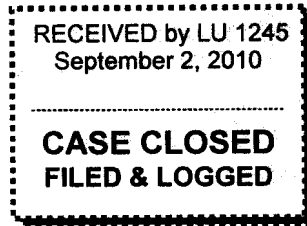




REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CA 94177
(415) 973-6725



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

JOHN A. MOFFAT, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

BOB CHOATE, SECRETARY

Pre-Review Committee No. 20097 Customer Care – Gas Service - Sacramento

Marlene Brock
Company Member
Local Investigating Committee

Darryl Norris
Union Member
Local Investigating Committee

Subject of the Grievance

Timeliness of a grievance filed on an employee's requirement to meet the conditions in Section 3.5 of the Agreement.

Facts of the Case

On March 2, 2010, the Company received Grievance No. 20072. On March 9, 2010, the Company responded that the waiver of the provision of Section 3.5 of the Agreement is not a proper subject of the grievance procedure and that the grievance was not timely filed and closed the case.

On March 10, 2010, the Union filed another grievance challenging the closure of the previous case.

On January 15, 2010, the grievant was emailed a job offer which included the residence requirement statement.

On January 25, 2010, the grievant received an email confirmation of the job award including the statement regarding the residency requirement.

On February 17, 2010, the grievant signed the "Troubleman/Gas Service Person Residency Requirement Form" which indicated that he would comply with the requirements of Section 3.5 of the Agreement.

On April 10, 2009, the grievant received an email confirming the residency requirement.

In 2006 the grievant was informed that his residence was outside of the required 30 minute response time.

Discussion

The Union argued that this is a continuing grievance. The Union was trying to gain the Company's agreement that the residence requirements did not apply to the grievant and the Union should not be barred from filling a grievance due to their effort to work things out.

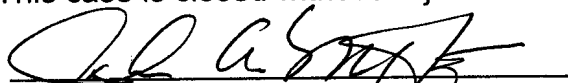
The Company argued that the grievant was well aware of the requirement and was told on a number of occasions. The Union was also aware and there was no agreement to waive any of the contractual time limits. The grievant signed the "Troubleman/Gas Service Person Residency Requirement Form" when he was awarded the position.

Decision

The parties agree that the grievant was aware of his responsibilities and if he does not move to meet the requirement he should be removed from the classification in accordance Section 206.15 of the Agreement.

Since there was no explicit waive of the time limits the grievance would not be timely filed.

This case is closed without adjustment.



John A. Moffat, Chairman
Review Committee

8/27/2010

Date



Bob Choate, Secretary
Review Committee

8/27/2010

Date