IN THE MATTER OF ARBITRATION BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY **AND** **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1245**	**RONALD HOH, PANEL ARBITRATOR** **GRIEVANCE #24025 (JL)** **ARB-344**

APPEARANCES

FOR PACIFIC GAS AND ELECTRIC COMPANY:

Katherine Kimsey, Attorney

FOR IBEW LOCAL #1245:

Eleanor Morton, Attorney

JURISDICTION

Pursuant to the provisions of their collective bargaining agreement, the above-named parties have submitted this case to the arbitration board for resolution. The neutral arbitrator Board Chairperson was selected from a permanent arbitration panel maintained by the parties. Dennis MacAleese and Deborah Harper were selected to serve as the Company Board Members; Keith Hopp and Kit Slice were selected as the Union Board Members.

The hearing in this case was held in Vacaville, California on September 18 and 19, 2018 and was completed late on the September 19 date. All parties appeared at the hearing and had full opportunity to present evidence and argument in support of their respective positions. There were no procedural issues, and the parties agreed that this matter was properly before the Arbitration Board. Upon conclusion of the evidence, the parties agreed to file written post-

hearing briefs with the neutral arbitrator. This case was deemed under submission upon the receipt of those briefs on November 19, 2018.

THE ISSUE

The parties agreed at the hearing to the following description of the issue before the arbitrator in this case.

1. Was the grievant terminated for just cause in accordance with the provisions of the Collective Bargaining Agreement?

2. If not, what shall the remedy be?

RELEVANT CONTRACT AND COMPANY POLICY PROVISIONS

CONTRACT

TITLE 102 – GRIEVANCE PROCEDURE

102.2 – Grievance Subjects

Disputes involving the following enumerated subjects shall be determined by the grievance procedure… discharge, demotion, suspension or discipline of an individual employee.

102.4 – Finality

The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union and the grievant. A resolution at a step below Step Four, while final and binding, is without prejudice to the position of either party, unless mutually agreed to otherwise.

A. Letter Agreement: Positive Discipline Guidelines (Footnote in Document)

In order to ensure that customers are served effectively and Company business is conducted properly and efficiently, employees must meet certain standards of performance and perform their jobs in a safe and effective manner. Supervision is responsible for establishing employee awareness of their job requirements, and employees, in turn, are responsible for meeting these standards and expectations…The Position Discipline Program applies to all regular employees….

If an employee has a conduct, attendance or work performance problem, disciplinary action may be necessary to correct the situation. Positive Discipline is designed to provide the opportunity to correct deficient performance and build commitment (not merely compliance) to expected performance in a manner that is fair and equitable to all employees. Each step is a reminder of expected performance, stressing decision making and individual responsibility, not punishment.

* * * *

III. TERMINATION

Termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior...Termination may also occur in those few instances when a single offense of such major consequences is committed that the employee forfeits his/her right to the Positive Discipline process, such as:...Theft....Curb Reading of meters.

POLICY PROVISIONS

EMPLOYEE CODE OF CONDUCT

A. Code of Conduct for Employees

Compliance Obligations
You are responsible for knowing and complying with the requirements applicable to your work activities, including those described in this Code and those described in Company guidance document, policies, standards, procedures, bulletins and manual(s).

DISCIPLINE

Failure to comply with this Code or Company guidance documents may result in disciplinary action or termination. Disciplinary decisions can vary depending on the severity of the misconduct and the employee's disciplinary record, years of service, and job duties...
There are some serious violations of the Code that may result in termination including...
Falsification of Company Records.

FACTUAL BACKGROUND

Pacific Gas and Electric Company (hereinafter Company) provides natural gas and electric utility services to a large portion of Northern and Central California. The Company's non-supervisory operations, maintenance and construction employees and certain clerks have long been represented for collective bargaining and contract administration purposes by Local 1245, International Brotherhood of Electrical Workers, AFL-CLO (hereinafter Union). The parties are currently operating under and governed by a three year collective bargaining agreement (hereinafter contract), which is set to expire by its terms on December 31, 2019.

At the time of her termination at issue here, the grievant, J L (hereinafter grievant), had been a seventeen year Company employee, who at the time of these circumstances had been employed for five and one half years as a Gas Service Representative (hereinafter GSR) out of the Company's Sacramento yard. As a GSR, grievant worked in the field in serving and assisting Company residential and business customers with compliance and emergency tags (job orders) and Company equipment. Compliance tags generally involve maintenance work which the Company agrees to perform within a specified time period, such as a Residential Gas Shut Off (RGSO), and emergency tags involving emergency work that requires a GSR's immediate response (IR), such as a reported gas leak. In performing her work functions, grievant normally worked in a set area in the eastern portion of the City of Sacramento – an area where she also lived – and worked alone without direct supervision in the field in performing her functions using a Company-identified truck for such functions. Her normal work schedule was 8:00AM – 4:00PM on Sunday, and 8:00AM – 4:30PM Monday through Thursday.

Prior to these circumstances, grievant had never been disciplined or counseled in any way. Her annual performance evaluations as a GSR praised her work, dedication, responsibility; "willing(ness) to assist her peers and the Gas Service Department (hereinafter Department) when called upon;" as well as her "strong communication skills." She was also consistently rated as "meeting productivity goals" and "meeting expectations" in "utilizing work time effectively" and "arriv(ing) at work on time."

The Company's dispatch and scheduling team assigns jobs to the GSRs as those jobs are received, usually from a customer call. GSRs are issued a laptop computer which they travel with in their trucks. Virtually all work assignments or "tags" are sent electronically by dispatchers via the Field Automation System (FAS) to computers, typically to the GSR located

nearest the service or problem. After receiving the tag, the GSR signifies that work is begun on it by entering in the FAS that he/she is "en route" ("ENR") to the job. Once he/she has arrived, the GSR enters "on site" ("ONS") into the FAS. When the job is complete, the GSR closes out the tag with a "COM" FAS entry. GSRs can also acknowledge a tag in the FAS if they are not yet ready to proceed ENR, as they often receive tags while they are still working on other calls.

The GSR is notified of the priority basis for work, which includes "IR" for immediate response, "P" for Priority and "O" for highest priority. The types of work normally performed by GSRs include "RGSO"- regular gas shut off - and "Compliance Work" for maintenance work. The Company utilizes the "Daily Work Report" generated by the FAS system, which is a print out of GSR daily work and how work is done via GSR input and supervisor tracking to monitor GSR work. The FAS system is the only way for the Company to track work, but physical locations of GSR vehicles are tracked by GPS systems contained on each GSR field vehicle as a component of the FAS system. The GPS system pings a service truck's location every ten minutes or after every mile driven, whichever is sooner. Grievant acknowledged in her testimony that her FAS responsibility was to note completed and non-completed work which she had done/not done concerning tags assigned to her.

New GSRs receive significant training prior to being allowed to function in the field. That training sequentially involves: 1) an initial ride along with an experienced GSR for a period of between one week and one month; 2) three weeks of classroom training; 3) six months to one year working in the field; and 4) back to the Company's facility for one week of classroom training. Thereafter, GSRs receive occasional training in their functions and Company policies, and also receive information in those areas in "Five Minute Meetings" – which are not meetings but instead documents provided generally to or discussed with GSRs concerning these areas.

Among other meetings/information, grievant signed for as attending an April 6, 2016 training concerning the subject of attendance, which in written materials among other things stated:

> ....You are not to go to your house and wait for work; if none is available you must go to a central location in the route/area you are working or return to your respective yard. If you deviate from this for any reason, you must receive prior authorization from your supervisor and alert Dispatch.
>
> That written document also contained the following:
>
> FAS and proper documentation: Employees are required to accurately record their time in FAS (e.g. enroute, unavailable, completion, meter reads/information – no riding tags, etc.). Any exceptions or deviations require supervisor notification same day. Falsification and/or manipulation of Company documents is serious and may result in positive discipline, up to and including termination.

Grievant testified that GSRs are not provided with written copies of work rules, and that such rules are not posted anywhere in the GSR yard or elsewhere. In addition, she testified that, during the April 6, 2016 meeting concerning these elements, the work rules addressed in that Tailboard meeting were read aloud by various supervisors in an atmosphere of substantial chatter among the many GSR attendees and very little discussion, and that she did not hear on that or any other date of such meetings that Company work rules prohibited here from waiting at home for work where her work area contained her home address, as it did at all times material here.

Similarly, at a Tailboard meeting on August 13, 2014 signed as attended by grievant, the following "unavailable time" element was covered with attending GSRs:

> If the GSR was not logged on FAS at the start of shift for any unavailable reason, GSR must have the unavailable reason documented along with time frame in FLD (Field) Remark.
>
> - Example: GSR didn't logon prior (to) attending an hour tailboard. After logging on, GSR should select FAS Unavailable Status "MTG – Meeting / Training" and note "Tailboard 8AM – 9AM" in FLD Remark.

In addition, at a Five Minute Meeting on March 16, 2016 for which grievant signed in as attended concerning "Responsibilities of GSRs," the following written information was presented.

> Why It Matters To You
> Company records must be maintained according to specific (Company) procedures and in compliance with legal and regulatory requirements. A record documents a specific action, legal obligation or business decision. FAS tags are records and must therefore be accurate and complete.
>
> Responsibilities of GSR's
> - While parked, hit enroute (F7) to your next job then start driving
> - When you arrive at the address, park your vehicle and hit onsite (F8)
> - If you discover that you are at the wrong address, hit enroute again and start driving to the correct address.
> - Once you've arrived at the correct address, park your vehicle and hit onsite again.
> - For this scenario you will also need to note (on) your tag why you have two enroute and two onsite times. For example: "Hit onsite at the wrong address, enroute and onsite again."
> - Do not hit onsite until you have parked your truck. Pulling in front of an address and hitting onsite then finding a parking place is not an acceptable practice. If there is no parking in front of an address, indicate that on the tag. For example: "Parked 2 blocks away due to no parking."
> - Complete (F10) must be pressed when the job is finished and all pertinent information has been entered. Do not stay onsite while traveling to an area for break or lunch.

Grievant also received a copy of the Company's Utility Operations Customer Service Policy, which among other things provided as follows, under the subject area of "Services Provided to Customers:"

> g) Regular Service
>
> The Utility will respond to routine requests for service according to customer needs. Appointments for service will be offered from 8:00 a.m. to 8:00 p.m. Monday through Friday, and from 8:00 a.m. to 5:00 p.m. on Saturday. Sunday service will be available for emergency calls. (emphasis added).

Saturday Service	**Sunday Service**
Veteran's Day	New Year's Day
Day After Thanksgiving	Martin Luther King Day

President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Grievant additionally received a copy both of the contract and of the Company's Code of Conduct, which indicated that "Theft" (contract) and "Falsification of Company Records" (Code of Conduct) could result in termination, and that proof of employee "Theft" under the contract could result in the employee forfeiting his/her "...right to Positive Discipline." Grievant testified that, despite attending the meeting concerning the above April 6, 2016 materials, she never received from the Company a copy of the April 6, 2016 document relating to not waiting at home for assigned work, nor was it posted anywhere. She further testified that outside of that document, she was never told that she could not wait for work at home. She further stated, concerning the March 2016 matter above, that she did not recall any discussions of that material at the Five Minute Meeting; and that she neither recalled discussing elements of the FAS system at the August, 2014 tailboard meeting nor did she receive a copy of that document. She further stated that she normally received copies of the "Five Minute Meeting" materials in her Company email, and that she had access to a cabinet in the GSR yard where Five Minute Meeting documents were kept. She also testified that she was familiar with the FAS system when she became a GSR.

Union Steward D M echoed grievant's testimony concerning the FAS Guidelines being read aloud by GSRs in the April, 2016 Tailboard Meeting. He also testified that, when he worked in Gas Service, he received only two to four hours of training concerning the FAS system. He further stated that GSRs are not required by the Company to sign acknowledging receipt of documents received at Tailboard or Five Minute Meetings.

On Monday, December 26, 2016 – the day after Christmas considered a paid holiday by the Company – grievant was scheduled to work 8:00 AM to 4:30 PM. Based upon her view of the above cited Utility Operations Customer Service Policy Section 2(g), she determined that she was not required to respond to compliance work tags on that date, even if they appeared on her computer screen, in that the Company determined that December 26 was considered a Sunday and under that Policy "Sunday service will be available for emergency calls." Other GSRs working on that date likewise did not perform compliance work. She also waited at home for work related emergency calls on that date under the limited workload from that day set forth in Company policy – in part because she lived on her normal route – and returned to her home after responding to those calls. She had often previously done so on all dates subsequently examined by the Company and addressed, infra.

On December 26, grievant signed in to FAS at 8:21 AM, after reporting problems with her truck's battery to the dispatcher but not to her on-duty supervisor. Dispatch then called grievant via telephone with an IR tag at 8:59 AM , but subsequently called her off the tag when grievant did not respond to the dispatch call. GPS data showed that grievant then drove to the local CVS Pharmacy at 9:30 AM where she stayed for 28 minutes before driving back home. Company resources are not allowed to be used for personal business during work hours.

While at home, grievant did not answer her radio twice prior to accepting a call from dispatch, despite her knowledge that the GSR's most important duty on Sundays and holidays is to make sure that they are available to respond to gas related customer emergencies. She pressed en route on FAS at 10:05 AM and started driving five minutes later.

Grievant then spent about 14 minutes at the IR tag before driving to a local Target at 10:39 AM where she pressed complete on the FAS system six minutes later. Grievant next

went en route at 10:45 AM to an RGSO that she never reached. Without changing her en route status, the GPS data shows that grievant instead drove home. She arrived home at 11:14 AM and stayed there until her next IR tag at 1:25 PM. She did not change her status in FAS in doing so, and spent two hours and eleven minutes at home during her shift. Finally, grievant pressed complete for her last tag of the day 11 minutes after she drove away from the tag location, without documenting in FAS her explanation for this delay.

The next day – December 27 – grievant's supervisor MM was reviewing IR reports from FAS for December 26, to determine whether GSRs were completing work in a timely and efficient manner, in that he knew that his supervisor MD would be reporting to Company senior managers about IR metrics. MM also reviewed for the December 26 date the Operating Efficiency Light (OEL) Report, which contained a more complete report of grievant's work activities for that date. When reviewing that document, MM noticed that grievant had an "en route" time to one of her calls for two hours and forty minutes beginning at 10:45 AM. That en route status did not change until she drove back to her residence after her next IR call at 13:25 (1:25 PM). When he asked grievant about that time period on the December 27 date, she did not provide an answer.

MM then contacted MD, who determined that Company Gas Field Services Specialists – who could pull GPS data concerning GSRs such as grievant for the December 26 date to determine where a GSR's on-board computer was actually located at a given time - and could thereby determine if a GSR was actually en route to a location recorded in FAS as the employee claimed. That data produced further questions, as well as whether grievant could have completed more of the RGSOs which had been assigned to her for that date.

MM and fellow supervisor JA interviewed grievant in the presence of her Union representative DM on December 29. Grievant indicated at that time that she had an understanding of Company policies concerning GSRs. She admitted that she had not completed any compliance tags on December 26 based on her view that she believed she was not required to do so, and that she had spent time at home during her shift. She also told MM that she understood Sundays and Holidays as "chill days," giving GSRS the "opportunity to catch up." Although MM claimed in his testimony that grievant refused to answer specific questions about her work time on December 26, he could not identify specific questions which she refused to answer, and later testified that grievant had given "pretty good responses." Grievant did not, however, explain the December 26 gap in her worktime from 10:45 AM to 1:25 PM hours with several breaks, but did maintain that she believed her staying at home between IR tags was not improper.

After the December 29 meeting, MM asked that GPS as well as FAS data be pulled for grievant for the December 27 and 28, 2016 dates and the prior November 11, 2016 holiday –all work days for grievant. MM also retrieved the GPS data for grievant's truck for the December 26, December 27 and November 11 dates. That FAS and GPS data information produced the information set forth below for November 11 and December 27, 2016 in addition to the previously cited FAS data for the December 26 date.

On December 27, grievant started her day at home at 8:19 AM and immediately pressed en route to her first tag. She did not start driving to the tag until 26 minutes later, at 8:45 AM. She then spent 29 minutes onsite even though she noted that tag as a "can't get in," and therefore could not perform the job. Thereafter that morning, while en route to another tag provided in FAS, GPS data shows that grievant stopped at her home for 15 minutes without any FAS

documentation concerning the reason. After that stop, she drove to her next tag, but that call was cancelled. GPS data then shows that she drove to Target and stayed there for 42 minutes while indicating neither that she was en route nor working on site. The FAS data could not distinguish whether grievant went into the Target or instead only parked in the parking lot awaiting further work. She also made no documentation in FAS concerning whether that stop was a lunch or break period.

Grievant then drove to a tag where the customer was not available and immediately pressed en route to the next job. However, the GPS data shows that she did not start driving until 21 minutes after she pressed en route; and she pressed onsite at 12:19 PM, even though she did not arrive at the address until 12:24 PM – all contrary to FAS requirements. After grievant drove away from this location, she did not press "complete" until she arrived at her home at 12:37 PM – again contrary to FAS requirements.

On November 11, 2016 grievant started her shift at 7:56 AM on FAS, but her GPS did not start reporting her location until 8:21 AM, 21 minutes after she reported that she had begun working. While still "onsite" for her first tag in FAS, GPS data showed that she drove back to her home at 8:42 AM, where she finally pressed "complete" on the FAS system at 8:46 AM contrary to Company policy in that area

Grievant's second tag of the day was an RGSO across the street from her home address. Although grievant pressed "en route" in FAS at 8:47 AM, her truck did not move from her home. She pressed onsite in FAS 23 minutes later at 9:10 AM and did not complete the RGSO until 9:39 AM – a total of 23 minutes of travel time in FAS for what appears to be a tag across the street from her home. Her completion notes state that she completed a meter read and left a

card on the door – a function that should have taken five to ten minutes rather than the 52 minutes recorded in FAS.

GPS records showed that grievant remained home from 8:47 AM to 10:14 AM that morning, although she pressed en route on FAS at 9:40 AM indicating she was traveling to a tag. The GPS data shows that grievant remained at the location of her fifth tag that day until 11:37 AM, even though she pressed en route to her sixth tag in FAS at 11:13. She did not start driving to her sixth tag until 24 minutes after she pressed en route in FAS. She then entered her correct onsite and completion times in FAS for her sixth tag.

Following her sixth tag, the GPS data shows an hour and twenty-two minutes of dead time in which grievant appeared in FAS to be working but was not. Grievant pressed en route in FAS to J Street, but never actually went to that location. The GPS data instead shows that she drove to her home, where she again stayed for about 80 minutes before finally driving to a different tag on T Street.

For her seventh tag, grievant pressed en route in FAS and onsite in the same minute, and then – while showing onsite in FAS – stopped at another location for 9 minutes before driving to and arriving to her actual destination. Grievant then drove away from the premises at 1:47 PM and parked down the block until she pressed complete at 1:54 PM. On occasion, GSRs will drive away from the location of a tag, for example, because of safety reasons, but if they do, they are required under Company policy to note that departure in FAS so that the Company may properly record their work and location.

Grievant then pressed en route to her eighth tag, but then her GPS shows her stopped for about thirty minutes while her FAS still reflected her en route status. After her stop, she drove to the service address and properly recorded her onsite time in FAS.

For her last tag of the day, grievant pressed en route at 3:10 PM but did not start driving until 21 minutes later. She thereafter pressed en route to another tag, 15 minutes before the end of her day, and the GPS data shows that she stopped at a Stop and Shop Gas Station/Liquor Store where she stayed for approximately six minutes while still indicating that she was en route to the tag in FAS. The FAS data cannot distinguish whether grievant went into the Stop and Shop or got gas during that time. She did not drive to the address on the tag; instead GPS shows she went home and signed off FAS for the day at 3:59 PM. Three minutes after signing off for the day, grievant recorded 30 minutes of travel time in her "unavailable comments." The parties agreed at the hearing that grievant had no right to travel time overtime in the above circumstances.

Grievant testified that when she did not have work on her FAS screen, her practice concerning tags in her work area consistently was to wait at her home between jobs; that she never tried to hide waiting at home from her supervisors; and that she was never told either that she could not wait for work at home or where she was to wait between work assignments. She further stated that she was never provided the document that was addressed in this area by her supervisors in the April 6, 2016 Tailboard meeting, and that she did not recall ever reading that document or having it read out in the April 6 Tailboard meeting. She stated that she never saw the document setting forth the prohibition against waiting at home for work until it was given to her during the second investigatory interview related to this case referred to below. She testified that she was frequently required to sign documents at Tailboard meetings.

Grievant further testified regarding the specific elements of her FAS/GPS data described above that: 1) her failure to hit "complete" on FAS could have been that she forgot or was sidetracked by other work, or that she had regularly hit "complete" only to later discover that

this FAS command had not registered. She further testified that the time delays between punching "en route" and then later starting driving could have been the result of telephone calls from dispatch, billing questions from customers, going over emails, or locking the bins on her truck. She also testified concerning the time period related to the tag very close to her home address that it was likely related to speaking to her neighbors about Company-related matters. She stated that she in most circumstances did not know the basis for the FAS readings on December 26 and 27, but did recall that she had problems on those dates logging on to her computer. She did not recall the circumstances of any particular tag for the November 11, 2016 date.

Subsequent to the Company's receipt of the FAS and GPS data for the above November and December dates, grievant was again interviewed in the presence of her Union representative by MM and fellow supervisor K . They showed grievant in that interview the FAS/GPS data set forth above and questioned her about those circumstances. In part due to the passage of time, grievant frequently could not recall specific details and could only offer possible reasons for why she may have done what she did. Near the end of that meeting, grievant was accused by MM of stealing Company time based upon the half-hour of travel time which she had marked on her payroll sheet for November 11 and referenced above. She admitted that she was not traveling during this half hour period and that she had claimed that overtime based upon her understanding of the contract. She stated that supervisor Kevin Carver had told her that such overtime claim was appropriate despite the fact that she regularly took her truck home, and that she had not been questioned about such a claim in the past. Carver did not testify in the hearing before the arbitrator.

Thereafter on January 31, 2017 the Company notified grievant that it had concluded its investigation and had determined that grievant properly was terminated for: 1) "falsifying time cards;" 2) "spending significant time at home during work shifts;" 3) "falsifying entries in the FAS system;" and 4) "engaging in work avoidance." She was not terminated per Monaghan's testimony for failing to work compliance tags on December 26, 2016.

Union steward DM testified that he was aware of other GSRs who waited at home for work during their shifts if they lived on their route, during at least a year before grievant's investigatory interviews, and that those GSRs changed their practice in this area after grievant was terminated. The record did not indicate to which GSRs DM was referring in his testimony in this area.

The grievance in this case was timely filed by the Union on January 31, 2017 and was not thereafter voluntarily resolved at any of the prior grievance steps. During the Local Investigating Committee meeting in this case under the parties' contract which occurred on March 1, 2017 and had in attendance both grievant and two representatives each of the Company and the Union, the parties conducted an investigation of this matter but were unable to voluntarily resolve it per their signatures to that effect. In that proceeding, the following written record was made:

> 8. The Committee reviewed Exhibit 6. The grievant was unable to provide specific information for the majority of the GPS discrepancies; rather, she made general statements about what "might have" happened such as:
>
> a. Talking to neighbors or customers
> b. Forgot to close the tag
> c. Possible the tag did not send off properly
> d. She had no explanation why she went enroute to jobs but never actually went to the job site
> e. Possibly she went to the wrong address

f. Could have been flagged down by a customer
g. May have driven to shopping center to park under a tree
h. May have remembered after leaving that she did not enter notes
i. Problem logging on
j. Had to jump start her truck
k. Could have been on the phone

POSITIONS OF THE PARTIES

THE COMPANY

The Company makes the following arguments in support of its contention that the grievant was terminated for just cause in these circumstances.

1. The Company continuously communicates the importance of proper FAS documentation, and its expectations regarding such documentation, to GSRs. Due to the importance of such documentation both to identify and troubleshoot work performed and to meet the requirements of government entities and the public, the Company relies on each GSR, including grievant, to properly document his/her work information in the FAS system.

2. The Company communicates to GSRs in "Tailboard Meetings" – in person meetings between employees and supervisors often regarding numerous topics; and "Five Minute Meetings" – brief written documents often reviewed at Tailboard meetings concerning information which the Company needs to communicate to employees about their work and, if necessary, to refer them to more detailed documents. Grievant on March 16, 2016 signed acknowledging receipt of a 5 Minute Meeting document which stressed the importance of accurately and timely completing FAS records, and which specifically referenced GSR responsibilities in this area, including how and when to denote: a) completion of a tag; b) arrival on-site at the location of the tag; c) going enroute to a new tag; and d) FAS entries available if the GSR inadvertently presses "onsite" prior to parking his/her vehicle at a particular location.

Similarly, on August 13, 2014 grievant participated in a Tailboard meeting for which she signed acknowledging receipt of that document, providing that GSRs must document all unavailable time consistent with FAS guidelines; and indicating the "critical nature" of GSRs staying "unavailable" in FAS the entire time while performing any unavailable tasks. Grievant also acknowledged receipt of the Company's "Field Service Guidelines" in an April 6, 2016 Tailboard Meeting, which among other things set forth a single document laying out the Company's FAS expectations. Those guidelines were read aloud to GSRs, and included in a key section that "Employees are required to accurately record their time in FAS (e.g., enroute, onsite, unavailable, completion, meter/read information;") that any exceptions or deviations required supervisory notifications on the same day; and that "Falsification and/or manipulation of Company documents is serious and may result in positive discipline, up to and including termination." There can be no question in these circumstances that the Company clearly communicated its FAS expectations to all Sacramento GSRs, including grievant.

3. The Company has clearly established that FAS falsification is an offense that is subject to discharge. The Company's Code of Conduct lists such falsification as conduct that could result in termination. An employee who engages in egregious record falsification is not performing his/her duties while being paid for such work, and commits theft by engaging in conduct in the form of wages not earned. Similarly, five contractually binding Review Committee and arbitration decision in similar circumstances support the Company's decision to terminate grievant's employment.

4. The overwhelming weight of the evidence supports a conclusion that grievant repeatedly engaged in egregious FAS record falsifications, contrary to Company policies and every communication grievant acknowledged having received regarding FAS record keeping. The

evidence shows that grievant falsified her FAS records approximately 22 times in just four days as set forth in the record before the arbitrator. Indeed, grievant's own testimony supports the conclusion that she was falsifying records and avoiding work. Among other things, she testified that she regularly went home to wait for work in violation of Company policies, and agreed that she went home while in enroute status in FAS and stayed there for 80 minutes – one of multiple such at home while claiming to be enroute situations shown on FAS on the four days examined. She also admitted to improperly requesting overtime after she had logged off of FAS for the day and was already at home.

5. Grievant's self-serving denials are not credible given her own testimony and the evidence in the record. She repeatedly pressed enroute and then did not start driving to a tag until much later, and either could not explain such action or spent that time on personal business and not work reasons. In addition, although she testified that she repeatedly knocked on the door and telephoned a customer but was ultimately unable to get into the location of an assigned tag, her telephone records for that period reflected that she spoke to her fiancé during this period and was not diligently knocking on the door and waiting for the customer, and her telephone records for that period show no calls to the customer.

6. The Company thoroughly investigated grievant's conduct and gave her a fair opportunity to present her version of the facts. The discrepancies in grievant's records came to light during a routine examination of all GSR/FAS entries. As a result of those discrepancies, the Company requested grievant's GPS records, which provided the exact geographic location of her Company truck during her shift. The Company not only poured over grievant's FAS and GPS records, but also gave grievant ample opportunity to explain her FAS entries and resulting discrepancies. She was interviewed twice by Company supervisors in the presence of her

Union representative, with grievant in many portions of those interviews not directly responding to the questions or offering any specific information concerning her locations, or was vague in her answers. In such circumstances, the Company has met its due process obligation concerning a complete and thorough investigation.

7. Grievant was not victimized by disparate treatment in the disciplinary penalty level imposed upon her in these circumstances. The Union failed to provide any precedent in Review Committee or arbitration decisions where the employee falsified his/her time records and was not terminated, in comparison with the five precedent decisions in that area provided by the Company.

8. The Company did not abuse its discretion in terminating the grievant. The Company based on its investigation reasonably determined that grievant had violated its Code of Conduct by falsifying time cards and FAS entrees and engaging in work avoidance; it acted consistently with precedent in similar cases; and it then acted within its rights under pertinent contractual provisions.

9. Grievant's misconduct is significant because GSRs are the primary point of contact between the Company and the public, and the Company especially cannot tolerate such falsification from any individual such as grievant who primarily works unsupervised.

THE UNION

The Union makes the following arguments in support of its contention that just cause did not exist in these circumstances for the termination of the grievant.

1. The Company bears the burden of proof by clear and convincing evidence that the grievant reported false information and did so knowingly with the intent to deceive the

Company for her own personal gain. The Company cannot meet that burden under the evidence before the arbitrator here.

2. The parties have agreed to emphasize that progressive discipline is the rule under their contract by negotiating the contractual Agreement on Positive Discipline. When "an employee commits a very serious offense," the contract allows the Company only to skip the first two progressive discipline steps and go only to the Step 3 "Decision Making Leave" for a "...day off with pay to decide whether the employee wants and is able to continue to work for (the Company)." Under the contract, termination occurs when positive discipline has "failed to bring about a positive change," or "when a single offense of major consequences" is committed, such as "Theft." The Company has failed to show in these circumstances that it may skip the progressive disciplinary steps required in the agreement for Positive Discipline.

3. The parties have agreed that, absent aggravating circumstances not present here, spending time at home during a shift and inaccuracies in FAS reporting are performance problems that employees should be given a chance to correct, and do not warrant summary termination. In prior precedential decisions, the parties have agreed that multiple employee instances at home or at a friend's house during an employee's work shift, and multiple instances of inaccurately reporting times in FAS or not completing work assigned, including emergency work, warranted discipline but not summary termination, and that these are offenses that employees should be given a chance to correct. In contrast, precedential cases in the record warranting termination have involved employees blatantly and repeatedly lying on their timecards or repeatedly claiming hours worked or missed meals when they were not working. Such lesser discipline is appropriate here, but not the summary termination action taken, where the evidence here at worst shows that grievant has fallen into some lax work habits.

4. Spending downtime at home when grievant was working on her route in the area where she lived was grievant's longstanding practice, about which she had never been counseled. There is no dispute that grievant lived on her route and had during all of her years as a GSR sometimes spent some of her downtime at home on workdays, and that it was a fairly wide-spread practice prior to these circumstances for GSRs to spend portions of their down time at home. In addition, when this policy was changed, the two page Guidelines reflecting that change were not provided in writing to grievant, nor were they posted. When grievant heard the document read aloud at a chatter-filled meeting, she did not understand that document to mean that she was required to change her long-standing practice in this area.

5. While Company witnesses testified that accurate FAS reporting is of vital importance to the Company even for compliance tags, GSRs are not adequately trained, evaluated or tested to ensure that they are reporting "enroute," "on site," "complete" or other information at the precise moments when the Company expects such actions. Both grievant and Union Steward DM testified that such training covered less than a day, and grievant received such training only when she first started working as a GSR. In addition, such FAS and timecard reporting matters have only a single entry on the employees' annual performance evaluations. These facts show either that precision in reporting on compliance tags is not important to the Company, or alternatively that the Company failed to completely establish systems to obtain the precise level of reporting which the Company desired.

6. Grievant's November 11 work day timecard showing a half hour for travel does not warrant summary termination, because grievant in good faith believed that she was entitled to travel time. The evidence in this area shows that her former supervisor told her that she was entitled to such overtime when she worked pre-arranged overtime, even though she had

permission to drive her work truck home. Not only was that former manager not called as a witness to refute such grievant testimony, but also grievant did not try to hide what she was doing, and Union Steward Mercado's testimony that other GSRs were also confused about their entitlement to travel time under the pertinent contract provision was not refuted by the Company. There was thus no Company showing of any of the required "intention" to lie in order to obtain such additional one half hour of overtime pay. This evidence is far from that contained in the presented precedential decisions in this area, where employees marked multiple extra work hours or payable missed meals on their timecards with the knowledge that they were not entitled to such compensation.

7. The Company did not have just cause to terminate the grievant for spending time at home during shifts because: 1) the Union did not agree to the Company's Field Service Guidelines in this area; 2) the Guidelines did not provide adequate notice of a policy change; 3) the Company changed this policy language when it unilaterally issued revised guidelines a month after terminating the grievant; 4) it was only when the Company began investigating grievant's conduct in this area and her termination that other GSRs stopped spending work time between calls at home when their homes were in their service areas; and 5) the parties have agreed in precedential decisions that an employee found to have spent time at home during a shift should be given a chance to correct such behavior.

8. Grievant's inconsistent FAS entries do not warrant termination, in that they are evidence of lax work habits, which can be corrected. The Company has not proven that grievant's incorrect FAS entries were the product of the required intentional effort to deceive the Company warranting termination. There is no dispute that multiple factors outside of the control of GSRs can prevent accurate reporting on some tags, or that grievant tried to report her work times so as

to make herself "available" for as much work as possible, believing that she was helping the Company. In addition, the Company's training and performance evaluations did not emphasize precision in reporting times, particular for compliance tags.

9. Although the Company argues that, because grievant could not during the investigation here explain away every inconsistency in her FAS reporting there was just cause for her termination, this argument improperly requires the arbitrator to flip the burden of proof to the Union. It is the Company's burden to show that the inconsistencies in the tags were the result of intentional effort by grievant to lie, and not the result of error, bad work habits or other external factors which may impact when a GSR makes a FAS entry. The Union does not have the burden to prove anything. Moreover, grievant's inability to explain away every inconsistency is not proof of an intentional effort to falsify, in that it is a simple fact that the passage of time erodes memory, particularly about specific tags worked then weeks before and now nearly two years ago. Also, grievant candidly admitted to being at home between calls, doing no compliance work on December 26, and generally taking it easy when little work was on her screen. These admissions show that her inability to remember details on some tags should be credited.

10. The Company has not proven that grievant engaged in work avoidance because: 1) all seventeen GSRs working on December 26 performed no compliance work, and grievant understood that she was to perform emergency work only; 2) the Company conceded that she was not terminated for that reason; 3) there was no evidence that the claimed grievant inconsistent FAS entries resulted in work avoidance, since by showing herself as 'en route" and "on site" she remained "available" for new assignments; 4) there was no evidence that she entered Target or a liquor store, or performed personal errands unrelated to her work during the

day as the Company's written report suggests, but instead only that she parked in parking lots of those businesses awaiting the assignment of additional tags; and 5) it is undisputed that GSRs' work sometimes involved down time between tags; and particularly so during the four holidays examined in the Company's case.

11. Grievant worked for the Company for more than sixteen years prior to these circumstances without ever being disciplined or counseled for anything, and her performance evaluations during that time praised her quality of work, dedication, responsibility and willingness to assist her Department when called upon. She also consistently met Company expectations in the area of productivity. In such circumstances, if "work avoidance" was truly a performance problem, she was entitled to notice of that problem and an opportunity to correct it.

DISCUSSION

It is generally undisputed in arbitration that the Company, as the party taking disciplinary action against the grievant, has the burden of establishing that just cause exists for the disciplinary action taken against the grievant, under all of the facts and circumstances contained in the record before the arbitrator. The concept of just cause is generally recognized as encompassing three basic elements. First, the offense(s) charged against the grievant must be that or those for which disciplinary action may be assessed under the parties' practices of the contract. Second, the record, taken as a whole, must support a finding that the employee is guilty of the conduct of which he/she stands accused. If the evidence in the record supports a finding that the employee has committed an offense for which discipline may be assessed, a determination must then be made concerning whether any mitigating or extenuating circumstances exist which warrant a finding that some disciplinary penalty level short of the action taken is more appropriate.

With regard to the first of these just cause elements, it is incumbent upon the arbitrator to monitor adherence the procedural standards inherent in just cause. Review of the equity of the employer's disciplinary action includes assuring that the standards of due process are adhered to.[1] Arbitrators generally hold that first among those due process elements is the right to notice of prohibited conduct,[2] including a showing of the consequences of prohibited conduct.[3] This requirement may be met by actual notice, or by showing that the employee was aware of prohibited conduct either by having read a posted notice or having been issued written rules.[4]

Although grievant admitted to knowledge of certain of the Company's work rules involved here, the parties dispute whether she was aware of any Company rule prohibiting employees who live within their service area from waiting at home for work assignments when their FAS system does not set forth such work assignment tags.

The evidence in this area shows that such a work rule was read aloud to meeting attending employees including GSRs at a Tailboard meeting on April 6, 2016 – a meeting to which grievant signed into indicating her attendance. However, the evidence further shows that, while work rules are kept in a cabinet at the GSR yard, they are neither posted nor provided in writing to employees covered by such a work rule. In addition, although the work rules contained on that April 6, 2016 Tailboard meeting were claimed by the Company to have been discussed with employees including grievant on that date, the evidence shows that they were instead read aloud by supervisors and/or employees at a meeting of numerous GSRs wherein there was substantial chatter and very little discussion, and that grievant did not understand at

---

[1] See, e.g., Zack, "Just Cause and Progressive Discipline" in Bornstein and Gosline Eds., Labor and Employment Arbitration (Matthew Bender and Company, 1995) Chapter 19.

[2] See, e.g., Production Steel Company 82 LA 229 (Roberts, 1984); Devry Institute of Technology 87 LA 1149, 1157 (Berman, 1986); McCartney's Inc. 84 LA 799, 803-4 (Nelson, 1985).

[3] See, e.g., Swift and Company 72 LA 513 (Renfro 1979); Stauffer Chemical Company 83 LA 332 (Blum, 1984).

[4] See, e.g., Farm Boys, Inc. 80 LA 617 (Hemer, 1983); Porter Equipment Company 85 LA 1083 (Lieberman, 1985).

that meeting that she was prohibited from waiting at home when she had no assigned tags on the FAS system.

In addition, although there is limited evidence in this area, the evidence shows that other GSRs also had a practice during pertinent time periods of waiting at home for work when their home was in their service area – like that of grievant; and that, when grievant was investigated and ultimately terminated at least in part for doing so, the other GSRs stopped waiting at home for assigned work, consistent with the understanding they received from grievant's termination. When this evidence is viewed in conjunction with grievant's admission that she regularly waited at home for work during other time periods, such similar conduct by other GSRs provides support for grievant's testimony in this area.

It is a cardinal rule in this area of just cause requirements that the employee must receive proper notice of pertinent employer rules and the potential consequences for their violation. Particularly where, as here, the Company has chosen to enforce its rules with the ultimate disciplinary penalty of termination, employees are entitled to significantly better notice of such rules than the verbal, noisy, and chaotic circumstances involved in this case for such "notice." I find therefore that the Company has not met its proof burden concerning informing grievant that she was not allowed to wait for work assignments at home where, as here, she lived within her service area.

With the above exception, the evidence shows that grievant was aware of the other work rule elements which served as the basis for grievant's termination, including the various FAS requirements, the elements of the GPS, and the responsibilities of GSRs for timely and accurate tag recording. In these other areas, the arbitrator therefore finds that the Company has met the requirements of the first of the just cause areas set forth above.

Turning next to the just cause area of whether grievant is guilty of the conduct of which she stands accused, the evidence shows that grievant, contrary to Company policy known to her: 1) failed to complete tags while onsite at the tag; 2) showed in FAS on several occasions that she was "en route" to the tag when she was not; 3) spent excessive time recorded in FAS for limited work largely across the street from her home; 4) pressed "en route" in FAS when she was not in that status; 5) failed to notify her supervisor or dispatch when driving away from a work location for safety reasons; 6) went home and signed off of FAS rather than driving to a tag address; 7) improperly claimed pre-arranged overtime for which the parties agree she was not eligible; 8) failed to answer her radio twice in calls from dispatch while at home; 9) spent excessive time at a tag for which she told dispatch on FAS that she "can't get in;" 10) documented "en route" in FAS when she was actually at home; 11) pressed "on site" in FAS while not actually at a tag; 12) failed to timely press "complete" in FAS when completing a tag; and 13) failed to properly record her work break periods in FAS. Although the Company also terminated her for conducting personal business during work time by going to a Target, a CVS pharmacy, and a Stop and Shop convenience store during work hours, the arbitrator is unwilling absent further evidence in those circumstances to assume as the Company does that grievant was going into such businesses for non-work related reasons during work time, when it is equally possible that she may only have been parked at those locations to update her records or for similar reasons – actions allowed by Company policy and procedures. In addition, the above elements occurred in many cases in conjunction with grievant properly completing numerous tags and properly reporting in FAS during the dates examined by the Company.

The Company points as supportive of its termination decision to grievant's responses at the Local Investigative Committee (LIC) meeting with grievant on February 3, 2017 where

grievant was claimed as "unable to provide specific information for the majority of the GPS discrepancies," but "rather made general statements concerning what 'might have' happened." While that is indeed what occurred at the LIC meeting, that meeting was more than a year after her termination and as much as nearly 14 months since the above-examined November 11, 2016 FAS/GPS data. It is not surprising, given this time period passage, that grievant might not remember specifics of any particular tag, and these responses do not relieve the Company of its proof burden in the circumstances here. The Union /grievant are not required to prove anything in this case. That said, it is the arbitrator's determination that, for the thirteen areas set forth above with the exceptions contained therein, the Company has met its burden of showing that grievant engaged in the conduct of which she stands accused.

Such a finding standing alone is insufficient for the Company to meet its burden in this just cause area, in that both parties agree that in order to support the termination on the bases set forth in the discharge letter here, it is necessary that the Company show that grievant had the intent to "falsify time cards" and "FAS system entries;" and "engage in work avoidance."

The essence of the offense of falsifying Company records is the dishonest nature of the conduct of the employee. The offense is committed when the employee is dishonest with respect to making or using any of the work-related records used by an employer,[5] including production records.[6]

It is necessary in such cases to distinguish between an employee's mistake or poor job performance, and dishonest acts. In these cases, the decision concerning whether the employee was dishonest must rest on an evaluation of the objective evidence, including examination of the following circumstances:

---

[5] See, e.g., General Electric Company 72 LA 391 (McDonald, 1979).

[6] See, e.g., Morrell and Company 74 LA 756 (Stokes, 1980); Super Valu Stores, Inc. 74 LA 939 (Evenson, 1980).

1) Did the employee profit by receiving money or other valuable consideration or avoiding work effort?[7]

2) Were the discrepancies in employer records inherently impossible or improbable, so that a mistake was unlikely?[8] and

3) Was the conduct repeated and thus unlikely to be a mistake?[9]

While an employee's motive is an important factor in the arbitrator's review of discipline, including deliberate falsification,[10] a lack of financial or other personal motivation is often a significant factor when grievances are sustained.[11]

In these circumstances, it is apparent to the arbitrator that particularly when the charged "waiting at home for work" accusations are factored out, the majority of grievant's Company policy violations, while important to Company operations, do not involve any grievant profiting monetarily or avoidance of work efforts. Included in this group are grievant's actions/inactions of: 1) completing tags for FAS purposes while no longer on the site of the tag; 2) showing herself en route to a tag in FAS when she was not; 3) pressing "on site" in FAS when not actual at the location of the tag; 4) failing to report her break periods on FAS; 5) failing to timely press "complete" in FAS when completing a tag; and 6) failing to notify her supervisor or dispatch when driving away from a work location for safety reasons. While these actions/inactions were certainly violations of Company policies, grievant received no monetary or other gain in these circumstances, and they therefore simply do not warrant the imposition of the ultimate disciplinary penalty of termination. In addition, while it appears that she improperly claimed travel time for ½ hour of overtime on November 11, 2016 the parties stipulated at the hearing

---

[7] See, San Jose Waterworks 76 LA 953 (Griffin, 1981); C. Schmidt Company 62 LA 14 (Atwood, 1974).
[8] See, Pan American World Airways 79 LA 147 (Lane, 1982); Wagner Electric Corporation 61 LA 363 (Ray, 1973).
[9] See, City of Detroit 76 LA 213 (Roumell, 1981).
[10] See, Brammer Manufacturing Company 83-2 ARB No. 8541 at 5407 (Talent, 1983); Frontier Airlines 82 LA 1283, 1288 (Watkins, 1984).
[11] See, Dunlap Tire Company 64 LA 1099 (Mills, 1975) Kaiser Foundation Hospital 94 LA 725, 727 (Kaufman 1990).

that the Company's normal response to such an improper action is to return the employee's time card and require a time card alteration in that area. In addition, grievant's testimony that she was allowed to claim such pre-arranged overtime by her then-supervisor was not countered by the Company. Rather, a lesser disciplinary penalty reminding grievant of her responsibilities under the FAS and GPS systems, including not to stay at home waiting for work, and citing these circumstances as areas where she needs to improve performance, is much more appropriate in such a situation.

The remaining and most serious FAS/GPS data concerns grievant's: 1) December 26, 2016 improper claim of being en route at 10:45 AM to an RGSO and indication that the job was completed; 2) December 27, 2016 one hour and 22 minutes of dead time when grievant's FAS indicated that she was en route to a "J" Street tag; 3) November 11 GPS data showing that grievant was stopped for a significant time period while the FAS data denoted her en route; and 4) November 11 FAS in which grievant claimed that she was en route to a tag when the GPS data showed her still at home. Those four circumstances appear to show that grievant "falsified entries into the FAS system" and/or "engaged in work avoidance" as set forth in her termination letter as bases for that termination action. It also appears that grievant in these circumstances demonstrated the necessary intent to engage in these improper actions and inactions. I therefore find that the Company has met its proof burden of showing that grievant in those situations is guilty of the conduct of which she stands accused.

In view of all of these findings, there remains for the arbitrator's determination of the issue of whether there exists any mitigating or extenuating circumstances which warrant a finding that the chosen penalty of termination was too harsh in these circumstances.

First in this area, the evidence shows that grievant at the time of these circumstances was a seventeen year Company employee with a spotless disciplinary record; that her annual performance evaluations praised her work performance, dedication and responsibility; and that she received a Company award for her customer service in 2015. Such a spotless and strong past employment record over a relatively long time period legitimately constitutes a factor mitigating against the chosen termination penalty.

Second in this area, as set forth above, the Company did not meet its proof burden concerning the impropriety and intent of grievant's waiting at home for work assignments, and also based this proper termination decision to a significant degree on grievant's seven above cited violations of FAS/GPS procedures. While the Company legitimately had an expectation that grievant would abide by those Company policies, such policies did not involve any monetary or other gain by grievant, but instead were relatively minor violations of Company policies. Those matters likewise mitigate to some degree against the propriety of the ultimate disciplinary penalty of termination.

This arbitrator takes very seriously the four proven acts of falsification/work avoidance found here, and particularly so where they occurred in conjunction with the lesser FAS/GPS policy violations committed by grievant and referred to above. However, the parties themselves in at least one precedential decision have provided the arbitrator with substantial guidance in circumstances such as those involved here.

A contractually precedential Pre-Review Committee (Committee) decision in Case No. 22315 involved a GSR in Chico with 23 years of service and no active discipline, and concerned the propriety of the imposition on the employee of a Decision Making Leave (DML) under the parties' contract. The grievant in that case was found to have claimed working for 49 hours over

a period of five Sundays and one Monday holiday, completing only 23 tags in approximately 9 of those 49 hours, leaving 99 such tags unworked, and spending more than 17 hours at his home on those workdays. Although the Committee decision does not specifically mention falsifying entries into the FAS system, it is clear from that case both that the grievant there made claims for paid time not worked during those work days, and that he engaged in work avoidance – as occurred in the circumstances before this arbitrator. In addition, that employee in that case left a staggering 99 tags unworked during those paid work days, in contrast to about five tags not worked in this case. It is additionally apparent that the employee in that case had an intent to falsify his work hours and functions by claiming work which he did not perform. Despite all of these elements involving what appears to be much more severe violations of falsification and work avoidance, the employee in that case was not terminated, and instead the Pre-Review Committee affirmed the propriety of a one day DML with no loss of pay. That precedential case provides a significant factor mitigating against the propriety of the termination penalty here.

This is not to say, however, that the arbitrator views himself constrained in this case to reduce the disciplinary penalty here to a DML. The parties have agreed in their stipulation concerning the issues before the arbitrator that if grievant was not terminated for just cause, the arbitrator had jurisdiction to determine the appropriate remedy. This case in my judgement requires a much more substantial disciplinary penalty than a DML. In my considered judgement, a disciplinary penalty of ninety calendar days without pay best balances the important necessity for grievant to: 1) follow the requirements of Company policies relating to FAS and GPS; 2) perform all work to which she is assigned; and 3) prospectively no longer wait at home for work when she has no work on her FAS screen; against grievant's strong and perfect past work record,

the Company's failure to prove significant portions of its case here, and the precedential case findings set forth above.

Based upon the entire above, the neutral arbitrator finds that grievant was not terminated for just cause in accordance with the collective bargaining agreement, and that instead just cause exists for imposing upon grievant a ninety calendar day disciplinary suspension without pay.

AWARD

1. The grievance is sustained in part and denied in part. The Company did not have just cause to terminate the grievant in these circumstances, but did have such cause to impose upon her a ninety (90) calendar day disciplinary suspension without pay.

2. As the remedy for the Company's contract violation, grievant shall be immediately reinstated to her former GSR position, and shall be made whole by receiving backpay, seniority and benefits starting on the date ninety (90) calendar days from the January 31, 2017 date of her termination.

3. The arbitrator hereby retains jurisdiction over the above directed remedy for a period of 120 days from the date below for the purpose of resolving disputes over the above remedy, should any such disputes occur. The 120 day period set forth above may be extended via single party request not sooner than 110 days after the date below.

January 24, 2019

RONALD HOH
Neutral Chairperson

Dennis MacAleese
Company Board Member
Concur _____ Dissent ____

Kit Stice
Union Board Member
Concur ____ Dissent _____

_____	_____
Deborah Harper	Keith Hopp
Company Board Member	Union Board Member
Concur ___ Dissent _____	Concur _____Dissent_____