

44.1 - Just cause for dis-charge - falsifica-tion of expense records.



REVIEW COMMITTEE

IBEW



MAY - 2 1989

PACIFIC GAS AND ELECTRIC COMPANY
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**CASE CLOSED
LOGGED AND FILED**

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

D.J. BERGMAN, CHAIRMAN

RECEIVED MAY - 1 1989

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

EAST BAY
~~San Francisco~~ Division Grievance No. EB-CE-30-76-88-58-15
P-RC 1322

KELLY ADAMS, Company Member
San Francisco Division
Local Investigating Committee

PAT COLLINS, Union Member
San Francisco Division
Local Investigating Committee

The above subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step 5A(i) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the decision.

Subject of Grievance

This case concerns the discharge of a 17 year Service Representative for falsification of petty cash reimbursement forms and submission of erroneous travel time.

Facts of the Case

The grievant's regular headquarters was Oakland. On May 10, 1988 the grievant reported for a temporary assignment as a Service Representative in Alameda. She had been on temporary assignment to Alameda before. Approximately May 12, the grievant called her supervisor and inquired about how to record her travel time. The supervisor explained Central Division's travel time and mileage policy which was to pay actual travel time and mileage from home to Alameda. Section 10.8 provides for travel time which is in excess of the normal commute between home and the regular headquarters.

The supervisor asked the grievant how long it took her to travel to Alameda. The grievant responded one-half hour each way. The supervisor did not at this point challenge this statement as she was unfamiliar with the geographic area.

Another supervisor later commented that an hour per day from the grievant's residence to Alameda seemed excessive and that one-half hour per day seemed more appropriate. The grievant's supervisor conveyed this

information to the grievant. The grievant responded that one hour was correct because of congestion and going through the Posey Tube.

The grievant disputes the supervisor's recollection of this conversation stating instead that she took a route around Shoreline Drive after stopping at a babysitter and therefore the one hour was accurate.

On June 24, the supervisor received four petty cash forms of mileage at 26 miles round trip. The supervisor questioned this mileage because it exceeded her commute from San Francisco. This supervisor was advised to go ahead and pay it.

To subsequent questioning, the grievant responded that she was taking the most direct route. On July 1, a supervisor drove from the grievant's house to Alameda and clocked 4.2 miles one way timed at 11 minutes. Another drive on July 6 recorded 4.2 miles and 10 minutes. When confronted on July 6 and asked to draw her route on a map, the grievant stated she could not because she was not good at map reading and drove on a lot of different streets. She said she would write down the streets that night. She denied including in her expense requests the miles and time necessary

to drop her children at the babysitter.

On July 7, the grievant told the supervisor her mileage was actually six miles one way, not thirteen. She'd made a mistake in reading her odometer. She said the six mile trip took 25 minutes and told the supervisor her route. The supervisor drove this route twice during commute and clocked 17/18 minutes and eight miles.

At the LIC meeting, the grievant gave yet another route she took and said including the babysitter, that route totaled thirteen miles. The grievant did not submit requests for time and mileage for the entire Alameda assignment.

The grievant had no active discipline.

Discussion

Discussion focussed on what the Company normally does when there is question regarding an employee's expense entitlements, that is the Company normally pays what it believes the employee has coming, then, if the employee doesn't agree, the employee may file a grievance. However, the Union believes it is inappropriate for the Company to knowingly overpay an employee then discharge the employee for submitting falsified documents.

Also discussed was the fact that the travel time and mileage provisions of the Agreement were being misapplied in this department.

The Committee also agreed that the grievant exacerbated the situation by her ever changing stories.


Decision

The Committee considered various settlement offers and finally agreed to the following:

1. Reinstatement at the Written Reminder step of the Conduct category to be active for one year from the date of her return to work.
2. Back pay reduced by outside earnings, unemployment benefits, and any overage that the Company paid for the temporary Alameda assignment. Conversely, if the grievant was underpaid for the temporary assignment, the amount owed will be added to the back pay.
3. The grievant must submit to Company a statement concerning her outside earnings and unemployment benefits for 1988 & 1989. Such statement will be subject to confirmation.
4. Company will reimburse the State directly for the unemployment benefits.

This case is considered closed based on the foregoing and the adjustments contained herein. Such closure should be so noted by the LIC.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee