

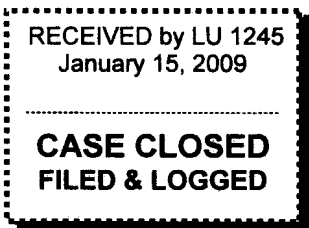


PACIFIC GAS AND ELECTRIC COMPANY
 P.O.Box 770000
 San Francisco, CA 94177
 (415) 973-6723

JOHN A. MOFFAT, CHAIRMAN

DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

REVIEW COMMITTEE



IBEW



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. 17441 Meter Reading – Area 5

Margaret Franklin
 Company Member
 Local Investigating Committee

John Mendoza
 Union Member
 Local Investigating Committee

Subject of the Grievance

The Company's termination of an Apprentice Equipment Mechanic who was temporarily placed as a Meter Reader and failed to comply with the requirements of the Return to Work Process

Facts of the Case:

The Grievant was informed by the Company in written letter and by telephone of the Return to Work Requirements. The language contained in the letters is taken directly from the Letter of Agreement, 06-06. Timeline Requirements described were within 20 days following the date the RTW Consultant notifies the employee of the Physician's written report, the employee shall: (1) submit bids and transfers to all alternate classifications approved by Physician. and 2) schedule and take all qualifying tests required for each classification identified, if not already test qualified, and (C) within 20 days of becoming eligible to retake a test, the employee shall schedule and retake all tests for which the employee did not obtain a qualifying score, unless the employee is no longer eligible to take the test." This same language was also in the February 22, 2007, letter to the grievant. Further, the August 10, 2006, letter was reviewed with Grievant line by line by Return to Work Consultant.

The grievant was honest about not noticing the date of the letter stating that if he didn't take the Tech test by March 13th he would be terminated. His supervisor at the time also didn't notice that the date of March 13th was a date that would lead to the grievant's termination. The consultant who was working with the grievant did keep in contact with him and guided him through the process. The grievant was not contacted about not taking the test because the consultant did not have a valid phone number at that time. The grievant failed to take the test as required by the Return to Work program.

The supervisor stated that the grievant was a good employee and did a good job as a Meter Reader. The Company could not place the grievant into a regular Meter Reader position since the parties agreed that future Meter Reader vacancies will be filled by current Meter Readers or Hiring Hall Meter Readers.

Discussion

The Company argued that the grievant was provided written notice that failure to comply with the requirements of the Return to Work program would result in termination. The required action and the March 13th deadline were clearly stated in the opening of the written notice. The grievant acknowledged that he received and read the letter of February 22nd, and it was the grievant's responsibility for understanding his obligations under the Return to Work program.

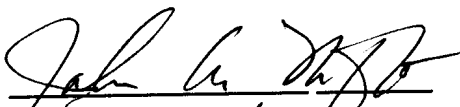
The Union argued that prior to this final notice, the grievant had complied with all requirements of the Return to Work program. The Company only provided the one written notice in February and at no time contacted the grievant to ensure he understood the requirements. The grievant's supervisor did not even notice the deadline date of March 13th. In addition, the grievant was actively working in a temporary position and could have been easily reached by contacting his current supervisor.

Decision

No violation of the Agreement occurred and the Company followed all of the proper procedures but with unintended consequences in this case. The parties are in agreement that the employee was properly terminated but should be given a second chance. Company agreed to offer the grievant a position in the Stockton area as a Meter Reader with the understanding that SmartMeter deployment is already underway and the grievant will be impacted in 2009. The grievant will be returned without back pay or benefits but will keep his original employment date. This case is closed without further adjustment.

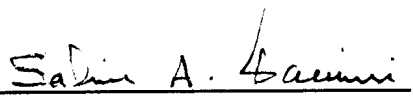
For the Company:

John A. Moffat
Gayle Hamilton
Dave Morris
Malia Wolf

By: 
Date: 1/14/2009

For the Union:

Bob Choate
William R. Bouzek
Louis Mennel
Karen Russell

By:  For B.C.
Date: 01-14-2009
P.Z.