

International Brotherhood of
Electrical Workers
Local 1245

and

Pacific Gas & Electric Company

Review Case #818
East Bay Division Grievance
L.I.C. No. 1-68-7

Arbitration Case #30

Issue: Was the discharge of
grievant on May 24, 1968, in
violation of the Clerical
Agreement dated September 1,
1953, as amended?

Date of Opinion: July 15, 1969

Grievant was first employed by the Company on December 9, 1963, and at the time of his discharge, his classification was that of Customer Services Clerk. The remedy sought by the Union was reinstatement with back pay.

DISCUSSION

On May 24, 1968, another Customer Services Clerk stated she received a call from a customer saying she (the customer) had called the Company and had been answered by someone who was drunk and rude and who swore at her. This same Clerk also stated that the grievant, that morning, was disheveled, held his stomach and mumbled. She had been within two or three feet of grievant and he appeared to her to have been drinking.

Another Clerk stated the grievant, holding on to his stomach, asked him to tell the supervisor that he (grievant) was going home. This Clerk - also from two or three feet away - said it appeared to him grievant smelled of alcohol. Another co-worker stated grievant appeared sloppy to him, and from the smell of alcohol emanating from grievant, the co-worker felt grievant was drunk and not fit to work.

Two supervisors went to grievant's home. Grievant was just arriving and reported he had been to the doctor - could not remember doctor's name. Supervisors stated grievant smelled of alcohol; his clothes were a mess; he weaved as he talked; he spoke irrationally and his speech was slurred.

The person who drove grievant home was a neighbor of his. He said he noticed nothing which would indicate grievant was drunk.

Because of the above events and despite an above-average performance record, grievant was discharged. Company's decision to discharge grievant was based on the necessity for proper attendance on the part of Customer Services Clerks. Company maintained it takes a long time to train such Clerks and if Clerks are unduly absent, an unfair burden is placed upon other Clerks and ultimately customers suffer. Company stated grievant's attendance record was unacceptable as compared with the other employees.

In addition, Company took into account two prior incidents. Three years previous, grievant had been drinking on the job and had received a two-day suspension therefor. A month before grievant was discharged, he had

called in "sick" and stated he was going to the doctor. Company personnel went to a bar near the office and found grievant there, shaking dice, and with a drink in front of him. Grievant said, regarding this incident, that he was waiting for his ride to the doctor.

Grievant was asked at that time whether he was an alcoholic and did he wish a leave of absence to clear up his problems. Grievant denied being an alcoholic and refused the leave of absence. Company, therefore, gave him a letter of reprimand, advising him to improve his attendance and/or seek necessary medical attention.

SUMMARY

The evidence concerning grievant's intoxication on the day he was discharged was overwhelming.

Given the fact that grievant reported for work in an intoxicated condition, the discharge was justified. He had been cautioned three years previous. He obviously was well aware of the fact that in dealing with the public he had to present a sober appearance over the telephone. It must be assumed he was aware of the Company's standards concerning drinking as well as its standards concerning unauthorized or self-induced absences because of alcohol.

Grievant's own testimony indicated he believed he had been discharged because of his race. Nothing in the record indicated discrimination was involved in his discharge. Grievant himself did not offer any evidence for such a belief.

Union had urged that grievant be offered a leave of absence. Since Company had offered such a leave of absence and grievant had turned the offer down, Company was not obligated to grant such a request later.

DECISION

Grievance is denied. Discharge is sustained.

BOARD OF ARBITRATION:

Sam Kagel, Chairman
Lawrence N. Foss, Union Member
(Dissent)
Kenneth O. Lohre, Union Member
(Dissent)
I. W. Bonbright, Company Member
(Concur)
R. F. Pape, Company Member
(Concur)