



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
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INTERNATIONAL BROTHERHOOD OF  
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LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700



DOUG VEADER, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

F.E. (ED) Jr DWYER, SECRETARY

### Pre-Review Committee Number 20851 Electric Operations – Electric T&D – San Carlos

Michelle Roberts  
Company Member  
Local Investigating Committee

Landis Martilla  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This grievance concerns deductions being taken from a Lineman's paycheck in connection with overpayments he received during his apprenticeship.

#### Facts of the Case

The Company discovered that a number of Apprentice Linemen had been overpaid. The grievant is one of these employees. As provided for in the Physical Labor Agreement, and as indicated on the Job Award Notice, he should have been placed at the beginning step of the Apprentice Lineman wage progression. Due to a data error, he was erroneously placed at the 30 month step.

The grievant owed the most of any of the Apprentices and was offered a longer pay back period. The grievant signed an agreement to pay back the overpayments. There is no dispute that the grievant was overpaid, however, the grievance argues for a waiver of repayments, on the basis that (1) early on the grievant questioned the appropriateness of his wage placement, (2) the Company should bear responsibility for the error, and (3) the large amount of the overpayment has a significant impact on the grievant.

#### Discussion

The Company argued that apprentice wage rates are governed by the Physical Labor Agreement and the Master Apprenticeship Agreement. Unfortunately, an error was made and the grievant received money to which he was not contractually entitled. The impact to the grievant has been recognized by providing a longer payback period. Additionally, the Company entered into LA 10-27-PGE to allow employees to sell vacation to help with repayments.

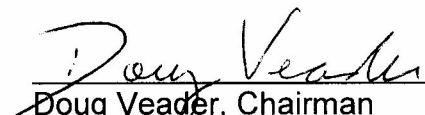
The Company pointed out that there is no contractual language which precludes the Company from seeking repayment of overpaid wages. In PRC 236 the parties in essence confirmed that the scope of the grievance procedure is limited to determining whether the grievant is entitled to the monies, not whether repayment is appropriate. There is no dispute over the amount overpaid to the grievant.

The Union argued that the amount of the overpayment is extensive and that the grievant made attempts to bring the error to management's attention. Given the grievant's efforts to question his pay, repayment should not be required or at least mitigated in light of the significant impact of the repayment schedule.

The grievant signed the Repayment Agreement authorizing the Company to deduct the overpayment in equal installments over a six year period.

Decision

The overpayment deductions being taken from the grievant's paychecks are not in violation of the agreement. This case is closed without adjustment.

  
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Doug Veader, Chairman  
Review Committee  
  
5/22/2012  
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Date

  
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F.E (Ed) Dwyer Jr, Secretary  
Review Committee  
  
5/22/2012  
\_\_\_\_\_  
Date