

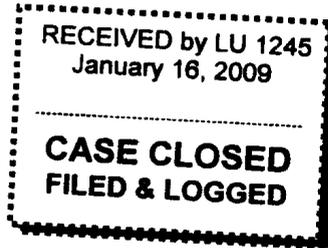


## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
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BOB CHOATE, SECRETARY

JOHN A. MOFFAT, CHAIRMAN  
DECISION  
LETTER DECISION  
PRE-REVIEW REFERRAL

**Pre-Review Committee No. 17743  
Customer Care – San Jose Contact Center**

Voncille Williams  
Company Member  
Local Investigating Committee

Debbie Mazzanti  
Union Member  
Local Investigating Committee

### Subject of the Grievance:

This case is the termination of a Customer Services Representative for misuse of Utility Balance Payment Plan for personal benefit in violation of USP1.

### Facts of the Case

The grievant is a Customer Service Representative. Hired April 1, 1996 and was terminated August 8, 2007.

The grievant had manipulated her personal account by making only two monthly payments between June 20, 2005, and April 26, 2007, thus avoiding shut offs by moving in and out of payment plans. During this time period, she had written four checks with insufficient funds to the company. She has viewed her account on 190 different days in a 19 month period; has broken four payment plans; and has avoided being shut off by manipulating her account between declaring hardships and taking advantage of PG&E Winter and Heat Storm extension programs.

The grievant was familiar with the Company's Conduct Policy, Call Center Employees Conduct Summary and the Pay Plan Guidelines.

### Discussion

The Union argued that the Company references the Employee Conduct Summary and Gen Ref. The summary states "Extending credit to self, family, or friends." Gen Ref states, "Employees who need a Pay Plan on their own account are not to enter Pay Plans on their own account, a family member's account, and a friend's account." The grievant did none of these. There is absolutely nothing in the Conduct Summary that prohibits an employee from

looking at their own account whether it is 1 or 1000 times. They are, however, prohibited from making any changes or extensions to own account, by which, this grievant did abide. Therefore there was nothing "inappropriate" about viewing her account nor did it give her any undue advantage. She could have obtained that same information with a call to Customer Services, going to a Customer Service front counter just across the walkway from the Contact Center, figured it out based on her account number, checking on line or any other number of ways. There is nothing to say that she did not do any of these things. Either way, there were no rules broken here. Interestingly, the Company's own automatic equipment (SEBEYOND) did not reject this account but rather enrolled her for BPP. This auto system is available to ALL CUSTOMERS and supposedly has a built in screening process. It is also important to note that on at least 3 different occasions Consumer Affairs made pay arrangements on this account at various stages in the over-due status and at one point called the grievant at home and left a message to offer assistance. They extended the account in July of '07 and again in August of '07.

This employee never made any entries or arrangements on her own account herself. Because everyone knows you aren't supposed to go into your account and make any changes. Yet as all these cases were unfolding throughout the system there was a case where an employee went into her own account and placed herself on BPP or some other payment plan at least 6 times, and the level of discipline was a DML. It is the Unions opinion that the Company has demonstrated another clear case of disparity of treatment.

The Company contends the Grievant was terminated for just and sufficient cause. The Grievant used her business experience and knowledge of company pay plans and BPP to manipulate the payment process and avoided making payments for over a year and a half. The Grievant moved in and out of pay plans each time she received notice of shut off and on 4 occasions wrote bad checks to avoid shut offs. Each time the Grievant began a new payment plan or began BPP or wrote a bad check, the credit follow up process started over and eliminated the shut off. Additionally, the Grievant states her awareness of how to make changes to her account, is by calling in. However, the Grievant chose to go against policy guidelines and asked a co-worker to add BPP to her account, during a time she was not eligible to participate in BPP.

During the LIC, the Grievant states she confided a hardship which warrants special payment consideration. On January 20, 2006, the Grievant's account history indicates she confided a private hardship, which may warrant special pay consideration for her broken pay plan. General Reference states Hardships apply to Pay Plans only if one of the following hardships exists: Active Military Duty, Death in the family, Disaster-fire/flood (where customer has to rebuild, etc.) or Hospitalization.

Hardships do not apply to BPP, which is a further indicator (in addition to not meeting the BPP guidelines) Petra was ineligible for BPP on February 20, 2006, when her co-worker added BPP to her account.

The Grievant attended SEL Credit training and has worked numerous overtime assignments, during which, she handled credit related calls. The Company contends the Grievant was very familiar with the credit follow up process and knew how to move between pay plans and BPP to avoid making payments and avoid shut offs. Additionally, the Grievant knew when to move between pay plans and BPP.

The Grievant inappropriately viewed her own account 190 times for no apparent business reason. However, in doing so, the Grievant received the benefit of advance knowledge of her outstanding balances, of when to expect a bill, when to expect a shut off notice and to plan when to move to another pay plan or to BPP.

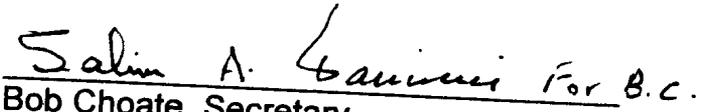
The Grievant was terminated for just and sufficient cause for violating the Company Utility Conduct Summary, Utility Standard Practice 1, the Call Center Employee Conduct Summary and the Pay Plan Guidelines,

Decision:

The discharge was for just and sufficient cause and the case is closed without adjustment.

  
John A. Moffat, Chairman  
Review Committee

1/14/2009  
Date

  
Bob Choate, Secretary  
Review Committee

01-14-2009  
Date