



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.
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(707) 452-2700

ROBIN WIX, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE., SECRETARY

Review Committee Number 22141 Electric Operations – Electric M&C – Eureka

Deanna Helm
Company Member
Local Investigating Committee

Sonny Hollesen
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the removal of a Pre-Apprentice Lineman from the Pre-Apprentice Line Worker (PALW) training program and subsequent discharge from the Company.

Facts of the Case

The grievant was a Pre-Apprentice Lineman with 12 years of service and had no active discipline at the time of his removal from the Pre-Apprentice Lineman classification.

The grievant entered into the PALW program on July 23, 2012. The grievant held the classification of Meter Reader prior to becoming a Pre-Apprentice Lineman. He was released from the PALW program on June 11, 2013. Requirements for removal from the PALW program are provided for in Letter Agreement 10-50 which states in part:

"T200 employees, who bid into the Pre-Apprenticeship classification and drop out of, fail to successfully pass a component of, or are released from the Pre-Apprenticeship Program after six months in the classification, will be subject to Section 206.15 of the Physical Agreement."

"The decision to release employees from the Pre-Apprenticeship Program will be made by the Company with a recommendation from a local committee made up of one Union and one Company representative. This provision does not impact the union's right to grieve such regular status employee's removal."

Following the grievant's removal from the PALW program on June 11, 2013 he was notified he was being given 30 days to conduct an internal job search to secure another position within the Company. The grievant was released from the Company for failure to obtain another position through bidding or an unrestricted job posting on July 22, 2013.

Discussion

The Union argued that the grievant's release from the PALW program was without sufficient cause. The Company's decision to release the grievant was based on hearsay of a few co-workers which

was not thoroughly investigated to determine validity of the feedback. The Union further argued that the PALW Local Review Committee provided a review of the grievant's performance in January 2013 that documented the Company's agreement that he was "meeting all program requirements". Additionally, all of the weekly ratings provided by the supervisor in the grievant's OJT Journal support that the grievant was meeting, and in most cases exceeding, performance and conduct requirements week after week up until his release in the 11th month, one month short of his concluding his pre-apprenticeship. The Union further argued 3 Crew Foreman, who had a combined total of over 100 years of Company service, provided written statements to the Local Investigating Committee which fully supported the grievant's skills and abilities as a pre-apprentice lineman. The Union argued that the Company did not clearly and timely communicate to the grievant any ongoing deficiencies in his performance or conduct that would result in his being released from the program, and in fact he was allowed to believe he was doing well based on his weekly ratings from his supervisor. The Union argued that the grievant should be reinstated with back-pay and allowed to enter the T200 Lineman Apprenticeship as he had completed 11 of the 12 months of his pre-apprenticeship when he was removed.

The Company argued that all employees entering the pre-apprentice lineman classification are provided clear expectations regarding the purpose of the program which is to *"assess the Pre-Apprentices ability to gain, retain, and demonstrate knowledge, skills, abilities and attitudes that are critical in becoming a safe, competent, and productive Apprentice then Journeyman Line-Worker"* as outlined in the Overview of Pre-Apprentice Lineman Program documentation. The grievant failed to consistently perform in a manner that met the requirements of the program. The Company further argued that the pre-apprentices are provided notice that *"Failure to meet any of the requirements and expectations of the Pre-Apprentice Program will result in a determination of unsuitability. A determination of unsuitability is grounds for immediate removal from the Pre-Apprentice program..."* The Company argued that the information gathered regarding the grievant's performance and conduct was reviewed and given careful consideration prior to his release.

Decision

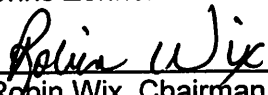
This case has been discussed extensively at each step of the grievance procedure, giving careful consideration to all facts and documentation provided in the LIC report. The Committee agrees to close this grievance by reinstating the grievant under the conditions below.

- Reinstatement as an Apprentice Lineman
- Grievant will be returned to his prior reporting HQs
- No back-pay
- No back benefits
- Seniority reinstated to original date of hire
- Grievant releases the Company from any legal action related to his release or reinstatement

The agreement to reinstate, and the terms of the reinstatement, are made without prejudice or precedence and are specific to the facts of this case only.

For the Company:

Laura Sellheim
Rod Williams
Chris Zenner


Robin Wix, Chairman

Review Committee

11-12-15
Date

For the Union:

Robert Mohler
Karen Russell
Andrew West


Kit Stice, Secretary

Review Committee

11-12-2015
Date