



REVIEW COMMITTEE

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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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R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Sacramento Grievance NO. SAC-95-64
Fact Finding Committee No. 6166-95-26
Pre-Review Committee File No. 2014

Mr. Dennis Taylor
Company Member
Local Investigating Committee

Mr. Wayne Greer
Union Member
Local Investigating Committee

Subject of the Grievance:

This case concerns the discharge of a 24-year Service Representative for violating Standard Practice 735.6-1, specifically submitting a falsified expense reimbursement request.

Facts of the Case:

The grievant worked in the Sacramento office and was assigned to attend four weeks of training at the San Ramon Learning Center from March 20 - April 13, 1995. At the conclusion of the training, the grievant submitted two expense reimbursement forms totaling \$352 based on 1160 miles driven at \$.30/mile and four bridge crossings. There were no other expenses claimed.

Prior to approving the reimbursement forms the supervisor asked the grievant if he commuted to and from the schools with a co-worker. Grievant denied that he had. A few days later the supervisor checked with the registration desk at San Ramon and learned that the grievant and co-worker both checked-in at the same time on Sunday evening, April 9, for the last week of school; both listed a red Nissan truck on the registration form. The supervisor found out from another supervisor that the co-worker owned the truck.

The supervisor called the Security Department who conducted an investigation. The grievant told Security that his daughter drove him to the school on Sunday, March 19 in her personal vehicle; he commuted the next three weekends with the co-worker in the co-worker's car; and that he drove the co-worker's vehicle home on Friday, April 13, while the co-worker stayed in the Bay Area. The grievant further stated he gave the co-worker \$20 for the rides and put \$11 worth of gas in his car on April 13.

The grievant stated that seven or eight years ago, he was told by another employee that he could claim commute expenses when attending training schools even if you commute with someone in their vehicle. He could not remember who that person was.

Discussion:

The committee reviewed the expense reimbursement and mileage report. The grievant put in for mileage on dates when he rode with his co-worker. He also recorded odometer reads inconsistent with those of the co-worker but rather were consistent with the odometer read from his daughter's car. The committee is in agreement that this was a falsification; is a serious violation of the Employee Conduct Standard Practice for which discipline up to and including discharge are appropriate; and cannot be condoned.

The Union opined that while the grievant was not entitled to mileage on all of the dates shown, he was entitled to it for March 19 and April 13. The Union cited Sections 15.6 and 15.7 of the Clerical Agreement. Section 15.6 provides for the Company determining what transportation method to authorize for a temporary assignment to a non-commutable location. Section 15.7 provides that an employee may elect not to utilize the method selected by company in which case the employee is entitled to reimbursement at the common carrier rate. There is no information in the record as to how much it would have cost to go to and from San Ramon to the grievant's residence by any common carrier.

Review Committee Decision 204 supports the Union's interpretation as to the grievant's entitlement to the common carrier rate, in that, supervisors have a responsibility to conduct pre-assignment discussions with employees as to what reasonable expenses the company will reimburse. Section 15.6 also contemplates such a discussion about transportation. That did not occur in this case.

Next the committee discussed the level of discipline noting that the grievant: had long service; had no active discipline; was entitled to reimbursement of some expenses yet we don't know how much or if it exceeded the claimed amount. The committee reviewed several other similar cases which did not result in discharge and one that involved a reinstatement. Based on the all of the foregoing, the Pre-Review Committee determined that discharge was too severe.

Decision:

The grievant will be reinstated to a Service Representative position in his former headquarters at the Sacramento office, on the same schedule. He shall receive backpay for one-half of the time between June 2, 1995 (termination date) and the date of his return, exclusive of outside earnings. All benefits will be restored except for vacation adjusted pursuant to Section 8.5(a). The grievant will receive a Written Reminder in the conduct category effective with his return.

This case is closed based on the adjustments contained herein.

Margaret A. Short
Margaret A. Short, Chairman
Review Committee

Roger Stalcup
Roger W. Stalcup, Secretary
Review Committee

12/7/95
Date

12/7/95
Date