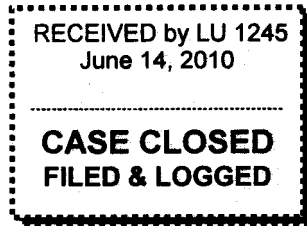




## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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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 MOFFAT, CHAIRMAN

BOB CHOATE, SECRETARY

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

**Arbitration Case No. 296**  
**Review Committee No. 19166**  
**Customer Care – Field Service - North Bay**

Carol Quinney  
Company Member  
Local Investigating Committee

Joe Osterlund  
Union Member  
Local Investigating Committee

**Subject of the Grievance:**

A Gas Service Representative with 30 years of Service was terminated for a second DOT positive based on a shy bladder determination.

**Facts of the Case:**

The Grievant is a Gas Service Representative with 30 years of service. The Grievant had a previous shy bladder incident resulting in a DOT positive.

The Grievant has been tested since his first shy bladder and had three negative tests. The Grievant was also seeking treatment by a therapist.

The Company determined that the Grievant was not able to produce an adequate amount of urine for the test and the Company referred the Grievant to a physician to conduct a shy bladder evaluation. That a physician determined that the Grievant had a legitimate medical reason for being unable to provide an adequate specimen. However, the MRO determined that there was no medical reason for his failure to supply an adequate specimen. The Company maintains that it followed the DOT guideline for shy bladder.

The shy bladder is considered a positive test and this was the employee's second shy bladder positive which resulted in his termination.

**Discussion:**

The Union argued that the employee has an issue with urinating in public places. The employee has sought treatment for his shy bladder and the employee has not demonstrated any behavior that indicated drug use and that in fact the supervisor reported that the employee had demonstrated very good work performance.

The Company argued that the guidelines are clear and that the Company followed the DOT procedures, as well as the terms of the Letter Agreement and at the time had no choice but to remove the employee from a DOT covered classification.

Decision:

The parties without prejudice to either's position agree to look for a non DOT covered position for which the Grievant is qualified for and to place him into that position. The placement will be into an unrestricted appoint (URA) but if a URA is not available then the placement may require a letter agreement to execute.

The Grievant will be returned without back-pay or benefits but will retain his service date.

The parties will have up to 120 days to find a position. If a position is not found in those 120 days then this case will be referred back to Arbitration.

**For the Company:**

John Moffat  
Gayle Hamilton  
Dave Morris  
Mike Savage

**For the Union:**

Bob Choate  
William R. Bouzek  
Louis Mennel  
Karen Russel



John A. Moffat, Chairman  
Review Committee

6/4/10

Date



Bob Choate, Secretary  
Review Committee

6/4/10

Date