



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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WALNUT CREEK, CA 94598
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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

CLAIRE IANDOLI, CHAIRMAN

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

KIT STICE, SECRETARY

Review Committee Numbers 22808, 22852 and 22930 Gas Operations-Gas Service- Diablo

Brenda Legge
Company Member
Local Investigating Committee

Anthony Brown
Union Member
Local Investigating Committee

Subject of the Grievance

This involves three cases: Grievant was issued a Written Reminder for an avoidable automotive incident (#22852); Grievant was demoted from a Gas Service Representative position due to her continued poor driving performance (#22808); and Grievant was terminated due to an unsuccessful job search and inability to find an alternate position following her demotion (#22930).

Facts of the Case

The Grievant was hired on September 29, 2003 as a Gas Service Representative. The Grievant was issued a written reminder for an avoidable automotive incident which occurred on October 4, 2014. There is no dispute of the facts related to the automobile incident. The Grievant was then verbally advised on October 15, 2014 that she was being demoted because of the significant portion of her job which involved driving and her continued unsafe driving habits. As a result of the notice of demotion under Section 206.15 of the contract between the parties, the Grievant was given 30 days to find another job in the Company which was ultimately extended to a total of 86 days prior to being terminated for failure to obtain an alternate position.

Discussion

The Union contended that the Company's action were unjust given the Company's failure to place the Grievant in a position in accordance with 206.15. Further, according to the Union, the timeline imposed by the Company for the Grievant to find another position was arbitrary and unsupported by any agreement between the Company and the union regarding the demotion process. The Company contended that a significant portion of Grievant's position was driving, and based upon Grievant's prior driving record, demotion was considered appropriate. Further,

the Grievant was provided every opportunity—86 days in total—to find another job in the Company but she did not fully avail herself of the many opportunities given to her to search for another position.

Decision

Based upon the specific facts of these cases, the parties agreed to an equity settlement. The Grievant will be reinstated, as a GC Utility Worker (located at 4801 Oakport Street in Oakland) without back pay (straight or overtime) and with her full seniority intact as of September 29, 2003. The Grievants' reinstatement will be contingent upon her timely and successful completion of all pre-employment testing including alcohol and drug screening. The Grievants' right to reinstatement is also contingent upon her reporting to work within 5 business days of being notified that she has successfully passed all pre-employment testing. Upon reinstatement, the Company will restore any sick leave balance that Grievant had on the date of her termination.

The Committee further agrees that if the Grievant fails to be reinstated to her position due to her failure to pass pre-employment testing and/or failure to timely report to work, PG&E will have fulfilled its obligations to the Grievant and nothing further will be required of PG&E.

These cases are closed based upon the foregoing and are non-precedent setting.

For the Company:

Claire Iandoli
Rod Williams
Tanya Moniz-Witten
Chris Zenner

Claire Iandoli 7/21/16
Claire Iandoli, Chairperson Date
Review Committee

For the Union:

Kit Stice
Robert Mohler
Karen Russell
Andrew West

Kit Stice 7/21/16
Kit Stice, Secretary Date
Review Committee