



## REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CA 94177  
(650) 598-7567

RECEIVED by LU 1245  
May 22, 2012

CASE CLOSED  
FILED & LOGGED

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
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) DWYER Jr, SECRETARY

### Pre-Review Committee Number 21218 Electric Operations – Electric T&D – San Jose

Yvonne Bradley  
Company Member  
Local Investigating Committee

Bill Brill  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether the grievant is entitled to be paid for potential overtime opportunities he may have missed while on a crisis suspension.

#### Facts of the Case

The grievant is a Compliance Inspector who was placed on suspension from 6/30/11 to 8/31/11 pending the outcome of a system-wide investigation into falsification of inspection records. The investigation did not find falsification on the part of the grievant. He was returned to work and issued a coaching and counseling.

During the suspension there was a significant amount of prearranged work offered and worked by other Inspectors.

In accordance with Letter Agreement 87-189, when an employee is suspended and there is insufficient evidence to support termination, the employee is placed back to work and "will be paid for the investigating time off". The grievant was paid for the time off during his regular work hours during the investigatory suspension.

#### Discussion

The Company noted that the crisis suspension language only requires paying employees for the investigating "time off". There is no language requiring payment for overtime which the employee might have worked. The language has been in place for over 25 years, during which time there have been hundreds of suspensions. The Company has never paid for "missed overtime" and the Union has never grieved this application.

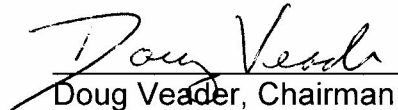
The Union responded that Arbitration Case Number 283 set the precedent for paying employees for missed overtime opportunities when removed from work by the Company. In that decision, the arbitrator ruled that the grievant was entitled to payment for potentially missed overtime opportunities in connection with a reinstatement after being discharged. Additionally, the issue of missed overtime has only recently become a significant issue with the recent increased use and duration of suspensions.

The Company responded that the arbitration decision was limited to determining pay in connection with a reinstatement, not a suspension. The decision was specific to the facts of that case and addressed the much broader language of Section 102.4. The decision did not address the interpretation or application of the crisis suspension language of the Positive Discipline Agreement. The crisis suspension language is different and the Company has a well-established practice of only paying for regular hours while off.

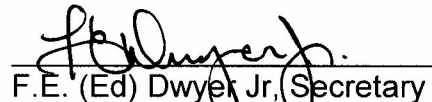
The Committee noted that the provisions of Section 208.16 address the equitable distribution of prearranged overtime. The Section provides an opportunity for employees to challenge the distribution at the end of the annual accounting period. The Committee found that no grievance alleging an imbalance was filed for the 2011 accounting period for the grievant's classification and headquarters.

**Decision**

This case is closed without adjustment.

  
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Doug Veeder, Chairman  
Review Committee

5/22/12  
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Date

  
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F.E. (Ed) Dwyer Jr, Secretary  
Review Committee

5/22/2012  
\_\_\_\_\_  
Date