



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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CASE CLOSED
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
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BOB CHOATE, SECRETARY

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Electric Transmission Grievance Nos. ETBUN-99-07 and ETBUN-99-08 Review Committee Decision Nos. 10623 and 10625

Mary Cogan
Company Member
Local Investigating Committee

Hunter Stern
Union Member
Local Investigating Committee

Subject of the Grievance

These cases involve the crises suspension and subsequent discharge of a San Carlos Lineman for an incident involving damage to a customer's property, failure to report it to his supervisor, making inappropriate arrangements with the customer, failing to follow-through with the commitment made to the customer resulting in a customer complaint, and damaging the relationship between the Company and the customer. The customer has access on his property to Company's facilities.

Facts of the Case

The grievant was hired September 23, 1996 as a Lineman. He received a DML September 9, 1997 for making threats to other employees.

On February 22, 1999, the customer sent the supervisor an invoice for \$1595. The invoice was \$595 for towing a trailer and crew to a job site on the customer's property, pulling a line truck out of the mud, and \$1000 for damage to the customer's aluminum trailer by the grievant from one year earlier. The customer told the supervisor that a crew, including the grievant, had performed work on his property in February 1998 which is when the trailer was damaged. According to the customer, the grievant asked the customer not to contact his supervisor for fear of losing his job and, that he would pay for the trailer damage. They agreed on \$400.00 for the repair. The customer stated the grievant did not pay for the damage, never contacted him again, and gave him an incorrect phone number so that he could not make contact with the grievant.

When a different crew, including the grievant, came to perform work in February 1999, according to the customer the grievant made the statement to the customer, "I see you still haven't fixed that damned trailer yet." The grievant did not offer at that time to pay for it. The customer indicated he was intimidated, got upset and initiated an invoice to the Company seeking payment for assisting the crew in February 1999 and to repair the damaged trailer.

The grievant did acknowledge to Security that he had caused the damage to the trailer and admitted telling the customer that he would pay for the damage out of his own pocket. The grievant stated he never paid the customer because the customer never contacted him to let him know how much he owed. The grievant denied that he was told to make out an accident report, but was told to assess the damage.

After the initial investigation by Corporate Security, the investigating representative was informed that there was another employee who had relevant information. That employee was interviewed and stated he went with the grievant to meet with the customer about the damaged trailer. This employee and his timecards confirm that he was on loan to San Carlos during October 1998, not February 1998. This employee confirmed that the grievant told the supervisor he "was going to handle this personally."

Discussion

Union argued that discharge was based on the grievant being on an active DML at the time of the accident. Given the testimony of the employee that visited the customer with the grievant, that the visit took place in October 1998, the Union argued that the DML was deactivated and therefore discharge was too severe. Further, Union argued by not following up on the issue at the time of the accident the supervisor contributed to the customer being upset with the Company.

Company responded that it believed the accident really occurred in February 1998, which the grievant did not contest when first interviewed by Corporate Security nor did the other members of the crew. The other employee did confirm damage to the trailer, noted the tire tracks leading from the trailer matched those of a Company vehicle normally driven by the grievant, but the other employee did not actually witness the accident so cannot say for certain when it occurred.

Further, in Company's opinion whether the grievant was on an active DML or not, the seriousness of his actions warranted discharge for such a short service employee.

Company did acknowledge and agree with Union's concern that the supervisor should have sent someone other than the grievant to meet with the customer concerning the accident and should have followed-up with the grievant to ensure that an accident report was completed. The supervisor's failure to do so contributed to this situation.

Decision

The Review Committee is in agreement that based on the grievant admitting to damaging the trailer in February of 1998 and being on a DML, making arrangements with the customer for restitution which the grievant did not have the authority to do, not reporting the accident when it happened, there was just cause for the discharge. As to the crises suspension, there is disagreement as to whether it was appropriate. In order to close this case concerning the suspension, the Committee agrees without prejudice, to pay the grievant two weeks at the 2000 rate of pay.

For the Company:

Margaret A. Short
Ernie Boutte
Dave Morris
Malia Wolf

For the Union:

Bob Choate
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Margaret Short

Date: 8/23/00

By: Bob Choate

Date: 8/23/00