



REVIEW COMMITTEE

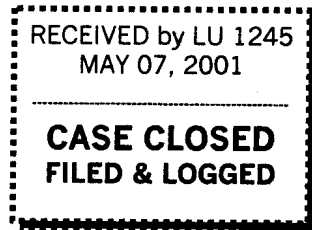
IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4282

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

Pre-Review Committee No. 12198

Karen Savelich
Company Member
Local Investigating Committee

Lula Washington
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the discharge of a Service Representative from the East Oakland Office for cashing employee personal checks, failing to timely deposit collections, and for using Company funds for personal use.

Facts of the Case

The grievant worked as the Office Cashier in East Oakland from March 1980 until her discharge on October 27, 2000.

In September 2000, a temporary supervisor in the East Oakland office was preparing to turnover responsibilities to a new supervisor who would be regularly assigned to this office. In so doing, the temporary supervisor noticed some irregularities with deposits. She scheduled a meeting with the new supervisor and the Office Cashier for September 21. During the meeting the Office Cashier stated she had not deposited the collections of September 1, a sum of approximately \$26,000. The Cashier retrieved the money from a canvas bank bag in her purse which was stored in a credenza in the cashier's office. The meeting was halted at that point and the grievant suspended.

On September 22, the grievant was interviewed by Corporate Security. During the interview the grievant admitted withholding from deposit the September 1 collections totaling \$26,858. Grievant further admitted using \$3,000 of the money to meet some personal obligations related to a real estate transaction. She had paid the \$3,000 back before the interview.

The grievant had not deposited the money, even though it was all again intact, because a new Office Cashier had reported to the office so the grievant had no way of making the deposit without being found out.

A subsequent audit of the office fund revealed that between January 2000 and September 2000 there were 60 documented occasions when the daily collections were not deposited in a timely manner. The deposit delays ranged from six to 18 days and ranged from \$22,000 to \$106,000. A further audit indicated that delayed deposits also occurred throughout 1999. It was determined, however, that no funds were missing.

In the course of this investigation, the grievant indicated she was holding two personal checks for another employee totaling \$570 and that she had covered those checks with her own personal funds. She stated she cashed checks for employees ranging from \$20 to \$800 and when employees told her they had insufficient funds to cover the checks, she corrected the situation by taking funds from a more current day's receipts and applying them to the earlier day's receipts that was short of cash. At the time of the interview with Security, the grievant was holding two checks totaling \$570 written by one employee. That employee was also discharged.

By letter dated November 24, 1997 the practice of cashing employee personal checks for cash was discontinued citing the unacceptable number of returned checks for insufficient funds and the availability of automatic teller machines (ATM's).

The Local Office Money Management Guide requires that collections be deposited no later than the workday following collection. This Guide applies to all offices within the Company.

Discussion

Union argued that given the grievant's long service, clean record, and the fact that there was no money missing, discharge was too severe. Union further argued that the grievant is entitled to \$570 as she covered the personal checks of the other employee and the other employee eventually wrote the Company a check that was deposited into Company funds. Therefore, Company has been paid twice.

Company responded that Review Committee Decision 1451 and 1452 which is referenced in the Positive Discipline Agreement, states that theft of cash will result in discharge without giving consideration to mitigating factors. Delaying of deposits, holding checks while giving the cash, and utilizing Company funds for personal use are all examples of theft of cash within the meaning of the Review Committee Decision and therefore the discharge was for just and sufficient cause.

Decision

The PRC agrees that discharge was for just and sufficient cause. Company agrees to audit the records to determine if the Company has been overpaid by \$570. If so, it will pay that amount to the grievant.

This case is closed without further adjustment.

Margaret Short

Margaret A. Short, Chairman
Review Committee

5/7/01

Date

Sam A. Tamimi

Sam Tamimi, Secretary
Review Committee

5-7-2001

Date