



**Pacific Gas and
Electric Company**

REVIEW COMMITTEE

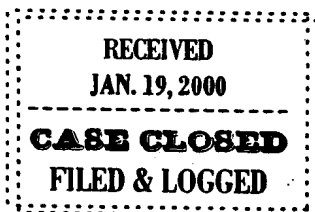


IBEW

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MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL



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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PERRY ZIMMERMAN, SECRETARY

East Bay Division Grievance No. OAK-99-16
Fact Finding No. 7057-99-215

East Bay Division Grievance No. OAK-98-31
Fact Finding No. 6898-99-056
Pre-Review Committee No. 2247

Karen Savelich
Company Member
Local Investigating Committee

Lula Washington
Union Member
Local Investigating Committee

Subject of the Grievance

This file is comprised of two grievances, same grievant. The first case concerns a Decision Making Leave (OAK-98-31); the second case concerns the subsequent discharge (OAK-99-16). The grievant was a Credit Representative in Oakland.

Facts of the Cases

DML

On May 7, 1998 the grievant took a cash payment of \$150 in the field from a customer. A review of all the stubs and tapes in the local office by the office cashier did not reveal a record of this payment being turned in by the grievant even though the customer had a receipt and the grievant acknowledged having accepted the payment.

Approximately July 14, 1998 a customer came into the Berkeley Office with a receipt for \$150 and questioned why the payment was not posted to her account. The lead clerk in the Berkeley Office called the East Oakland Office, where the grievant is headquartered, to ask if such a payment had been turned in. As stated above, no such payment was found. The East Oakland Office had to correct their records to show the office \$140 short for that day (one cashier was actually \$10 over that day), and the customer's account was credited \$150.

The grievant said when she has collected money before, she turns it in to either the Lead Clerk - Sr. Service Rep. I or to the Office Cashier - Service Rep. These two employees deny receiving the \$150 payment, and in fact, are the two who reviewed the records to try to find the payment. The grievant's own testimony is that when she has turned in payments in the past, she is given a receipt for the amount turned in by the Lead Clerk or Office Cashier. They also confirm this to be the practice. The grievant could not produce a receipt for having turned in this payment.

The Credit Extension and Restoration of Service Policy states:

"It is the policy that payments by cash or check will be denied by Field Representatives. If special conditions or unusual circumstances prevail (i.e., seniors, handicapped, life support, inclement weather), payment by check may be accepted."

Initially the grievant indicated she accepted payment because the customer was owed credits, that she called into one of the Call Centers to verify the customer was owed, she was not specific as to how much the customer was owed. There is nothing in the Joint Statement of Facts that indicates the customer was owed anything. However, the supervisor testified that \$857 was owed on the account at the time of collection and it would have taken \$600 paid in the office to keep service on so collecting \$150 was not only contrary to policy but insufficient.

Later the grievant indicated she accepted the cash payment because the customer was ill and unable to go into the office. Prior to the grievant's supervisor being notified of this situation, the grievant called the supervisor to say that she would rather pay the money back than lose her job.

Shortly after the DML, the grievant received coaching and counseling for unavailability and suspicious use pattern and for inappropriate conduct in the office.

DISCHARGE

On April 23, 1999 the Lead Credit Representative notified the supervisor that the grievant had not turned in her weekly Shut Off for Non-Payment Report prior to going on vacation, even though he had requested it several times before she went on vacation. The Lead Credit Rep. was instructed to find the grievant's work and complete the report. The Lead and the supervisor were unable to find her work and had to estimate the report. In addition, they found many tags that were blank with no indication on them that any work had been done; what they did find was unorganized and incomplete; some of it was very old.

The grievant returned to work on April 27, promised to complete the report but didn't. She again took on April 30. Again she did not turn in her report. The Lead reported this to the supervisor and also stated he did not believe the grievant had performed any work that week. The supervisor asked the Lead to verify some of the grievant's work. He called a few of the customers who should have been shut-off and found that their service was still on.

Additionally, the Lead and two other Credit Representatives checked the grievant's work from April 28 and found that many of the customers were still on; they shut the customer's off as of April 30. The grievant was given until May 21 to provide documentation that she had actually performed the shut-offs on April 28. The grievant could not provide any explanation. She again took vacation the following week.

On June 2, a Revenue Protection Representative was given a list of 15 randomly selected accounts from the grievant's assigned work for April 19, 27, and 29, 1999. Of those 15, 11 were still on, three were locked and one was the wrong account number. None of the services that were still on showed evidence of tampering. Grievant admitted she did not shut off some accounts.

On June 3, the Revenue Protection Rep. was given 22 accounts from April 19 and April 22. Of the 22 accounts the grievant indicated were shut-off, 18 were still on and there was no evidence of tampering.

On June 16, 1999 a customer came into the office with a receipt completed by the grievant for \$147 cash collected in the field that had not been posted to the customer's account. Again the Lead Clerk and Office Cashier (the same ones that conducted the May 7, 1998 review) researched all the office collection records for May 4, 1999, the date of collection, and could find no such payment record. The customer's account was credited and again the office was short. The grievant remembered taking the payment and did so because the customer had been ill with the flu. She did not have a receipt for turning the payment into the office.

When asked what she does all day, the grievant indicated that some days she sits in her car and goes over things in her head or cries. She also indicated she sometimes marks work completed on her log in advance with the intention of returning to do it. Initially, the grievant declined a referral to EAP as she indicated she didn't have any faith in EAP as she had a bad experience with them before. She indicated she was being treated at Kaiser for problems with alcohol. She did go to EAP in June.

Finally, on June 28, 1999 the supervisor received a letter from a customer that was about to be shut-off for non-payment. The customer, who is a hairdresser, indicated she made arrangements with the grievant to provide hair services each week for the grievant and the grievant would pay the hairdresser's energy bill. The grievant made a couple payments, then wrote the company a check for \$150 which was returned insufficient funds. The amount owing was \$447.74. Prior to when the 48 hour notice would have been sent to this customer, the grievant entered the account and changed the mailing address from the hairdresser's address to her own.

The grievant was hired July 13, 1980 and discharged July 16, 1999.

Discussion

Union opined the grievant was having personal problems which contributed to her difficulties at work. Given that she was seeking treatment for her problems and that she had long service, just cause did not exist for her discharge and she should be given another opportunity to continue her employment.


Company opined that the grievant had an opportunity to address her personal problems prior to the DML and certainly afterwards. Further, the grievant was actually given the benefit of doubt with the collection that resulted in her DML. She was disciplined for failure to properly safeguard company funds. Had company been able to clearly demonstrate that she kept the money, she would have been discharged at that time consistent with Review Committee Decision 1451 and 1452. In any case, the grievant violated the policy prohibiting collection in the field by accepting cash from the customers, falsified company records by indicating work was performed that was not, failed to properly safeguard company funds twice, and finally altered customer records without authorization. The grievant's credibility is lacking.

The Union opined that notwithstanding the collection policy, employees do take payments in the field at their discretion, including cash. The Union expressed concern that employees could be disciplined for violating the cash rule even though there is a clear audit trail documenting that the payment was turned into the company.

Company responded that was not this case, nor have we seen such a disciplinary case at this level of the grievance procedure.

Decision

The Pre-Review Committee is in agreement that just and sufficient cause existed for the DML and discharge of the grievant. This case is closed without adjustment.



Margaret Q. Short, Chairman
Review Committee

1/19/00

Date



Bob Choate, Secretary
Review Committee

1-19-00

Date