

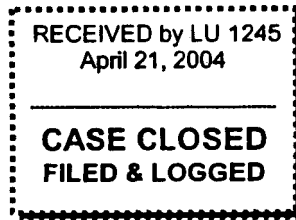
110.4: Docking the premium for time on the inactive payroll is not a violation. Grievant was paid a proration of the CDLA premium as he was on LOA for part of the year.



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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(925) 974-4282



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

MARGARET A. SHORT, CHAIRMAN

DECISION
LETTER DECISION
PRE-REVIEW REFERRAL

Pre-Review Committee No. 14193 OM&C – Substation Maintenance – Fresno/Gates

Idalina Calhoun
Company Member
Local Investigating Committee

Ed Dwyer
Union Member
Local Investigating Committee

Subject of the Grievance

Grievant was paid a proration of the CDLA premium as he was on Leave of Absence for part of the year. Union seeks payment of full amount, \$600.

Facts of the Case

The grievant is an Electrician and was on Payroll's list to be paid the CDLA premium for 2002. As has been the practice, in the last quarter of 2002 Payroll made field contact to verify eligibility. Payroll was notified that the grievant had been on Leave of Absence from August 22, 2002 through January 3, 2003. He was therefore paid for eight months of active status or \$400, inclusive of one month on paid sick leave.

Discussion

Union opined that Letter Agreement 90-113 only provides for prorating the CDLA premium if the employee no longer has a valid Class A license. As the grievant maintained a valid license, he should have received the full premium.

Company responded that docking the premium for time on the inactive payroll has been the practice since the program started. Company provided names of other employees who were on Worker's' Compensation Payroll for varying lengths of time. One employee who'd been on WC for the entire year received no CDLA premium at all.

A review of Letter Agreement 90-113 does support the practice of prorating the premium and paying only for when employees are on the active payroll. Item K of Letter Agreement 90-113 states:

"This agreement shall apply to the employees of the Distribution Business Unit and to any other department of Company that in the future proposes to apply compensation for possession and utilization (emphasis added) of a commercial driver's license. Application of this agreement to another business unit will be immediate upon notification of Company's Manger of Industrial Relations to Union's Business Manager."

Decision

On the basis of the foregoing, the PRC agrees that no violation of the agreement occurred and this case is closed without adjustment.

Margaret Short

Margaret A. Short, Chairman
Review Committee

4/21/04

Date

Sam A. Tamimi

Sam Tamimi, Secretary
Review Committee

4/21/04

Date