



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
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ROBIN WIX, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

### Pre-Review Committee Number 22370 Gas Operations – Gas Field Services – San Jose

Jodi Baxter  
Company Member  
Local Investigating Committee

Casey Barker  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the discharge of a Gas Service Representative (GSR) for stealing prescription medication from two different customers and disclosing one customer's personal information to his wife.

#### Facts of the Case

The grievant is a GSR with 22 years of service and no active discipline at the time of the incident. The grievant was discharged on January 4, 2014, following a Corporate Security Investigation that found the grievant violated the Employee Code of Conduct.

On July 11, 2013, the Company received a customer complaint via a Call Center generated Help Ticket claiming that the grievant stole a bottle of prescription medication (Hydrocodone) from the customer's house. Corporate Security investigated the incident and was unable to substantiate the customer's complaint and closed the investigation as such.

On September 11, 2013, the grievant's supervisor received a second Help Ticket in which an unrelated customer made similar allegations against the grievant. The customer stated that the grievant stole several pills from her prescription medication bottle (Hydrocodone) while at her home to investigate a possible gas leak. Corporate Security initiated an investigation, and based on the similarities between this new complaint and the prior complaint from the first customer, it also reopened the first investigation.

On September 13, 2013, while the Company conducted its investigation, the grievant was placed on crisis suspension based on the allegations of theft. On Monday, September 16, 2013, the grievant went out on a personal medical leave and did not return until November 18, 2013.

On September 16, 2013, the second customer contacted the Corporate Security Investigator to report that the grievant's wife had come to her home and attempted to apologize to the customer on behalf of her husband and bribe her with \$500. When asked how she found the customer, the grievant's wife told the customer that she got her name and address from her husband (the grievant).

Discussion

The Union argued that the Company failed to present the two complaining customers at the Local Investigating Committee meeting so that the Union would have an opportunity to ask them questions and determine the credibility of their allegations of wrongdoing against the grievant. Union argued that without such an opportunity the Company is requiring the Union to accept the Company's hearsay evidence, which constitutes the basis for its entire case against grievant, at face value. This undercuts the Union's ability to competently represent grievant. Moreover, the Union argued that PRC 1468 and Arbitration No. 293 provide precedent that the grievant has a due process right to face his accuser(s).

The Company argued that both PRC 1468 and Arbitration No. 293 involved witnesses who were PG&E employees, and who provided the EEO investigator with information related to racially discriminatory comments and sexual harassment against coworkers in the workplace, and are therefore factually distinguishable from the present case. Furthermore, the Company argued that it fulfilled its legal obligation under PRC 1468 and Arbitration No. 293, as these decisions merely require that the Company make any witnesses' identities known to the Union and in the immediate case, the identities of the witnesses were provided to the Union in the Corporate Security Report.


The Company also argues in this case that it has an obligation to minimize the impact to its customers and cannot subject such parties to multiple investigative meetings that occur throughout the grievance process. Finally, the Company cannot require an outside party to participate in an internal investigation conducted pursuant to the parties' grievance process, but that either party may subpoena such witness at Arbitration.

The Company also asserts that the separate allegations that the grievant stole the same type of medication, when compounded with the allegation that he also provided internal proprietary customer information to his wife who then confronted the second customer in regards to her husband's actions and work status, provide enough corroborative evidence to substantiate its conclusion that the grievant in fact committed the actions of which he is accused.

Decision

The parties could not reach agreement as to whether or not customers/third parties may be forced to attend the Local Investigating Committee meeting, the second step of the grievance process, to provide witness testimony. However, in this immediate case, the grievant's actions in providing his wife internal proprietary customer information which she then used to confront the customer at her home provides substantial proof of the grievant's wrongdoing. The termination is upheld and this case is closed without precedence or prejudice to either party's position related to witness availability at the Local Investigating Committee meeting.

  
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Robin Wix, Chairman  
Review Committee  
10/22/14  
Date

  
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F.E. (Ed) Dwyer Jr, Secretary  
Review Committee  
10/22/2014  
Date