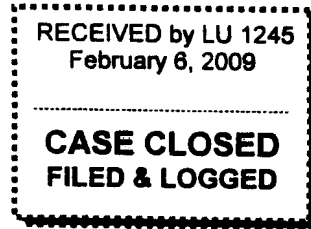




REVIEW COMMITTEE



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JOHN MOFFAT, CHAIRMAN

BOB CHOATE, SECRETARY

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Pre-Review Committee No. 17994
Customer Care – Customer Service, East Oakland

Bryan Kauffman
Company Member
Local investigating Committee

Lula Washington
Union Member
Local Investigating Committee

Grievance Issue:

The discharge of a Customer Service Representative for violating the credit policies of the Balance Payment Program (BPP) by removing and adding a customer to BPP on their residential and commercial accounts resulting in credit extensions they were not entitled to receive.

Facts of the Case:

The grievant, with six years of service, was discharged for violating the Employee Conduct Summary and USP 1 by intentionally violating the Balanced Payment Plan credit guidelines.

An investigation was conducted on November 6, 2007 by Corporate Security regarding the grievant's transactions on a customer's accounts. The results of that investigation were that the grievant had intentionally made ten transactions on five different occasions wherein she, removed this customer from the balanced payment plan and then re-enrolled the customer in the plan in violation of the credit guidelines.

The grievant acknowledged during the course of the investigation that she had done this for the customer. At the time of the investigation, she stated that she did so because the customer was in a difficult financial situation and she was attempting to help the customer out. No connection between the customer and grievant was established.

The grievant stated the customer can request to come off of the BPP at any time. The customer requested to come off on October 16, 2006.

The grievant told her supervisor at the time of the investigation, that she had put the customer on the BPP after the system had removed the customer once. This statement was made after her conversation with Corporate Security.

The Supervisor stated that if the system had removed the customer from the Plan, that the grievant was not the party who should have re-enrolled the customer. A supervisor should have done that. The guidelines state that a customer who is removed by the system is barred from re-enrolling in the BPP for 6 months. He stated the same is true if a customer requests to be removed.

There is nothing in the system which will stop an employee from re-enrolling a customer when it is not appropriate. Rather, a notice appears telling the employee that the customer had been removed from the program.

The grievant stated during the LIC meeting that she did remove and add the customer's personal account in the BPP during the winter care program on November 13, 2007. Her understanding was that the credit guidelines during the winter care program allowed this. She stated the employees were told in a tailboard, that there were no credit guidelines for BPP during the Winter Care Program and that customers would be put on without any restrictions. There was one other instance of removing the customer's residential account from the BPP on August 8, 2007 and then re-enrolling it on that same day. The grievant stated that the reason she did this was so she could check to see what the customer would owe if they decided to remove themselves from the program. She stated that the only way to accurately tell what the actual bill would be is to take the customer off.

The supervisor testified that it is not necessary to remove the customer from the BPP in order to check the amount due that the customer would pay if removed from the Plan. Simple math could be used to ascertain the amount due.

The grievant stated with regards to the customer's commercial account that she did remove and re-enroll that account due to the high nature of the customer's bills. She was making an attempt to help this customer because the customer appeared to her to be earnestly trying to pay their bills. The grievant removed the customer three times and re-enrolled the customer three times in an effort to assist that customer. The grievant did acknowledge that she was acting contrary to the BPP credit guidelines with respect to commercial accounts. She said she was trying to help the customer and not really looking at the guidelines.

According to the BPP guidelines, a customer who requests to be removed from the Plan can be re-enrolled at a later date without any waiting period. However, upon re-enrollment, the customer must meet the required credit guidelines. When the grievant re-enrolled the customer in question on August 7, 2007, the customer did not meet those guidelines. When asked why she did not check with a supervisor to see if this would be an acceptable practice, she stated that she used her judgment. She stated that the supervisors were not always in the office, that they are frequently in meetings, or otherwise unavailable. She stated they were always busy and short staffed. She did not want to make other customers in line wait while she was checking with a supervisor. She did acknowledge that at no time did she attempt to ask a supervisor for input. She stated she believed that if a customer requests to get off of the BPP, the customer can go back on at any time.

The grievant acknowledged that around April of 2007 that she was aware of other employees who were discharged for violating BPP credit guidelines, although she distinguished those employees from what she did because they were acting on behalf of friends and coworkers.

The determination to discharge was based upon the fact that the grievant had acted intentionally to arrange for the customer to continue to run up a large bill and the company was acting consistently with regards to other employees who intentionally violate the BPP credit guidelines.

The grievant stated she received no gain for the actions she took on behalf of the customer. Her sole goal was to try to help the customer.

Discussion

The Union believes that this discharge has less just cause basis than the other BPP cases that resulted in the discharge of those employees. In this case, the grievant was simply trying to help a customer. There is no personal connection between the grievant and the customer.

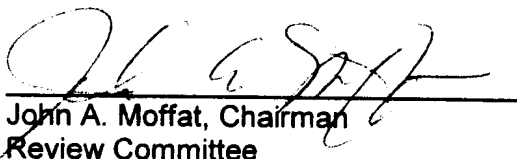
The Company believes that the discharge was for just cause. The grievant acknowledges that she knowingly violated the credit policies in order to extend the customer's credit beyond that which she was entitled. The grievant acknowledges that she was aware of other employees discharged for the same offense. She felt she would not be discharged because she was violating the policy for a stranger, and not a friend or co-worker.

The Company establishes credit policies to protect the Company's assets and to ensure that all customers are treated equally. For whatever reason, the grievant took a personal liking to this customer and chose to violate credit policies because she felt sorry for the customer. The Company cannot allow employees to pick and choose when they want to follow policies. It makes no difference whether the beneficiary of the grievant's generosity with Company credit was a friend, co-worker, or customer. Discharge was the appropriate and consistent action.

Decision

The grievant knowingly violated the credit policies in order to extend the customer's credit beyond that which the customer was entitled. The grievant acknowledges that she was aware of other employees discharged for the same offense. The grievant was discharged for violating the policy. It is not appropriate to reduce the discipline because she did it for a regular customer, and not a friend or co-worker.

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


John A. Moffat, Chairman
Review Committee

2/6/09
Date


Bob Choate, Secretary
Review Committee

2/6/09
Date