



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

Pre- Review Committee Numbers No. 24667 & 25124 Customer Care – Contact Center Operations – San Jose

Lisa Bechtel
Company Member
Local Investigating Committee

Eddie Moreno
Union Member
Local Investigating Committee

Subject of the Grievance

These cases concern a Decision Making Leave for attendance and the subsequent termination of the same grievant for failure to follow the expectations of her DOT Treatment Plan.

Facts of the Cases

In April 2018, the grievant received a Decision Making leave for Attendance following several instances of unavailability. She had previously received a Written Reminder in Attendance for similar attendance issues. The DML activation had been extended due to the Grievant's time off in accordance with the agreed to Positive Discipline Guidelines. (LA 87-189)

Subsequent to the DML, the grievant had self-identified a concern through the Company's EAP and DOT program. She then agreed to an Ongoing Care Plan Agreement in writing in early 2018. After a few months, the Employee Assistance Program Substance Abuse Provider notified the company that the grievant had not met the expectations of her Ongoing Care Plan Agreement. Due to her failure and active DML, her employment was terminated.

At the time of termination, the Customer Services Clerical employees represented by IBEW 1245 were included in the Company's DOT Program. In 2020, the parties received a letter from Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) that the classification should no longer be included in the program.

Discussion

The parties agreed that the Decision Making Leave was appropriate and for just cause given the significant notification of attendance expectations and the grievant's failure to change her behaviors.

However, The Union argued that since the grievant should not have been included as a covered classification under the DOT Program, the termination was inappropriate and not for just cause.

The Company maintained that the grievant provided her understanding and agreement to the conditions of the DOT Program ongoing care program. Given that she clearly understood the expectations of that agreement, the termination was appropriate and for just cause.

Decision

Based on the specific facts of this case, the parties agreed to an equity settlement.

Subject to a drug and alcohol pre-employment screening, the Grievant will be reinstated as a Service Representative (Part-time) at the Fresno Contact Center. The Company will determine available schedules and discuss any options with the Union prior to reinstatement. This reinstatement is dependent upon the grievant successfully completing the screening. If grievant does not successfully complete the screening, her employment will remain terminated, this grievance will remain closed.


The grievant will not receive any back-pay but will return with her previous seniority intact. The grievant will be credited with the number of vacation hours she would have accrued since the date of termination. She will be credited with 80 hours of sick leave as well as any sick leave forfeited at the time of termination. She will also receive service credit toward the retirement plan. Further, she will also receive reimbursement for any out of pocket expenses for benefits premiums she incurred to replace her PG&E benefits, from the date of her termination to the date of reinstatement.


Upon reporting, the grievant will be placed on a Decision Making Leave in Conduct for attendance and for the violation of the treatment program. Upon receipt of the DML, the Grievant will receive a supervisory referral to the Employee Assistance Program. The Decision Making Leave will be active for one year. During this one year DML active period, should the Grievant be found unfit for duty, she may be terminated with rights to the grievance procedure only to clarify the facts of the case.

This case should be considered closed based on the above and without prejudice toward any other cases.

For the Company:

For the Union:

 10/09/2020
Kathy Ledbetter, Chairperson Date
Review Committee

 10/08/2020
Lloyd Cargo, Secretary Date
Review Committee