



ISSUE:

This case deals with two grievances. The first issue is whether the discharge of [REDACTED] A [REDACTED] was for just cause. If not, what shall the relief be ?

Issue two: Was the discharge of [REDACTED] P [REDACTED] for just cause ? If not, what shall the relief be ?

BASIS FOR DISCHARGE:

Both A [REDACTED] and P [REDACTED], were discharged for leaving their places of work without permission, performing personal work during work hours without permission and falsifying timecards and Company records; that these offenses took place over a three-day period, June 14, 15 and 16, 1972; that the two men returned at various times to their apartments and "timed out" their service tags to indicate work performed while they were in fact at home.

A [REDACTED]'S CASE:

He was employed on July 23, 1964, and was discharged on June 21, 1972. The record in this case, namely, the testimony of the witnesses for the Company and Avery's own testimony, establishes the fact that Avery did know of the necessity of accurately completing service tags; that he was absent without permission from his assigned

places of work on June 14, 15 and 16, 1972; that A [REDACTED] falsified at least 18 tags, apparently in an attempt to conceal the unauthorized absences. In short, the Company established by credible evidence the basic charges against A [REDACTED].

**P [REDACTED]'S CASE:**

P [REDACTED] was employed on May 13, 1965 and became a Serviceman on May 22, 1972, and was discharged on June 21, 1972.

The record in this case establishes that P [REDACTED] was warned on February 11, 1972, that further absences from his assigned work place without permission could result in further disciplinary action; that on June 14, 15 and 16, 1972, he was absent without permission from his assigned place of work; that on those days he falsified some service tags in an attempt to conceal the unauthorized absences.

**BASIC CONTENTION OF UNION:**

The Union states its position as follows:

"(1) Even if all facts were decided in favor of Pacific Gas & Electric Company, the imposition of discharge is unwarranted and totally inconsistent with the punishment meted out for more

aggravated similar conduct in the past. (2) In light of past Company practice of giving only warnings for the first instances of misconduct of the type complained of here, the reason for imposing discharge must be other than those stated by the Company to form the basis of its actions against the grievants. Any reasons other than those stated may not be taken into account to determine whether or not the Company had 'just cause' for its actions." (Un. Brief pg.1-2)

Mc [REDACTED] CASE:

The Union offers the Mc [REDACTED] case as an indication that prior to a discharge warnings are given. This case indicates that the matter of warnings was not in itself a final factor in the consideration of the Arbitrator sustaining the discharge in that case. That discharge was sustained upon the facts which the Arbitrator found to exist in the record which he believed constituted support for the Company's action in discharging Mc [REDACTED].

M [REDACTED] CASE:

In the M [REDACTED] case the Union contends that M [REDACTED] receiving written warnings and oral warnings and that finally the discipline imposed by the Company and sustained by the Arbitrator was demotion from Gas Service-

man to Gas Helper rather than discharge.

According to the Company M██████'s activities related to a small amount of time in a single day in contrast to the time illegally absent from work of the Grievants in the A██████ and P██████ cases; that if an analogy is proper, M██████'s conduct was not aggravated misconduct, but was more in the nature of a misdemeanor as contrasted with the aggravated misconduct of the Grievants in this case which is more analogous to a felony.

In the M██████ case the Company had demoted M██████ from a Gas Serviceman on the grounds that he had failed to demonstrate a degree of "reliability, responsibility and trustworthiness which is essential for Employees in that classification".

The Board's opinion in the M██████ case relied largely, if not solely on the evidence regarding events occurring since the day the Grievant attended remedial class; that at that class he was told to fill out his tags accurately; that notwithstanding this reminder, no more than two weeks passed before Maloney admittedly falsified time on a tag; that he acknowledged the falsification and was specifically warned in writing that "future lapses of this nature or disregard of the instructions contained herein will result in appropriate disciplinary measures being taken."

Every case must be settled, of course, upon its own set of facts as found by the Board of Arbitration. At most what prior arbitration cases can offer relates at most to persuasion but is not necessarily a binding precedent.

**SUMMARY:**

In the case of A [REDACTED] the record is very clear that over the period of time involved he did violate his responsibilities and that the Company did prove its charges against him. No mitigation is apparently proper in his case. He had been a Serviceman for a relatively long period of time. Considering his total length of service with the Company, he was aware of the rules and regulations. It is clear that he conducted himself in a planned manner designed to use time properly belonging to the Company for his own purposes. The Board gives no weight to the question of his arrest and conviction on narcotic charges since this was not one of the stated reasons at the time of his discharge for the discharge.

In the case of P [REDACTED] he was a Serviceman for a very short period of time, maybe three months. He had been warned previously and yet continued to violate his responsibilities. He failed to assume the responsibility of a Serviceman. However, in his case it would seem more

appropriate that some action other than discharge would be in order, based on his total length of service and the very short period he was a Serviceman.

DECISION:

1. The discharge of [REDACTED] A [REDACTED] was for just cause and is sustained.

2. The discharge of [REDACTED] P [REDACTED] shall forthwith be reduced from a discharge to a demotion to a Helper within the Company. He shall receive all of his rights under the Agreement but no back pay.

Sam Kargel Concur/Dissent Oct 29, 1973  
Chairman Date

Laura M. Jones Concur/Dissent 10-31-73  
Union Member Date

Ben Van Dyle Concur/Dissent 11/10/73  
Union Member Date

W. Benbright Concur/Dissent 31 October 1973  
Company Member Date

[Signature] Concur/Dissent 11/2/73  
Company Member Date