

7.1 -Just cause for dischg:
Purchase of auto parts
for a friend on Company
purchase order.



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, 1513A
SAN FRANCISCO, CALIFORNIA 94105
(415) 973-1125

OCT 29 1992

**CASE CLOSED
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

RECEIVED OCT 16 1992

Pre-Review Committee File No. 1591
ENCON Grievance No. 3-2322-92-28

September 21, 1992

KEN LEWIS
Chairman, ENCON
Joint Grievance Committee

BARRY HUMPHREY
Chairman, ENCON
Joint Grievance Committee

Grievance Issue:

A Field Garage Mechanic A in ENCON Fleet Management Department was discharged allegedly without cause.

Facts of the Case:

A friend of the grievant attempted to order parts on a PG&E Local Order for a D-8 "Caterpillar" on behalf of the grievant. The vendor told the grievant's friend that PG&E employees are the only ones authorized to use the local order. The vendor then called the grievant at home. The vendor believed he talked with the grievant who gave oral authorization for the order of the parts. A few days later, the grievant's friend tried to pick up the parts for the D-8 "Caterpillar" but the vendor refused to release the parts to a non-PG&E employee. The Grievant then picked up the parts.

There are no Company D-8 Caterpillar's in service anywhere in the system.

The total cost for the parts ordered was \$293.49 and other parts for a D-8 "Caterpillar" ordered and picked up by the grievant prior to the incident came to a total of \$210.78. The grievant stated that he had been a friend with the individual mentioned for about 17 years and that the friend owned a D-8 "Caterpillar."

The grievant, who has been a mechanic for 25 years and with PG&E for 18 years, denied any wrong doing. He stated that he was not home when the vendor called about approval for the parts; that the day was the grievant's regular day off; that he thought the D-8 parts he picked up were for a T-C Grader hydraulic system; that he did not know at the time it was the wrong part. The Grievant at the LIC was able to produce all the parts in question including all that had been modified.

The Company supervisor stated that he received a report from the Corporate Security Department stating that a vendor contacted the Company regarding an attempt by a non-PG&E employee to pick up parts on the Company Local Order. As a result of this investigation and further investigation by the supervisor, it was determined that on two occasions the grievant ordered and picked up parts for a D-8 "Caterpillar," a piece of equipment the Company does not have in service; that the parts are unique to a D-8 "Caterpillar" and part numbers can only be found in the catalog for that piece of equipment; that on one occasion the part ordered was charged to a forklift.

Discussion:

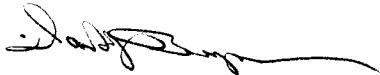
The Union argued that all the parts were recovered; that it is not uncommon if the wrong part is ordered that is not immediately returned; that the grievant never took anything for personal gain; that the parts could be modified to work in some cases; that the Company has not proved just cause for the termination.

The Company argued that the grievant's intent was to supply the parts in question to his friend at Company expense; that the Company does not have a D-8 "Caterpillar" and the grievant's explanation that he could modify the parts to work is unbelievable; that this good, experienced mechanic could not make a mistake such as ordering parts for a D-8 "Caterpillar" air intake system to be used on a hydraulic system of a T-C Grader; that just a few days after his friend tried to pick up the parts he randomly stopped by to pick them up. The Company maintains the position that he was going to supply the parts to his friend and that he lied in the investigation.

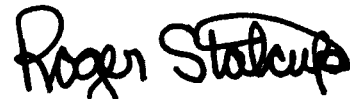
Disposition

Clearly, the parts that were ordered were for a piece of equipment the Company did not own. The Grievant has failed to give a reasonable explanation for his actions. On the basis of the grievant's credibility and his attempt to embezzle, the Committee agrees that the discharge was for just cause.

The case is closed without adjustment.



DAVID J. BERGMAN
Chairman
Review Committee



ROGER W. STALCUP
Secretary
Review Committee

JAMoffat(223-5665):jg