



REVIEW COMMITTEE

IBEW



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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Fresno Division Grievance No. FRO-96-18
Fact Finding Committee No. 6352-96-063
Pre-Review Committee File No. 2058

MELANIE CURRY
Company Member
Local Investigating Committee

FRANK HUTCHINS
Company Member
Local Investigating Committee

Subject of the Grievance

This case concerns the discharge of a 13 year Service Representative from the Fresno Call Center for entering the computer system between July 1, 1995 and February, 1996, to access records for her own residential account to delete between six and eight 15 day/48 hour notices and to grant herself a credit extension on two occasions. She also entered the account of a friend, who is also an employee, to delete a 48 hour notice from that account record.

Facts of the Case

In a statement signed by the grievant during an Internal Auditing investigation, the grievant acknowledged making "a few extensions on my PG&E account and removing some notices". She stated that she did not realize that what she did was illegal or she would not have done it.

On May 8, 1995, Company distributed to all the Call Centers and Credit Center document titled "The Customer Connection". This document states, in part: "employees shall not grant credit extensions on behalf of themselves, other family members, or friends without the knowledge and written approval of their supervisor." The LIC Report states that on May 11, 1995, this document was reviewed with Fresno Call Center employees and that employees were provided with a copy of the document. Grievant stated she did not recall knowledge of this policy, but records support a finding that she was present during the discussion.

The deletion of a 15day/48 hour notices violates Standard Practice 735.6-1 by falsifying Company records. One of the two credit extensions entered by the grievant into her personal account exceeded the 15/30 day policy, i.e. past due amount can be extended 15 days; current amount can be extended 30 days. The grievant did pay on the date committed.

The grievant had no active discipline at the time of discharge.

Discussion

The Pre-Review Committee discussed at length the issues in this case, the impact of the grievant's actions on the Company, and the severity of the discipline. Company explained that deleting the notices allowed the grievant to avoid a request for a deposit. When a customer receives more than three 48-hour notices in a 12-month period, they are subject to a demand for a deposit in an amount that is twice the highest bill to reestablish credit. Granting extensions to pay past due accounts delays payment resulting in lost cash flow and interest on money owed.

Company also pointed out that in 1995 renewed emphasis was placed on revenue collection. Additional training was provided to all Service Representatives in assessing customer credit worthiness, more stringent rules around the granting of credit extensions, and requests for deposits. This was all done to significantly reduce the amount of lost revenue and the amount of annual write-off.

Company argued that it expects employees would pay their PG&E bills on time, however, employees who do not are treated the same as any other customer, but this employee and others were disciplined for using their position so that they receive better treatment than a customer, for personal gain. Company views this to be a very serious transgression of the employment relationship.

Union understands and agrees with Company's reasons for the Credit and Collections Policy and does not condone the grievant's actions, however, strongly believes the penalty was too severe. Union provided Company with examples of other employees who had engaged in similar activity but received discipline less than discharge. In those examples, Company believed there were reasons to differentiate the discipline, so were not convinced the penalty in this case was too severe. Union did not agree.

However, while this case was being discussed at PRC, other employees in the Fresno Call Center were being investigated for similar activity. As a result, it came to management's attention that prior to the grievant's discharge, two other employees in this headquarters who had violated the Credit and Collections Policy were not disciplined at all.

DECISION

Based on the inconsistency of treatment in this headquarters and department, that is, no discipline vs. discharge, the PRC agrees to reinstate the grievant with a Decision Making Leave effective the date of her return to work (5/28/96-5/27/97 inclusive). Although the Union does not believe the Company offer is adequate, the grievant wants to return to work and so agreed to close this case by reinstatement of the grievant to her former position and headquarters, with backpay for one half of the time since the discharge (from 3/5/96-5/24/96), exclusive of any outside earnings. The grievant is to be paid for the Memorial Day holiday on 5/27/96. She will be assigned to a different Team Lead during the active period of the DML. Reinstatement is with benefits intact, including vacation entitlement for 1997.

Settlement of this grievance does not prejudice the position of the parties.

Margaret A. Short
Margaret A. Short, Chairman
Review Committee
5/31/96
Date

Roger W. Stalcup
Roger W. Stalcup, Secretary
Review Committee
5/31/96
Date