



REVIEW COMMITTEE

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**CASE CLOSED
FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Stockton Grievance No. STK-97-07
Fact Finding File No. 6567
Pre-Review Committee Case No. 2120**

JODEANE FISCHER
Company Member
Local Investigating Committee

GARY HUGHES
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the discharge of a Gas Service Representative for violation of company policy by charging a customer \$15.00 for the installation of a flex connector.

Fact of the Case

On May 16, 1997, a customer called the company to report a gas leak. The grievant responded to the customer's residence but was unable to locate a gas leak. On May 28, 1997, the same customer again called to report a gas leak. The grievant responded and discovered a gas leak at an adapter between the pipe and the wall flex connector. The grievant informed the customer that in order to repair the gas leak, the flex connector would need to be replaced. However, the grievant told the customer that the company did not replace flex connectors. The grievant stated that during this discussion the customer became confused and as a result, the grievant told the customer that he would replace the flex connector but would have to charge the customer. The grievant proceeded to install the flex connector and charged the customer \$15.00, which the customer paid in cash. The grievant stated that either one or two days following the installation of the flex connector, he went to Ace Hardware and purchased a replacement flex connector. However, the grievant was unable to provide a receipt for this purchase. The grievant denied that he kept the \$15.00 which he received from the customer.

The charging of the customer for the flex connector is a violation of company policy as a Gas Service Representative has the discretion of replacing a flex connector at no charge to the customer. In addition, a flex connector can be replaced in situations which fall under the parameters of the Flex Connector Replacement Program (FCRP).

In the LIC Report, the grievant stated that he charged the customer of record, the landlord, stating that "landlords have money and he wasn't going to give him everything for nothing".

During the investigation, the grievant was also questioned regarding two separate purchases he made for parts using his P Card on May 24, 1997 and June 2, 1997. The grievant provided the company with the addresses at which the grievant stated these parts were installed. However, after the company was unable to locate the parts, the grievant admitted to the company that he provided these addresses in order to get the supervisor "off his back" and could not recall where he installed these parts.

At the time of discharge, the grievant was currently on an active Decision Making Leave (DML) issued on October 4, 1997 for being out of his work area and conducting personal business on company time. In addition, since the issuance of the DML, the grievant had been issued three separate coaching and counseling sessions for the following:

- December 30, 1996 - Conduct regarding customer complaints.
- March 13, 1997 - No Call/No Show.
- April 30, 1997 - Failure to comply with the service reports policy by not providing customers with their copy of the service report. Between 40-50 copies of these reports were found behind the back seat of the grievant's company vehicle.

Discussion:

The Pre-Review noted that the grievant has held the classification of Gas Service Representative for 26 years who as a result is aware that charging a customer for a flex connector is clearly inappropriate. In regards to the replacement of the flex connectors, the LIC Report does not include a description of the Flex Connector Replacement Program (FCRP) outlining instances in which a flex connector could be replaced. However, the Pre-Review Committee noted that it is clear from the testimony provided for in this case that it is inappropriate to charge a customer for the replacement of a flex connector.

In reference to the C&C's issued to the grievant, while the Committee agreed that there was no dispute over the C&C session held on April 30th, some dispute did exist over whether it was made clear to the grievant that the discussions on 12/30/96 and 3/13/97 were formal C&C sessions. The Committee agreed that management has the responsibility to ensure that communication is clear in regards to a C&C session with an employee.

DECISION

Based on the facts of this case, the Pre-Review Committee agrees that the discharge was for just and sufficient cause.

This case is closed.

Margaret Short
Margaret A. Short, Chairman
Review Committee

2/25/98
Date

Roger Stalcup
Roger W. Stalcup, Secretary
Review Committee

2/25/98
Date