

7.1: Lineman discharged for unauthorized use of Co. vehicle & leaving tools & materials exposed - overturned, reinstated with backpay and benefits.



REVIEW COMMITTEE



RECEIVED JAN 30 1995

IBEW

PACIFIC GAS AND ELECTRIC COMPANY
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P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

CASE CLOSED
FILED & LOGGED

JAN 30 1995

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

RICK R. DOERING, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

North Bay Division Grievance No. SNR-93-05
Pre Review Committee File No. 1741
Review Committee File No. 1773

REVISED REVIEW COMMITTEE DECISION

Grievance Issue: Discharge of a Lineman allegedly without just and sufficient cause.

Facts of the Case:

The grievant was on an active DML that he received for attendance. The DML was received on April 23, 1993. On August 9, 1993, the grievant was discharged for "unauthorized use of a Company vehicle for commute purposes" and for leaving the Company vehicle loaded with tools and material in a "Park and Ride" over the weekend.

On July 30, the grievant commuted to work with another employee. This other employee came to the job site and told the grievant he had an appointment and had to leave. The other employee was the driver in the car pool and had just remembered that he had an appointment. The grievant asked this employee to get him a vehicle to drive home. The car pool driver told the grievant he would get a set of keys and put them in the Electric Crew Foreman's drawer. At 3:15 p.m. the grievant found a set of keys for an S-10 pickup in the ECF's drawer. The grievant however could not find the vehicle. At 3:30 p.m. he took the ECF's truck and drove to "Park and Ride" and left the vehicle at that location. The "Park and Ride" is across the street from the local Highway Patrol office.

On Monday, August 2, the Electric Crew Foreman could not find his vehicle. An employee told the ECF that the grievant who was on vacation had taken the vehicle home Friday. The Gas and Electric Construction Supervisor called the grievant at home. The grievant stated that the employee he car pooled with said he would bring the vehicle in. The Supervisor told the grievant that the other employee called in sick. The grievant then offered to bring the vehicle in and the Supervisor declined the offer.

The grievant had left unsecured in the bed of the truck, miscellaneous equipment and materials. There was nothing missing from the vehicle.

A number of crew members were interviewed by the Local Investigating Committee regarding the use of Company vehicles. The answers varied from anytime you need a ride because of overtime or because your ride is not available, to only on overtime assignments, to with permission or with or without permission. No written policy was presented to the committee.

Discussion and Disposition:

The Committee agrees that the grievant took the truck home and assumed that he had permission based on his understanding of the vehicle policy in the division. He could have used better judgment where he left the vehicle, failure to secure tools and equipment and who he relied on to return the vehicle.

The discharge letter states that he was discharged for, "Your unauthorized use of a Company vehicle for commute purposes is a clear violation of Company policy. In addition, your decision to leave a Company vehicle loaded with tools and material in a "Park and Ride" parking lot over the weekend demonstrates a total disregard of Company property."

It appears to the Committee that there is not a clear and concise vehicle policy as demonstrated in the testimony from crew members. There was no written policy provided to the Committee and it was clear from the testimony that whatever the policy was in the division it differed from the Standard Practice. So it is unclear what Company Policy he violated since the policy is unclear.

The Committee agreed due to the fact that there was not a clear and unambiguous vehicle policy in the division that the discharge was not for just cause.

The Committee agreed to pay the Grievant the back pay and benefits less outside earnings had he retired on December 1, 1994. The Grievant is also eligible for the following in lieu of severance payment:

| | |
|--------------------|------------------|
| \$953.15 X 4 = | 3,812.60 |
| \$953.15 X 15.83 = | <u>15,088.36</u> |
| | \$18,900.96 |

This case is closed.

FOR COMPANY:

John A. Moffat
William G. McLoughlin
Larry F. Womack
Jane K. Yura

By: 

Date: 1/24/95

FOR UNION:

Roger W. Stalcup
William Bouzek
Sherrick Slattery
James G. Lynn

By: 

Date: 1/24/95