

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

IBEW 

INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
 P.O. BOX 4790
 WALNUT CREEK, CALIFORNIA 94596
 (415) 933-6060
 R.W. STALCUP, SECRETARY

CASE CLOSED JAN 14 1983
LOGGED AND FILED

RECEIVED JAN 7 1983

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1061-82-20
 Review Committee File No. 1544-82-14

January 6, 1983

Subject of the Grievance

This case concerns the Union's contention that the grievant was improperly denied supplemental benefits. Company's response in the grievance was that supplemental benefits were being withheld in order to reimburse the Company for an overpayment of sick leave which was made to the grievant.

Facts of the Case

The grievant is a Miscellaneous Equipment Operator "B" in the General Construction Gas Department. He has been employed by PG&E since May 19, 1969. From May 23, 1980 through September 7, 1980 the grievant was off with injury to his heart and cardiovascular system which was subsequently ruled as being industrially related. On July 21, 1981, the Worker's Compensation Appeals Board awarded a permanent disability rating of 26½% to the grievant and included in the award was the restoration of the 15 days 5 hours of sick leave which the grievant had used at the beginning of his illness.

After a delay of four months, on November 28, 1981, the Company mailed two checks to the grievant. One check was for the WCAB award and the other check, which was expected to be endorsed by the grievant and returned uncashed to Company, was for the repurchase of his sick leave. The grievant, facing pressing personal needs, elected to cash both checks and to notify the Company that he had changed his mind and did not want his sick leave restored. Inasmuch as the grievant had already received payment for the sick leave at the time he initially used it, by cashing the second check, he had been compensated for the same sick leave.

On December 4, 1981, the grievant experienced a different industrial injury, a hernia, and was off work and entitled to receive Supplemental Benefits. The Company withheld the initial payments of Supplemental Benefits from the grievant until it had recovered the full amount of the sick leave repurchase check (\$1,503.13) which the grievant had cashed earlier.

While the Union agreed that Company had the right to recover the sick leave overpayment from the grievant, it questioned the legality and the fairness of keeping all of the grievant's earnings until such a time as full restitution

had been achieved. Union also pointed out that state law limits wage garnishment to a maximum of 25% of earnings and that in other employee overpayment cases schedules of repayment have been worked out.

Decision

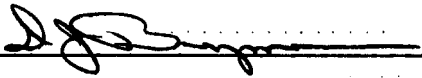
While the Review Committee agrees that this grievant's case may have been handled in a better manner, the grievant did in fact subject himself to some form of wage withholding by Company when he cashed the check intended to be returned to Company. The grievance issue in this case is the Company's denial of Supplementary Benefits for a temporary period, in order to obtain reimbursement for a past overpayment and the Committee finds no contractual violation in the Company's actions. However, in the future, should overpayment problems occur and before an employee's wages are disturbed, a schedule of repayments or repayment on a staged basis will be developed if such is the desire of the employee and which can be reasonably accommodated by the Company. In addition, the Committee understands that checks involving such as that issued to the grievant for sick leave restoration are now issued to two payees, the employee and the Company's Treasurer, so that such checks will not be cashable on the endorsement of one party.

This case is considered closed.

FOR COMPANY:

L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By



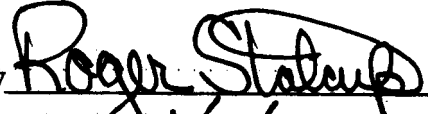
Date

1-6-83

FOR UNION:

G. W. Abrahamson
R. L. Choate
P. Pelucca
R. W. Stalcup

By



Date

1/6/83