of party reads, gas change of party reads (non-entry, gas found on) and RGSO (read only) and special meter reads in conjunction with or in lieu of reading an assigned route with the exception of Class II adjustment reads. Completed work is submitted and other related work is performed as assigned. The following conditions are to be observed when assigning other related work:
 - (a) Training is provided.
 - (b) Meter Reader can safely perform their job duties.
 - (c) Meter Reader will not be routinely assigned work which falls within the job description of another classification, and when additional work is assigned, route sizes are taken into account. . . .
 - (f) If Union believes that additional 'other related work' merits an inequity adjustment to the Meter Reader wage rate, Company agrees to negotiate on an interim basis.

BACKGROUND

In January 2003, the California Public Utilities Commission's (CPUC) Research and Special Projects Administration, Office of Pipeline Safety and Reliability Branch of the

² Joint Exhibit #2

Department of Transportation informed PG&E that it is required to conduct atmospheric corrosion inspection on all of its exposed gas facilities, which include 4.1 million gas meters and meter sets throughout the PG&E service territory every three years.³ On June 13, 2003, the Chief of the California Public Utilities Commission Safety Branch, Ms. Zee Wong, reviewed the Employer's plan survey using Meter Readers to check for atmospheric corrosion and approved the plan conditioned on PG&E completing all of the inspections by the end of 2004 and taking corrective actions on conditions identified by December 31, 2006. These directives were given by the California Public Utilities Commission with no additional funding to PG&E for purposes of implementing them.⁴ The Employer assessed alternatives to complete the work that the California Public Utilities Commission had assigned and concluded that the only classification sufficiently staffed and positioned to visit every meter location within the required timeframe were the Meter Readers. The Employer concluded after reviewing the negotiated Meter Reader job definition that the work of atmospheric corrosion inspection was work which fell within the job definition of Meter Readers. One of the functions of the Meter Reader, as defined in the job definition, is to observe:

"Any unusual or abnormal conditions observed are reported. . . . Completed work is submitted and other related work is performed as assigned. The following conditions are to be observed when assigning other related work:

- (a) Training is provided.
- (b) Meter Reader can safely perform their job duties.
- (c) Meter Reader will not be routinely assigned work which falls within the job description of another classification, and when additional work is assigned, route sizes are taken into account."

³ Joint Exhibit #1

⁴ Joint Exhibit # 1

On December 9, 2003, the Employer asked the Union to include atmospheric corrosion compliance in the ad hoc discussion of the Department of Transportation Drug and Alcohol Testing Program (DOT) Letter of Agreement Rewrite. The Union declined to include this issue in that established ad hoc committee and requested referral to a Meter Reader committee. The Meter Reader committee met on January 21, 2004 to exchange information on the atmospheric corrosion compliance issue and discuss the Employer's plan. During the meeting, in addition to a discussion of how the process of inspection would be conducted, and how the Meter Readers would keep track of the inspection results using their ITRON devices, the Employer informed the Union that it was the opinion of the Employer's Law Department that Meter Readers would be required to come under the DOT drug testing requirements as a result of having to inspect the gas meters for atmospheric corrosion. When the Committee reconvened on February 3, 2004, the Union informed the Employer that it did not believe the inspection work fit under the Meter Reader classification, but that it should be assigned to the Fieldmen, Corrosion Mechanics and/or Gas Service Representative classifications. As a result of the disagreement between the parties with respect to the assignment of the inspection work to the Meter Readers, the matter was submitted to arbitration for resolution.

The Employer engages the services of approximately 830 Meter Readers who read gas and electric meters throughout the PG&E service area.⁵ These Meter Readers visit customer meters at least once a month to read the meters, as well as observe the condition of the meters and report the conditions to management through the computerized ITRON device so that any necessary action to effectuate repairs may be undertaken. Mr. William Hayes, the Employer's Senior Lead Director for Field and Metering Services, described the basic duties of Meter Readers in the following manner:

⁵ Transcript page 15

"Well, first and foremost, I think, is reading the meters timely, accurately, and safely. Okay. That's the first thing, to get the regular read so that we can start the billing cycle.

Secondly, is to identify any field conditions out there that would prohibit the meter from registering or be considered a hazardous condition, or something in the field that's abnormal, that they need to report and let us know about so we can get to it and resolve it.

And then periodically, we ask them to do surveying of different types, just gathering information from the field for us and, most of the time, for other departments.⁶

Mr. Hayes described a project, which had been assigned to Meter Readers in the 90's to check regulators at the meters to determine whether they were the type that would shut off in circumstances where customers used electronic ignitions in their appliances as opposed to free flowing pilot lights. According to Mr. Hayes, the Employer was aware that the valves existed but did not know specifically where they were located. Meter Readers identified them and reported this information so the regulators could be replaced. As part of this particular project, Meter Readers were taught to identify regulators in terms of the different types. He described a training class in the following manner:

"We brought in some materials and pictures. We brought in some regulators, hardware, showed them the different types, identified the K's, the H's, the moderns, just the different types, trained them on how to identify them.

And then we trained them on how to code that into the ITRON device so that we could then use that list and work from there."⁷

Meter Readers are also used in determining constants on electric meters. In this circumstance, Mr. Hayes stated, the Employer wants to verify "that the constant that is printed on the meter is

⁶ Transcript page 16 and 17

⁷ Transcript page 21 and 22

exactly the same constant that is in the accounting system and used for billing.”⁸ Meter Readers are also used on zero usage reports. These involve circumstances where the meters have not shown any consumption for a period of time. The Employer needs to know why there has been no consumption. The Meter Readers are given these accounts and asked to look around and find out what is happening at the meter site to see if there is an explanation for why there is no consumption. On a daily basis, Mr. Hayes testified:

“... as part of their job, when they identify field conditions while they’re reading their routes, broken glass, damaged meters, anything that looks not natural, not -- not right, we ask them to code that in their device, too.

And that prints out on a field conditions report.”⁹

Meter Readers are also instructed to survey their areas to determine where there are unsafe conditions that impede the ability of a Meter Reader to read the meter. In those circumstances, electronic devices are installed that permit Meter Readers to read the meters from a distance.

Mr. Hayes stated that Meter Readers have a string of routes, which remain constant on a monthly basis. He testified, “That way, they’re familiar with the territory, the customers, the dogs, and the situations that are out there.”¹⁰ He testified:

“We try to gear the routes towards about six to six-and-a-half hours of reading time, actual reading time. Now that differs depending on the type of reading.

Obviously, reading meter banks inside apartments is a little different and not so tiresome, if you will, as maybe reading walk routes, where you have to walk maybe 10, 12 miles a day.

We have drive routes, where some routes are sized at 170 meters, is all they read, because you’re driving so far between routes or between accounts.

⁸ Transcript page 22

⁹ Transcript page 23

¹⁰ Transcript page 24 and 25

So basically, we shoot for that six, six-and-a-half hours.”¹¹

Mr. Hayes explained the ITRON system, which Meter Readers use to record information. It is a hand held electronic computer device on which the Meter Readers enter the information from the meters. They also enter information about conditions of the meter, such as a meter with a broken glass. This device is then taken back to the Meter Reader's base office and the information is downloaded into the Employer's computers and distributed electronically to the appropriate source for billing or for repairs. The ITRON contains all the information a Meter Reader needs to know with respect to where meters are located and any other circumstances related to the meter, such as vicious dogs. The routes are sequenced so that the Meter Reader follows from one meter to the next in an efficient manner. Once the Meter Reader had entered the data for one account, the ITRON moves to the next account. The ITRON, according to Mr. Hayes, has been used by Meter Readers since at least 1994. When Meter Readers are asked to do various surveys for the Employer, the ITRON is reprogrammed so that the data being sought can be entered into the ITRON quickly and efficiently and then downloaded by the Employer's computers for use by those who need to know the information.

With respect to the atmospheric corrosion testing, the ITRON is programmed so that it can record the information that the California Public Utilities Commission is seeking. He stated:

“For example, with atmospheric corrosion, we would be able to identify the gas meter, the number, location, everything that you normally have just to read the meter. And then we could also give them a screen that says, ‘Atmospheric corrosion: “yes,” “no,” or maybe I couldn’t even get into it or have access, or I couldn’t see it, so I could just code it as ‘I wasn’t able to determine or see it.’”¹²

¹¹ Transcript page 25

¹² Transcript page 29

The ITRONs cost the Employer about \$5,000 a piece. Meter Readers are the only classification who work for the Employer that have these devices. Mr. Hayes stated that surveys done by Meter Readers are not done constantly but to meet a particular need based on other research the Employer has conducted. He stated:

"If you look at our workforce, meter readers are the only resource we have that are out there in the field every day, see every meter every month, and can do that pretty much in the course of their normal duties."¹³

Mr. Hayes testified that in June 2000, Meter Readers were used in the Eureka service area to check for atmospheric corrosion. In 2002, they were used in the San Rafael service area to check for atmospheric corrosion. The San Rafael Meter Readers checked 91,000 gas meters in the month of July using 22 Meter Readers. The Eureka Meter Readers check around 9,000 between 2000 and 2002. The Employer used Meter Readers in these two areas because they are close to the coastline where atmospheric corrosion occurs more frequently. The rust, which is associated with atmospheric corrosion, is brought on more readily by salty, damp conditions. At the time these Meter Readers were used to check for atmospheric corrosion, the Employer had no formal inspection program in its system at all. Mr. Hayes was asked how long it would take Meter Readers to check for atmospheric corrosion and he testified:

"And given that we're only asking the meter readers to inspect this utilizing their normal reading procedures and practices, in other words, we're not requiring they go to every meter set and touch it or move stuff away from it, all we're asking is that they go through their route like they normally would, and just, as they're reading the meter, whether it be over the fence, through the fence, or right at the meter, if they can see it enough to determine if there's corrosion, then code it.

With that kind of concept or procedure, I think the incremental difference in time is minimal. I don't think it's going to add hardly anything.

¹³ Transcript page 31

We have allocated -- looking at analysis and budget for this program, you know, we expect there might be some overtime that we might have to incur on certain days with certain routes during that month.

But it doesn't seem to me like it's going to create much of a longer day for any of them, given that we're asking them to read them in the normal sequence, normal manner that they normally read meters.

Now, if we were asking them to go to every meter set and touch it, get through the gates, get through the doors -- whatever -- shrubs, it would be a different story, but we're not doing that."¹⁴

Mr. Donald Payne testified that he is the Manager for Communications, Measures, and Compliance with the Customer Service and Revenue Support Group. He described the phenomena of atmospheric corrosion in the following manner: "Atmospheric corrosion is the chemical process that takes place on metal, that basically turns it to rust or severe rust."¹⁵ He went on to state:

"We're concerned when atmospheric corrosion gets to be severe, that is can cause degradation of our above-ground pipelines. And with the degradations, that means you have thinner wall pipe and the potential for a gas leak."¹⁶

He noted that:

"Typically, we find atmospheric corrosion to be more aggressive in areas that are along bodies of water; so, the ocean and the bay. And areas that have a higher salt content causes faster oxidation of the metal."¹⁷

Mr. Payne stated there are several ways to repair the conditions. First, the metal parts can be painted, or wire brushed and then painted, or wire brushed and taped. In other circumstances, it may be necessary to rebuild the entire set and put in new pipes.

¹⁴ Transcript page 35 and 36

¹⁵ Transcript page 45

¹⁶ Transcript page 45 and 46

¹⁷ Transcript page 46

Mr. Payne testified that prior to being informed by DOT about atmospheric corrosion testing, the Employer had no regular program to inspect all its meter sets for atmospheric corrosion. He testified that there were some localized efforts along the coast, but nothing organized and systematic. In the Monterey and San Francisco area, OM&C employees did inspections. This would include Fieldmen. The OM&C employees who did these inspections did not keep any records on which meters were checked. The inspections they conducted were simply part of their gas leak program and were done incidentally. The only records the Employer has of inspections are found in the ITRON devices used by Meter Readers in San Rafael and in Eureka. Mr. Payne testified:

"... any employee that encounters an imminent hazard in front of them has to take some sort of action. If it is not an imminent hazard, they may have -- a GSR may have reported it back up through -- as -- on their tag as needing follow-up work.

The only classification, that I'm aware of, that normally inspects and makes repairs to gas meter sets would be the gas service reps when they have occasion to turn the service valve at the meter. When they turn the service valve at the meter, part of their obligation is to bring that meter set up to standards.

Same with our transmission and regulation employees. If they do work on the larger meter sets, they will bring those up to standards as well."¹⁸

There are no other classifications that would do any systematic survey of meters to determine the presence of atmospheric corrosion, according to Mr. Payne. That is not part of the regular job duties of any other classification other than Meter Readers.¹⁹ The CUPC has imposed an obligation on the Employer to inspect every single meter, Mr. Payne stated.

¹⁸ Transcript page 49

¹⁹ Transcript page 51

Mr. Payne testified that when the Meter Readers in San Rafael and Eureka inspected the meters for atmospheric corrosion, the Employer did not subject those Meter Readers to drug testing. At the time they did the inspections, the Employer was not aware that the Department of Transportation and Pipeline Safety determined that employees who did these inspections were under the blood testing provisions of their regulations. Mr. Payne stated, “. . . based on what our knowledge was of the codes at the time, we didn’t feel we were out of compliance.”²⁰ Mr. Payne stated that other utilities such as Southern California Gas use Meter Readers to look for atmospheric corrosion. Sierra Pacific also uses Meter Readers to check for atmospheric corrosion.

Mr. Payne was asked what a gas leak survey involved. He testified:

“Leak survey is done by the OM&C department, and it depends upon what type of line that they’re surveying; it could be on a one-year survey or five-year survey, where they basically inspect all of our underground pipelines with sniffers and leak detection equipment to determine if there’s any leaks.”²¹

He stated that the leak survey includes above ground, up to the meter set, on the distribution lines, services line. The Fieldmen perform leak survey work. They follow the pipeline with their sniffers. Fieldmen report their findings with respect to the integrity of the pipelines. They also would report any other hazardous conditions they found just as every employee has an obligation to do so that works for the Employer. Mr. Payne testified that the Employer has developed an atmospheric corrosion training program where Meter Readers are shown the conditions they are expected to be looking for that requires about an hour of training.

²⁰ Transcript page 53

²¹ Transcript page 54 and 55

POSITION OF THE PARTIES

UNION

The Union stated that the Employer's business reasons for wanting to assign atmospheric corrosion inspection to Meter Readers is relevant at the bargaining table, but is not relevant in an arbitration. The fact that Meter Readers visit every gas meter once a month with a \$5,000 ITRON electronic meter reading device is not relevant. The analysis of this case must begin with the negotiated Meter Reader job description and the question, "Does performing atmospheric corrosion inspection fall within the scope of the job description?" The portion of the description that requires Meter Readers to observe "any unusual or abnormal conditions observed or reported" is a purely passive requirement. Meter Readers who happen to notice a problem must report it. This, the Union stated, is a far cry from the affirmative obligation to inspect every gas meter set to ascertain if there is surface rust or oxidation. The atmospheric corrosion inspection goes far beyond the reactive duty of reporting a problem that has been otherwise observed and cannot be said to fit into the negotiated language.

The Employer further relies on the several surveys conducted by Meter Reader classifications in the past to bolster its argument. Those surveys, the Union stated, are different from the atmospheric corrosion inspection program in two important ways. First, the work involved in those surveys was not already being performed by any other classification in stark contrast to the atmospheric corrosion inspection work, which has historically been performed by the Fieldmen classification as part of the one and five year cycle of leak surveys. Secondly, the work involved in those surveys does not cause any significant change in working conditions for

Meter Readers. The change in working conditions, the Union stated, is the fact that Meter Readers will be subject to the DOT Drug Testing Program.

The San Rafael and Eureka inspections done by the Meter Readers has no probative value. These inspections involved a minute insignificant fraction of the Employer's meters. The Fieldman classification has historically checked for atmospheric corrosion as part of their general leak survey work. For this reason, and because the Meter Reader job description does not create an overlap of job duties between the two classifications, the Employer may not assign atmospheric corrosion inspection to the Meter Reader classification as defined by the current negotiated job description. The Union cited the decision of Arbitrator Sam Kagel in Case 170 where he noted that not all work that looks like meter reading is properly performed by the Meter Reader classification. For all these reasons, the Union stated, the Employer should be prohibited from assigning atmospheric corrosion inspections to Gas Meter Readers. A simple cease and desist order is all that is required to remedy the violations since the Employer has not implemented the program at this point.

EMPLOYER

The Employer argued that inspecting meters for atmospheric corrosion falls within the Meter Readers negotiated job duties. Pursuant to the parties' negotiated job duties, Meter Readers not only read and record meter reader details of each meter located in their assigned route, but also report "any unusual or abnormal conditions observed." Throughout the years, the Meter Reader's duty to inspect meters for unusual conditions has included an assignment of a variety of inspections. Many of these concerns were of vital concern to the Employer since it

involved the safety of customers. Meter Readers are accustomed to examining meters for unusual conditions. Whether it is a broken meter glass, a damaged or bypassed meter, or a gas leak, Meter Readers are trained to report their findings in their ITRON device. The parties recognize that Meter Readers were the best-suited field classification to perform meter inspections when they negotiated duties beyond pure reading of meter dials in the Meter Reader job description. Observing and recording the presence, or lack thereof, of atmosphere corrosion clearly falls within the negotiated duties of the Meter Reader classification.

The parties' precedential decisions are further evidence that inspecting meter sets is within the parties' negotiated Meter Reader job description. The Employer cited Review Committee Decisions 1128 and 1129. In this case, the Meter Readers were asked to test the coils of polyphase meters with a magnet. The Committee in that case considered several facts, including the fact that the test required very little skill or technical knowledge, and only took a second to perform. It represented a very small part of the Meter Reader's routine. The Committee concluded that the question presented to it was "whether meters customarily look for mechanical or physical defects that might affect the proper billing of the customer." The Committee concluded that it was "part of their meter reader's routine to note in the field book any fact that might denote an infraction of a service rule, malfunction, a hazard such as a gas leak or any reason that they might note by visually examining the meter that would indicate a malfunction." That case, the Employer asserted, is directly on point with respect to the present facts concerning atmosphere or corrosion. All the Meter Reader is being asked to do is to eyeball the meter for defects.

The Employer argued that the Union failed to meet its burden of proof in the present case. The Union notes that the grievance hinges on the "express terms and historical interpretation of the negotiated job descriptions." The Employer agrees that this case requires a

simple reading of the Meter Reader's negotiated job duties. The Union believes that the Employer should assign atmospheric corrosion work to Fieldmen, but has provided no evidence that this falls within the negotiated job duties of Fieldmen. In any event, Fieldmen perform leak surveys along gas pipelines, not meter inspections. Furthermore, Fieldmen do not visit every meter every month and do not visually inspect meters as part of their negotiated job duties with an ITRON device. The Employer acknowledged that San Francisco and Monterey Fieldmen were on the lookout for atmospheric corrosion in coastal areas while performing their leak inspections. They were also advised that gas pipelines in these areas should be inspected every three years. The Employer has no record that such inspections were performed in all the coastal areas, including San Francisco and Monterey.

The record evidence demonstrates that the only classification that has performed organized, recorded atmospheric corrosion inspections is Meter Reader. The job duties negotiated by the parties for the Meter Reader classification, the precedential decisions of the parties, and the historical and open assignment of various types of surveys and inspection work at meters clearly support the Employer's position. Arbitration Decision 170 does not support the Union's grievance. The Employer is not transferring work from one classification to another. The Employer has never had a system wide, documented, atmospheric corrosion inspection program. The work has never existed and has not been performed by other classifications. The Employer noted that other utilities utilize Meter Readers to perform atmospheric corrosion inspections. The Employer argued that the Union is free to remove negotiated job duties out of classifications, but it must do so at the bargaining table. The issue of drug testing, the Employer stated, is not an issue with which the Panel should concern itself. For all these reasons, the Employer asked that the grievance be denied.

DISCUSSION

The Union argued that the Employer's decision to assign atmospheric corrosion inspection of meters to Meter Readers involved a significant change in working conditions for Meter Readers. According to the Union, assigning this responsibility to the Meter Readers subjects the Meter Readers to random urine testing under the DOT and the Pipeline Testing Program subjecting them to a new and noteworthy regulation of the off duty conduct as well as the humiliation inherent in having to urinate for your employer. The Union's argument, in essence, looks at the end result of the assignment of work rather than at the nature of the work involved and determines that because of the consequence of having to undergo urine testing, the nature of the work could not possibly be work that belonged to Meter Readers. In other words, any work that involves being subjected to urine testing for drugs is not Meter Reader work. That, of course, is not the appropriate approach that one must take in determining whether work is properly assigned to a classification or not. The consequence of the assignment of that work is incidental to the assignment, but it is not central to the question of whether the work belongs to that classification or not.

If the DOT decided to enlarge the scope of its regulations concerning employees who fall under the obligation to be drug tested to include those employees who look at meters in the process of reading them to see whether the glass is broken or there is some other obvious problem, it would be difficult for the Union to argue that under the job description in the contract and the long practice of the parties that this was not Meter Reader work. Clearly, Meter Readers have an obligation as they read the meters to inspect the meters for obvious physical problems. If the DOT extends its regulation to this process, then those Meter Readers would be subject to drug testing. The decision of the DOT to extend its regulations has nothing to do with the contractual obligations of the parties relative to what employees may perform what work. In

order to achieve the end that the Union is seeking in the present case, it would have had to negotiate language into the Agreement that said any work assigned to Meter Readers that causes them to be subject to drug testing is not work properly assigned to Meter Readers. Pushed to its extreme, if the DOT extended its requirement for drug testing to anyone who has anything to do with meters that would eliminate all the work of Meter Readers under the Union's theory. It is not the Employer that is creating a change in job conditions, it is the federal government that creates a change in job conditions.

One must look first at the language to determine whether the type of work the Employer is proposing to assign to Meter Readers is appropriately within the definition of Meter Reader work. In looking at the definition for Meter Reader - 2785, it states that a Meter Reader is an employee who visits the meters, checks the meter number, and checks the meter dials recording that information. Then it notes that it is also the function of a Meter Reader to observe "unusual or abnormal conditions." One supposes that if the Meter Reader saw that the pipe was rusted through at the meter and gas was leaking out that this would be an unusual condition, which the Meter Reader under this language would be obligated to report. The only limitation on the Employer's right to assign this kind of observation work to Meter Readers is that they provide the Meter Readers with proper training and that the work can be performed safely. Another prohibition precludes work being assigned to Meter Readers which is within the job description of another classification. If the Union believes that the other related work assigned to Meter Readers creates an inequity then they are permitted to negotiate a wage increase on an interim basis.

The work of inspecting meters for atmospheric corrosion, as described by the Employer and the documents in the record, is purely observational work. It does not require a Meter Reader to do anything to the meter or to engage in any other activity than what the Meter Reader

normally does. As the Employer's witnesses testified, the Meter Readers are not required to put their hands on the meter, or to put their hands on the pipes near the meters, or to use some other device to check the fitness of the pipes, or anything else that might normally be associated with the work that Fieldmen would do in testing for gas leaks. The only thing Meter Readers are being asked to do by the Employer is to observe the meters and the pipes attached to them to see if there is atmospheric corrosion. In order to qualify for this work, the Meter Readers are provided with a one-hour training session. The Arbitrator reviewed the materials the Employer is proposing to include in the training session and believes that after reviewing the materials that he is now capable of observing meters for atmospheric corrosion. In essence, it is not complicated, difficult, scientific work. It is simple observation work, which a Meter Reader would do normally in the regular scope of his work anyway.

The Union argued that it is not appropriate to assign these observations to Meter Readers because that is the work of Fieldmen who engage in gas surveys. The work of a Fieldman doing gas surveys, based on the information before the Arbitrator, asks the Fieldmen to follow a gas pipeline with a sniffer to determine if there are leaks. The Fieldmen do not, as a regular duty, check meters except incidentally in the course of doing their pipeline survey work. In the history of the Employer's atmospheric corrosion checking, the number of meters that have been checked by Fieldmen and the number of meters that have been checked by Meter Readers is about equal. The problem with assigning Fieldmen to perform the work is that they are not equipped, nor are they trained to make the kinds of reports that the Employer needs to have in order to comply with the CUPC directives. Fieldmen check for corrosion and leaks, tag them, and make repairs. They do not make the kind of reports, nor are they equipped to make the kind of reports, the State wants to receive from the Employer. Furthermore, there is no history of a regularized atmospheric corrosion program covering every meter in the Employer's service area. That work

has never been performed by anyone. For the Union to argue that this is work traditionally done by Fieldmen is, at best, disingenuous since Fieldmen have never done that kind of survey work.

The most persuasive evidence, however, is the Committee conclusions in Files 1128 and 1129. Meter Readers were asked to do a test, which the Committee concluded did not require much skill or technical knowledge to administer. It did not require any repair and only involved a minimal amount of time on the part of the Meter Reader to perform. The Committee concluded:

"The question here then is whether Meter Readers customarily look for mechanical or physical defects that might affect the proper billing of a customer's account. The answer to this question is: yes. It is part of their routine to note in the field book any fact that might denote an infraction of a service rule, a hazard such as a gas leak, or any reason that they might note by visually examining the meter that would indicate a malfunction. The difference between most of this and the grievance here is that in testing the coil he performs a physical act as opposed to mere observation. In short, he passes a magnet over the coil rather than just eye-balling the meter for defects."

The Panel concluded that notwithstanding the use of the magnet, the purpose of the simple test is to note malfunctions, which is no different than any other visual observation required of Meter Readers. It could not be clearer that the type of work the Employer is asking the Meter Readers to do is work that these parties have traditionally concluded belongs to Meter Readers. Meter Readers do not even have to use a magnet to observe atmospheric corrosion. The only instrument they are required to use is their eyeballs. The observation adds fractions of a second to the work that Meter Readers are required to perform. It is in every way exactly the type of work that the parties have contemplated and agreed belongs to Meter Readers.

The thing that makes the present case different than the case in File Nos. 1128 and 1129 is that when the parties decided that case in 1972, they were not faced with the issue of

mandatory drug testing as they are now. Mr. Reagan was not President and the law requiring drug testing had not been passed. Aside from that factor, the facts in the 1128 and 1129 disputes, and the facts in the present dispute, are virtually identical. As the Arbitrator pointed out at the beginning, it is not appropriate to start at the back end of the problem and work forward. In this case, the back end are the consequences of having to make that type of an inspection. One must start at the front end and determine whether the work in question is work that belongs to Meter Readers. If it does, then the back end consequence is something that, unfortunately, naturally follows. The fact that drug testing is a part of the process because the Department of Transportation made it a part of the process is not something that the Employer has any control over, nor does the Union have any control over it.

It may be that the fact that Meter Readers are obligated to undergo drug testing triggers the provisions in the Meter Reader job description that permits the Union to seek an increase in pay for Meter Readers because of the inequity imposed by having to subject themselves to drug testing. While drug testing has nothing to do with the work that they are being requested to do, it is a consequence of the work they are being requested to do. As a result, because of the burden and stress that drug testing imposes on employees in general, it may be appropriate that employees subjected to drug testing should be paid more. The Arbitrator is not concluding that the Meter Readers are entitled to be paid more; what the Arbitrator is stating is that the provisions of the contract permit the Union to raise this argument.

In summary, the evidence establishes that the work of atmospheric corrosion testing to be performed in the matter the Employer has requested is work that falls within the scope of duties in the definition of Meter Reader responsibilities. It is part of the observation work Meter Readers are obligated to do to determine whether there are defects or problems in the meters as they read them. The only additional work Meter Readers are being requested to do is to record

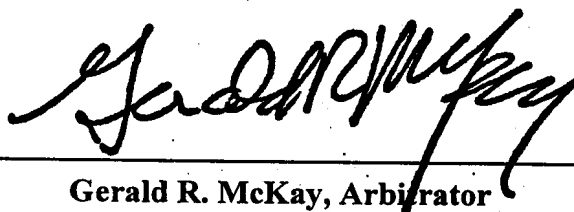
what they believe to be atmospheric corrosion in the ITRON device. The Employer's assignment of this work to Meter Readers on that basis is not a violation of the Agreement. The consequence of assigning this work results in Meter Readers being subject to drug testing because of Department of Transportation regulations. This additional burden and stress may trigger the provisions of paragraph B. Meter Reader - 2785 1(f) that allows the Union to negotiate increased benefits for employees on an interim basis. It does not, however, preclude the Employer from making the assignment of work.

AWARD

The assignment of atmospheric corrosion inspection at the meter set location to Meter Readers does not violate the Collective Bargaining Agreement. The grievance is denied.

IT IS SO ORDERED.

Date: May 20, 2004



Gerald R. McKay, Arbitrator

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ARBITRATION DECISION NO. 265

Dorothy Fortier
Dorothy Fortier – Union Board Member

~~CONCUR~~/DISSENT

6-1-04
Date

Salim A. Tamimi
Salim Tamimi – Union Board Member

~~CONCUR~~/DISSENT

6-1-04
Date

Frances Wilder-Davis
Frances Wilder-Davis – Company Board Member

CONCUR/~~DISSENT~~

5/25/04
Date

Margaret Short
Margaret Short – Company Board Member

CONCUR/~~DISSENT~~

5/25/04
Date