



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
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CLAIRE IANDOLI, CHAIRMAN

KIT STICE, SECRETARY

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

### **Review Committee Number 23250 Electric Operations- Electric M&C- Cupertino**

Yvonne Bradley  
Company Member  
Local Investigating Committee

Casey Salkauskas  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns a Written Reminder issued to a Lineman in the Electric M&C Department for leaving a job site with grounds still on, leaving equipment and materials on-site and leaving the job while customers were without power.

#### Facts of the Case

The Grievant is a Lineman with approximately 10 years of service who had no active discipline at the time the Written Reminder was issued.

On May 4, 2015, the Grievant was assigned a regular job changing out a transformer in Sunnyvale. There was a 9:00 a.m. clearance. The crew consisted of the Grievant, an Electric Crew Foreman (ECF) and an Apprentice Lineman. When the crew arrived at the site they discovered one of the clearance points was leaking oil and they would need to move the clearance point and location. The ECF saw that oil had damaged the semi-con on the cable and the insulation was green. It needed four splices and four elbows. In short, discovery of the oil changed the scope of the job.

An Electric M&C Supervisor arrived at the site at approximately 7:00 p.m. The ECF informed the Supervisor that where they were digging had significant tree roots and caused trouble for them digging into the sidewalk. The Supervisor contended there wasn't a lot of work left and that he and the Grievant could complete the job, and the Apprentice should be released to go home before 11:00 p.m. in order to avoid a half-day rest period. The ECF informed the Grievant that the Apprentice would be released before 11:00 p.m. The Grievant then expressed his concerns to the M&C Supervisor about the amount of work that needed to be done and stated that the Apprentice should remain for the completion of the job. The Grievant stated to the M&C Supervisor, "If it is not safe I won't do it and will call in sick." He informed the Supervisor he had not been feeling well all day and was sticking it out to get the job done but, with only 2 guys, he would be left doing all the work. The Grievant then told the ECF that if the Supervisor was not

keeping the Apprentice then he was not feeling good and was leaving. According to the Grievant, "he was not cut-in anymore" and returned to the yard.

#### Discussion

The Union argued that the M&C Supervisor created a situation in which crew members felt they were unable to continue working safely. They stated they needed a three person crew yet the Supervisor released the Apprentice Lineman anyway. They reported that other contract personnel were still working in the vicinity and between clearance points, so grounds left in place and not reporting off until the job was complete was necessary and satisfactory. They argued the crew did not violate any procedures and at no time left the public at risk. The Union further argued that the Supervisor remained at the site the entire evening and in fact, called out a three person crew to complete the work.

The Company argued that the Grievant admitted during the LIC that "He was OK with three guys but if there were only 2 guys, he would be left doing all the work." He reminded the ECF that if the M&C Supervisor "was not keeping the Apprentice then he was not feeling good and was leaving." Management perceived the Grievant's statement to be a threat to leave work because he did not agree with the Supervisor's direction to release the Apprentice. The Grievant did in fact leave the site claiming he was not cut-in anymore.

The Committee also recognizes that in 2013 the Company entered into Letter of Agreement 13-05 to support making safety the most fundamental and critical element of how PG&E conducts its business. These safety principles emphasize building a trust based culture, encouraging open and honest communication, understanding underlying causes in order to prevent recurrence, treating safety incidents as learning opportunities, increasing recognition and rewarding of safe behavior, and adopting a behavior-based approach to discipline which decreases the emphasis on discipline.

#### Decision

Under the Company's safety principles, discipline for safety-related incidents will only be considered when an employee acts in a reckless manner, demonstrates a pattern of carelessness or non-compliance, puts themselves, their co-workers or the public at risk by intentionally violating a Key to Life, or violates the Code of Conduct. The Committee agreed that the Grievant should not have threatened to leave because of the additional work but giving the Grievant the benefit of the doubt that he was sick, Committee recognizes that the Grievant did not act in a reckless manner, or demonstrate a pattern of recklessness or non-compliance or intentionally violate the Keys to Life or the Code of Conduct. As such the discipline should be removed from Grievant's file. This case is closed without prejudice or precedent.

#### **For the Company:**

Claire landoli  
Rod Williams  
Tanya Moniz-Witten  
Chris Zenner

#### **For the Union:**

Kit Stice  
Robert Mohler  
Karen Russell  
Andrew West

Claire Ier 10/26/16  
Claire landoli, Chairman Date  
Review Committee

Kit Stice 10-26-16  
Kit Stice, Secretary Date  
Review Committee