

7.1: The discharge of a Div. Lineman for misuse of Company credit card (P-card) and failure to timely reconcile the credit card charges was for just and sufficient cause.

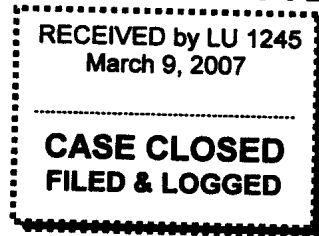


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MARGARET A. SHORT, CHAIRMAN

DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

## REVIEW COMMITTEE



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
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BOB CHOATE, SECRETARY

### REVIEW COMMITTEE No. 16455 OM&C – Electric T&D, Willow Creek

Carol Quinney  
Company Member  
Local Investigating Committee

Rich Cowart  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns the discharge of a Division Lineman for misuse of Company credit card (P-card) and failure to timely reconcile the credit card charges.

#### Facts of the Case

In August 2005 the grievant received a hardship transfer from GC (Eureka-Fortuna-Garberville) to Division (Willow Creek). His GC supervisor reported to Corporate Security in September, that the grievant refused his attempts and instruction to reconcile his expenses for the period of April 20, 2005 through August 10, 2005. During this period the grievant worked as a GC Subforeman inspecting the work of pole replacement contractors in the Eureka area.

Corporate Security began an investigation immediately by reviewing various records, then interviewing the grievant for the first time on October 19, 2005 and again on December 14. The Corporate Security report is dated December 30, 2005. It concludes about the credit card purchases that:

“some of them are highly questionable, and he is unable to offer any explanation to support their legitimacy. Moreover, he consistently disregarded directives from his supervisor to submit such reconciliation and falsely claimed that he had advised his supervisor that the credit card receipts had been stolen from his hotel room. In addition, by his own admission, obtained cash by utilizing the credit card at commercial fuel stations in violation of company policy. Finally, the number of gasoline purchases on days when he used his company leased vehicle for transportation while not on-duty or traveling between his residence and his assigned company work location, lead us to conclude that he used the vehicle on those occasions for personal use.”

On January 1, 2006 while upgraded to Troublemaker, the grievant sustained an industrial injury and was hospitalized for a period of time. The grievant was discharged February 10, 2006. At the time he had almost 28 years of service and no active discipline.

At the LIC meeting on March 6, the grievant stated that several times his credit card privileges had been revoked because he didn't reconcile his statements on a monthly basis as required and that he had not been disciplined for it. He did recall his GC supervisor questioning him about his credit card statements at a safety meeting but didn't recall exactly what was said.

The Pre-Review Committee referred this case back to the Local Investigating Committee via email dated June 28, 2006 requesting it to gather answers to certain questions and make another attempt to resolve the grievance. The case was returned to PRC on August 24 and it was discussed on September 27, resulting in Union referring it to the Review Committee. The Review Committee met October 19.

#### Discussion

At the outset it should be understood that this case has been discussed exhaustively at each step in the grievance procedure and the record developed fully. The grievant was given ample opportunity before and after the discharge to clear up the record of charges. There was a thorough review of the many exhibits submitted and correlated to explanations given by the grievant. The Review Committee reached the conclusion that while some of the charges were legitimate business expenses, many were not. The grievant's statements and actions are insufficient to explain away all of the excessive and/or questionable charges. Additionally, the grievant was well aware of the policy for credit card holders that the card is to be used solely for reasonable business purchases not to be used for personal purchases or cash, and that the grievant is responsible for all charges and reconciling the monthly statements with receipts in a timely manner.

The Review Committee is in agreement that misuse of Company credit cards is a serious transgression of the Employee Conduct Standard and of the Purchasing Card Cardholder Agreement which the grievant signed August 30, 1996. The Review Committee noted its awareness that discharge may be appropriate for credit card misuse as it has upheld such discharges in the past (RC 1814 for example). It is also noted that Review Committee 1451 and 1452 which is referenced in the Positive Discipline Agreement cites misappropriation as dischargeable after giving consideration to various factors.

At the FF, P-RC, and Review Committee the Union based on grievant's 28 year good work history with no active disciplinary action, asked that the grievant be reinstated with various conditions. Each time the Company declined. Given the substantial dollar amount of questionable charges that could not be explained; the fact that they were for personal gain; the grievant's failure to timely reconcile his charges even in the face of his supervisor's

direction; and the other conduct violations discovered during the course of Corporate Security's investigation, the Review Committee cannot agree to mitigate the discharge to reinstate the grievant.

Finally, the discharge letter contains the following sentence:

"You will be ineligible for rehire as a regular employee or hiring hall employee, agency worker or contractor."

Union asked that the reference to "contractor" be deleted. Company responded that eligibility for rehire is not a proper subject for the grievance procedure; that is an employment decision; that the above sentence is to be included in all discharge for cause letters; and that it is included so employees know at the time of separation their future employment status.

The Review Committee had a lengthy discussion of this topic. Discharge grievances (for cause or administrative) that are overturned result in reinstatement, not rehire. Employees laid off for lack of work, who meet certain criteria, may be rehired on a preferential basis with their seniority restored. However, Company's determination of eligibility for rehire when an employee terminates due to resignation, retirement, unsuitability during probationary period, or Hiring Hall assignment; exhaustion of any LTD or Workers' Compensation entitlement is not challengeable through the grievance procedure. Union agreed with this explanation.

However, given that the grievant is a Lineman and the majority of such work in the area he resides is performed by or for PG&E, the restriction in the discharge letter significantly reduces his employment opportunities. Company responded that he might have to relocate to work as a Lineman, or he may have to make a career change.

Union noted Company has not been consistent about including this language in discharge letters, pointing to another discharge case, same department, on the Review Committee agenda that did not contain the "ineligible" sentence in the discharge letter. Company responded that all discharges for cause are ineligible for rehire and that has been imbedded in the Payroll Change code for many years, just not reflected in all termination letters. Through distribution of this Decision and other communications channels, Company will be more diligent in the future about including this sentence in all discharge letters.

Based on all of the above discussion, on a one-time basis, Company agrees to revise this discharge letter to delete reference to "contractor". The rest of the sentence will remain unchanged. The grievant will not be allowed to enter Company property (except to pay a bill in a local office) or inspect.

The agreement to modify this discharge letter is without prejudice and should in no way be interpreted as opening the door to discussions of eligibility for rehire.

#### Decision

This discharge was for just and sufficient cause. This case is closed without adjustment.

**For the Company:**

Margaret A. Short  
Bob Lipscomb  
Dave Morris  
Craig Porter

By: Margaret Short

Date: 1/30/07

**For the Union:**

Bob Choate  
William R. Bouzek  
Louis Mennel  
Sherrick A. Slattery

By: Bob Choate

Date: 1/30/07