



REVIEW COMMITTEE



RECEIVED JAN 17 1996

IBEW

PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
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P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

**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
(510) 933-8060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

PRC 1800
FACT FINDING NUMBER 5738-94-187
GRIEVANCE NO. CCH-94-14

KAREN SANTAELLA
Company Member
Local Investigating Committee

ED CARUSO
Union Member
Local Investigating Committee

Subject of the Grievance:

This case concerns the 10% penalty Company is required to pay under the Worker's Compensation and Insurance Chapters of the State Labor Code for certain administrative activities, in this case the late payment of temporary disability benefits to two clerical employees. The issue is not over Company's obligation to pay the penalty but rather over the manner in which Company calculated the employees' biweekly benefit.

Facts of the Case:

The checks to the employees show a late penalty amount that is equal to 10% of the amount of temporary disability payments they were entitled to receive. The late penalty was then deducted from the amount of supplemental benefit to be paid. The effect was that the net amount paid to the employee did not reflect benefit of the full 10% penalty. The net amount received was slightly more than normal because the 10% penalty is not taxable.

Section 23.1(a) of the Clerical Agreement states in relevant part:

"...The amount of the supplemental benefit payable for each of the first 182 days of absence shall be 85 percent of an employee's basic weekly wage rate divided by five, less the sum of any payments to which the employee may be entitled under the Workers' Compensations and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code..."

Discussion:

The Union alleged that the Company was avoiding the payment of any penalty and circumventing the intent of the legislators by its application of the penalty provisions. Further, it was intended that the penalty would incent employers to pay employees in a timely manner and that the Company was frustrating the intent of the law.

Company cited the above contractual language noting that there is no violation of the Agreement as it provides for the increase or decrease in the amount of supplemental benefits dependent upon anything owed the employees under the Workers' Compensation law and Voluntary Wage Benefit. Also, the grievance procedure is not the forum to resolve the Union's concern, that should be addressed through the negotiations process.

Statement and Settlement:

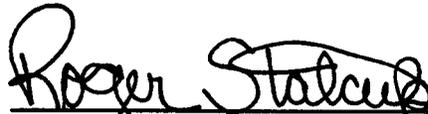
The Pre-Review Committee is in agreement that there is no violation of the Agreement. These cases are closed without adjustment.



Margaret A. Short, Chairman
Review Committee

1/11/96

Date



Roger W. Stalcup, Secretary
Review Committee

1/11/96

Date