

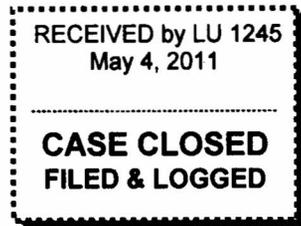


## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
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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

### Pre-Review Committee No. 19708 Energy Delivery – Gas T&D - Sacramento

Deanna Helm  
Company Member  
Local Investigating Committee

Darryl Norris  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

An Equipment Operator with 24 years of Service was terminated for failing to mark and locate (M&L) and documenting that it was done while on an active DML.

#### Facts of the Case

The grievant has 24 years of Service and was an Equipment Operator in the Gas T&D department. She was on an active DML at the time of the discharge.

On October 30, 2009, the grievant was terminated.

The grievant was responsible for marking at the locations where two dig-ins occurred.

The grievant was issued a tag then a follow up tag for the location. On the follow up tag the grievant indicated "Facility Marked". The customer sent in another follow up tag stating no clear markings and had not heard from the Company. The grievant on this tag noted "duplicate tag". A follow up request was sent by the construction company stating "Customer sees no markings, please call Hector with ETA. Crew is waiting for response." The 4<sup>th</sup> request from the construction company ..."sees no evidence of markings. Please respond ASAP." Grievant noted on that tag "duplicate tag".

On September 18, 2009, the construction began their work and struck a secondary cable. The facilities were marked but the marks were not accurate and this marking was performed by the grievant.

The grievant was assigned a re-mark Mark & Locate (M&L) and the grievant noted that the facilities were marked. On September 22, 2009, the construction company struck a ¾" steel service. The grievant responded after the dig in had occurred. She checked the clamp and put on an anode. The construction company representative stated that he observed the grievant after the dig-in down street marking the facilities.

The grievant admitted that the location had not been marked.

The grievant had a ride around with an M&L subject matter expert in March 2009. She attended a four day M&L class and passed with a 100% in May 2009.

Business Representative stated that around October 14 to 18, 2009, he, the shop steward and the supervisor had a discussion about issuing a coaching and counseling to the grievant and removing her from M&L duties.

The shop steward remembers a conversation with the Business Representative but not a meeting with him, the supervisor, grievant and the Business Representative.

The Supervisor does not recall telling the Business Representative that he would be issuing a C&C to the grievant. This information was obtained at a supplemental LIC meeting and the supervisor was asked directly by the committee.

#### Discussion

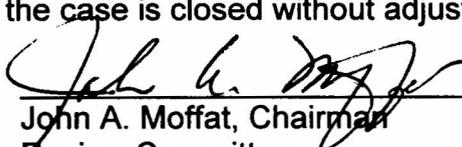
Union argued that not everyone is skilled in the mark and locate work activity. In this case the grievant was in need of training. The Union further argued that she should have been taken off this assignment due to her inability to perform this function. The Union's Business Representative said he had a deal with the supervisor in that the grievant was to be pulled off of M&L duties and given a coaching and counseling.

Company argued the grievant has been performing this work for the last year and was provided additional training in 2009. She still made multiple errors resulting in two dig-ins. She also documented that M&L was completed when it had not been done. In one case the grievant was observed marking after the dig in. The grievant was on a DML so the termination is appropriate. There is no evidence to the fact that any deal was made with the Supervisor, Business Representative and Shop Steward for the action in this case be a Coaching and Counseling.

Decision

The Union believes that the argument that a "deal is a deal" is applicable in this case. The Company indicates that the supervisor does not recall making such a deal and the Union does not have any agreement in writing from the Company or any corroboration that such a deal was made by the parties.

The grievant in this case had the training, made errors resulting in dig-ins and documented M&L work that was not done. The parties agree that the discharge was for just cause and the case is closed without adjustment.

  
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John A. Moffat, Chairman  
Review Committee

4/22/11  
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Date

  
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Bob Choate, Secretary  
Review Committee

4/22/11  
\_\_\_\_\_  
Date