



REVIEW COMMITTEE

IBEW

PACIFIC GAS AND ELECTRIC COMPANY
 2850 SHADELANDS DRIVE, SUITE 100
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JOHN A. MOFFAT, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

RECEIVED by LU 1245
 January 16, 2009

**CASE CLOSED
 FILED & LOGGED**

INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
 P.O. BOX 2547
 VACAVILLE, CALIFORNIA 95696
 (707) 452-2700
 BOB CHOATE, SECRETARY

Pre-Review Committee No. 17449, 17469, 17594, 17839, and 18027
Customer Care – Concord
Bill Print, Mail, Payment, and Processing – West Sacramento
Customer Contact Operations – Fresno, Sacramento
Energy Delivery – Support Services – Salinas

Marlene Brock
 Margaret Franklin
 Joe Cerruti
 Melanie Curry

Arlene Edwards
 Debbie Mazzanti
 Lula Washington
 Mike Haentjens

Company Member
 Local Investigating Committee

Union Member
 Local Investigating Committee

Subject of the Grievance

These grievances all concern discharge for manipulation of the employee's own or another employee's customer account in violation of USP 1 and Customer Care policy.

Facts of the Cases

The investigations leading to the discharges were initiated by Company's Internal Auditing Department. A review of all employee accounts, including retirees, was conducted to determine if inappropriate adjustments or pay plan abuse had occurred, or where the account balance was \$1000 or more.

17449 – Customer Care – Concord

The grievant was a Service Representative at the Concord office. On 13 different occasions from April 2003 through January 2007, she enlisted the help of two other employees to move her utility account in or out of the Balanced Payment Plan, which allowed her to avoid payment of the account and discontinuance of service. The grievant also made changes to the accounts of two other employees.

Placement on BPP allowed customers to have balances accrued over a prior 12 month period spread evenly over a six month payment schedule. Customers that do not keep the payment schedule are removed from the BPP plan and are ineligible BPP for a six month waiting period. In the grievant's case, each time she was dropped from the plan for failing to pay, she would ask another employee to immediately re-enroll her. In this way, she avoided the six month waiting period to re-enroll and was able to defer payments on the current

monthly bill. The grievant indicated that there were times when she removed herself from the BPP when the current monthly bill was less than the BPP payment amount. The grievant reached a maximum of \$4,300 owed to the Company, just prior to her discharge. She made a \$240 payment post discharge.

At the time of discharge the grievant had five years of service an active coaching and counseling for failing to properly safeguard Company funds.

17469 – BPMP&P – West Sacramento

The grievant in this case was one of the two employees that enrolled the grievant in Case No. 17449 (above) in the BPP. The 17449 grievant was removed from BPP by the Customer Care and Billing system (CC&B) for failure to make payments as scheduled on the Payment Plan on six occasions. The grievant in this case, restored 17449 in BPP on four occasions after she was removed by CC&B for failure to pay. The removal and restoration dates are as follows:

- March 5, 2003 and April 23, 2003
- April 11, 2006 and May 9, 2006
- July 25, 2006 and August 1, 2006
- December 21, 2006 and January 5, 2007

The grievant accessed 17449's account a total of six times between 2003 and 2007. The grievant indicated she did know what she did was wrong, was not familiar with the General Reference Manual, and would not have done it if she knew she would be terminated. She did acknowledge that if a customer asked to be placed on BPP with the same record, she would not have done it.

The grievant said she placed 17749 on BPP because she was trying to help a friend who was having personal and financial problems, that she personally gained nothing from these transactions. Eventually, the grievant confronted 17749 about her high bill and refused to again put 17749 on BPP.

The grievant was also on the BPP. There is no indication she accessed her own account or that she failed to comply with the payment terms of the BPP. At the time of discharge the grievant had six years of service and no active discipline.

17594 – Call Center Operations – Fresno

The grievant in this case was asked by a co-worker to place her on BPP. The grievant did so effective December 28, 2006. The co-worker was dropped from BPP on December 22 for missing two payments, a requirement to stay on the BPP. During the Winter Customer Care Program, customers could be restored to BPP by making the payments due rather than the payments and a six month waiting period to reenter BPP.

The grievant put the co-worker on BPP without requiring her to make the missed payments. The grievant asked the co-worker why she didn't call the 800 number to be placed on the BPP plan; the co-worker indicated she just needed a little more time to get caught up and she was embarrassed. The grievant also asked the co-worker if she qualified for BPP and took her word for it that she qualified; she did not check the account record. The grievant believed that during the Winter Care Program anyone who requested it was to be put on BPP.

The co-worker avoided shut-off for non-payment by being placed on BPP; the outstanding balance at the time was \$1336.72 and eventually maxed at \$2074.71.

When first questioned by Corporate Security, the grievant first denied any knowledge of this transaction but after consulting with her Shop Steward, contacted Corporate Security and acknowledged her actions.

The grievant had almost two years of service and no active discipline at the time of discharge.

17839 – Support Services – Operating Clerical – Salinas

The grievant worked most recently as an assistant to the Superintendent of Maintenance & Construction in Salinas. As such, she did not need access to CC&B, but her access was not removed when she left the San Jose Contact Center in 2001. The grievant accessed her own account on 11 occasions without legitimate business reason or without authorization, made changes to avoid payment or shut-off. Between March 2006 and July 2007, the grievant made a total of \$278 in payments leaving a bill of \$611.82. In addition she viewed her account on 41 days during this time.

The grievant stated she wasn't trying to defraud the Company, she knew she had a balance and had to get her bills in order; she was broke. The grievant acknowledged she would not put a customer with her record on the BPP.

The grievant offered to pay everything she owed if that would avoid termination of employment. At the time of discharge, the grievant had six years of service and no active discipline.

18027 – Contact Center Operations – Sacramento

This case differs from the others in that the account manipulations were not for a co-worker but a friend who did not work for PG&E. Internal Auditing asked Corporate Security to investigate the account for a customer living in Fairfield because the account showed a

pattern of repeat transactions performed by the same employee, the grievant, from November 23, 2005 through March 28, 2007.

Corporate Security found that the grievant signed as a Residential Bill Guarantor for the customer from June 2004 to June 2005. The grievant indicated she met the customer about 10 years ago. After the Guarantor agreement expired, the grievant placed the customer on BPP five times, helping the customer avoid paying her bill and avoiding shut-off. The amount owing as of the 5th placement on BPP was \$4822.58. There were notes in this customer's account that indicated a minimum of \$500 needed to be paid and a 12-month payment plan before services could be restored. The grievant indicated she did not see the note, but knew the customer had a medical hardship, so she placed the customer on BPP without any payments.

The grievant said she understood the policy about not extending credit to self, family or friends. She said she was told when she went to work in Consumer Affairs that she could work on anyone's account and that she had no limitations for transactions. However, she could not remember who told her this.

The grievant said she would make the same decisions again.

At the time of discharge the grievant had eight years of service and no active discipline.

Discussion

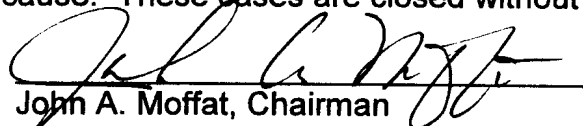
These cases have differing facts but all revolve around the theme of making changes to utility customer accounts in a manner that violates Company policies to the advantage of the account holder by avoiding minimum payments and service disconnection and to the disadvantage of Company by delaying and in some instances forgoing altogether revenue due for energy provided. The employees that made the changes to these accounts were only able to do so because of their employment at PG&E. The parties have long established that theft is a very serious offense. Review Committee Decision 1451 and 1452, signed September 26, 1979 indicates:

To the extent that this Decision sets forth policy for the future, and in accord with our understanding of the Company's policy, violations of Standard Practice 735.6-1 must be judged on the merits of each incident; taking into account the value of the property at the time of misappropriation, the seriousness of the misconduct, the employee's service record and length of service. These considerations of merit will be applied only following a finding that the misconduct occurred. However, violations of this policy will still be considered serious transgressions of the employee/employer relationship.

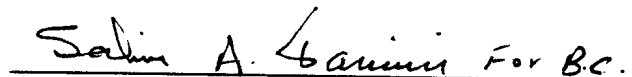
It must be emphasized that the above-mentioned consideration of merits will not be applied by the Review Committee or Fact Finding Committee in instances where it has been proven that an employee has stolen Company cash or is responsible for the revenue metering diversion of natural gas, electricity, water or steam for personal use.

Decision

The Pre-Review Committee is in agreement that these discharges were for just and sufficient cause. These cases are closed without adjustment.


John A. Moffat, Chairman
Review Committee

1/14/2009
Date
MAS:


Bob Choate, Secretary
Review Committee

01-14-2009
Date