



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

RECEIVED by LU 1245
JUNE 16, 2000

CASE CLOSED
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
BOB CHOATE, SECRETARY

San Jose Grievance Nos. SJO-99-47, SJO-99-45
Pre-Review Committee No. 10322 & 10558

Stacy Scharlatt
Company Member
Local Investigating Committee

Kathy Maas
Union Member
Local Investigating Committee

Subject of the Grievance

PRC 10558 concerns the discharge of a San Jose Call Center Customer Services Representative for engaging in call avoidance activities. Company rejected this grievance as untimely. PRC 10322 challenges Company's rejection of PRC 10558.

Facts of the Case

PRC 10322 Timeliness

Grievant was discharged effective August 31, 1999. Time limits for filing a timely grievance expired on September 14. On September 23, the Business Representative asked the HR Advisor about scheduling the LIC for the discharge. The HR Advisor indicated no grievance had been filed. The Business Representative sent Company a copy of a completed grievance form (PRC 10558) with a submission date of August 31 along with a copy of a Receipt for Certified Mail with an August 31 date stamp. Both the grievance and certified mail receipt were received by the Company on September 27, 1999. Company rejected the grievance as untimely, resulting in the Union filing a second grievance (PRC 10322) on October 8, 1999.

Company never received the original discharge grievance (PRC 10558) in the mail and the Union's Business Representative never received the green return receipt associated with delivery of a certified mailing. Company tried to initiate a tracer on the certified receipt number but was told by the Post Office that a trace inquiry must be initiated by the sender. Company asked the Business Representative to initiate the trace. As of the LIC date, December 16, the Business Representative had not heard anything from the Post Office.

At the time of discharge the grievant had almost four years of service, all as a Customer Services Representative. She had an active coaching and counseling issued on July 19, 1999 resulting from a customer complaint about rudeness, rushing, and an unwillingness to assist.

On July 27, 1999 the grievant declined to sign the Call Center Employee Conduct Summary Supplement revised in July 1999. The policy was, however, reviewed with her on that date by a supervisor.

Discussion

The Pre-Review Committee cannot make a determination as to whether this grievance was timely filed as there is insufficient information to draw any conclusion. However, recognizing the seriousness of the issue, that is discharge, the parties agreed to discuss the merits of the termination.

The parties noted that this discharge occurred after the Call Center Employee Conduct Summary Supplement was revised to make it clear to employees that certain conduct may result in immediate discharge. Disconnecting a customer which includes calls where dialog has not been initiated by the customer or the employee, is conduct that is listed under the immediate discharge section of the Supplement. The PRC noted that a grievance had been filed challenging the revised Supplement and that case was recently settled. The settlement of Review Committee File 11613 provided for revising the Supplement but also recognized that discharge could occur for certain conduct.

The PRC noted that the grievant's explanation of not realizing the amount of time that transpired while she was on hold isn't believable, that even with a "bad sense of time", one can tell the difference between 15 minutes and more than twice that. Further, it appears the grievant fabricated the conversation with the customer. The grievant demonstrated knowledge of the Ghost Call procedure which is to speak into the phone after approximately 90 seconds.

Decision

The agreement to discuss the merits of the discharge is without prejudice to Company's position that the discharge grievance was untimely. Further agreement to discuss the merits in this case sets no precedent for future similar situations. Had these cases not been settled and referred to arbitration, the first issue to be resolved would be whether the discharge grievance was timely filed. If the determination was that the grievance was untimely, there would be no review of the merits of the discharge case.

After a thorough review and discussion of the facts, the PRC is in agreement that just cause existed for the discharge. These cases are closed without adjustment.



Margaret A. Short, Chairman
Review Committee

6/15/00

Date



Bob Choate, Secretary
Review Committee

6-15-00

Date