



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

RECEIVED JUN 17 1998

CASE CLOSED
FILED & LOGGED

IBEW
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

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE FILE NO. 1814

SUSAN CUNNINGHAM
Company Member
Local Investigating Committee

ED CARUSO
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the discharge, effective September 15, 1997, of an Operator Mechanic, Hollister, for misuse of his assigned Corporate Credit Card and Company funds.

Facts of the Case

In late August 1995 grievant began a temporary assignment into an exempt position which required extensive travel. On September 13, 1995, the grievant signed the Corporate Credit Card Agreement which states in part:

"I fully understand that this card is to be used for business expenses only...

I am responsible for ensuring timely payments to Mechanics Bank for charges incurred...

I understand that misuse or abuse of the card, or willful violation of the terms of this agreement may result in disciplinary action against me, up to and including termination."

It appears from the record that until the July 25, 1996 statement, the grievant was current with the account and actually had a credit balance. Beginning with the August 25, 1996 statement, there was a balance owed of \$399.19. During September an additional \$1,315.14 was charged, and in October another \$351.67, plus finance charges for a total owing of \$2,092.15. On October 29 the grievant made a \$300 payment. The November 25 statement reflected the \$300 payment and showed no

purchases, a \$9 membership charge and \$25.91 in finance charges for a total owing of \$1,827.06.

On November 13, 1996 the grievant was sent an e-mail from Accounts Payable indicating his account was 60 days past due and that he must pay the \$1,827.06 by November 20 or Accounts Payable would cancel his card, pay the bank, charge his department's PCC, and post an IOU against any future expense reimbursements he may be due.

On November 26, 1996, Company paid the \$1827.06 to Mechanics Bank and posted an IOU against the grievant. On January 1, 1997 the grievant returned to his base position in the bargaining unit. At about the same time, the bank automatically renewed his card. The grievant again began making charges. The grievant's expense account reimbursements for December 1996 and January 1997 totaling \$1,452.12 were applied to the IOU. In April and May 1997, the grievant made two \$150 payments for a total of \$300. On July 22, 1997, the Company made one final payment of \$1,173.45 for a total of \$3,000.51. The grievant at that point owed the Company \$1548.39.

On September 8, 1997 the grievant was interviewed by his supervisor. During this interview, the grievant admitted making personal charges on the Corporate Credit Card.

The grievant had 19 years of service and no active discipline when discharged.

Discussion

The Union opined that the Company contributed to this situation by not canceling the grievant's card in November 1996 as it said it would and further by allowing the card to be reissued when the grievant returned to the bargaining unit in January 1997. The Union also opined that the grievant thought it was permissible to make personal charges.

The Company responded that the grievant's misunderstanding about personal use aside, he did not keep current with paying his charges. The Credit Card agreement the employee signed is clear as referenced above. Further, after the November 1996 Accounts Payable memo and the December/January IOU payments, should have been sufficient to warn the grievant that there were consequences for his continued charges.

DECISION

The Review Committee agrees that the discharge was for just and sufficient cause. This case is closed without adjustment.

For the Company:

Margaret A. Short
Kenneth E. Lewis
William G. Mc Loughlin
Michele A. Silva

By: Margaret Short

Date: 6/16/98

For the Union:

Roger W. Stalcup
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Roger Stalcup

Date: 6/16/98

7.1 & 613.1: DML issued to Sub-Foreman who permitted Utility Worker to climb towers and perform production work sustained.



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RECEIVED JUL 22 1998

**CASE CLOSED
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REVIEW COMMITTEE FILE NO. 1815

Subject of the Grievance

This case concerns a Decision Making Leave (DML) given to a temporary Electric Subforeman A for allowing a probationary Utility Worker on his crew to climb and perform productive work.

Facts of the Case

On August 1, 1997 the grievant and his crew were changing insulators on a 115 kv circuit. The crew was working the tenth and last tower of the day. The Utility Worker had wrapped the sling to the tower arm and had tension on the conductor. He had removed the vibration damper, U-bolts and the armor rod from the conductor. He unhooked his safety line and stepped from the tower to the conductor. Before he could rehook his safety line he fell 60 feet sustaining rib, hip and pelvic injuries. The Utility Worker was terminated for unsuitability (PRC 2152).

In June 1997, the Area Foreman had met with the crew and informed them that Utility Workers were not to be allowed to climb, and specifically not the Utility Worker on the grievant's crew.

This conversation occurred after the Utility Worker had been to ten day climbing school. The grievant did allow the Utility Worker to work out of a bucket after he was told not to allow him to climb.

The day before the accident, the Subforeman made the decision to allow the Utility Worker to climb the next day because of the location of the job (remote), the Utility Worker's previously demonstrated ability, and because the Utility Worker had "bugged him every day" about climbing.

Discussion

The Review Committee noted the Job Definition for Utility Worker (0947) which states in part:

"A Utility Worker in Line Department may be permitted to learn to climb on the job in training for advancement, but shall not do line work."

The Committee was in agreement that the preclusion includes climbing a pole, a tower, or working from a bucket.

The Union expressed a strong opinion that the climbing preclusion applies to other non-climbing Line Department classifications such as, T&D Assistants, Fieldmen, and T&D Driver.

Consistent with prior grievance settlements it is recognized that Division Electric Maintenance Department Utility Workers may work above ground level, such as on a ladder, assisting a journeyman, performing substation maintenance work.

DECISION

The Review Committee agreed that the DML was issued for just and sufficient cause. This case is closed without adjustment.

For the Company:

Margaret A. Short
Kenneth E. Lewis
William G. Mc Loughlin
Michele A. Silva

By: Margaret Short
Date: 7/21/98

For the Union:

Roger W. Stalcup
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Roger Stalcup
Date: 7/21/98