

REVIEW COMMITTEE111.5 P
111.14P**PG and E****IBEW** PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125**CASE CLOSED
LOGGED AND FILED**

JUN 5 1985

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

D.J. BERGMAN, CHAIRMAN

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- DECISION
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- LETTER DECISION
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-
- PRE-REVIEW REFERRAL

RECEIVED JUN 5 1985San Francisco Division Grievance No. 2-1033-84-133
P-RC 999

May 6, 1985

MR. K. H. ANDERSON, Company Member
San Francisco Division
Local Investigating CommitteeMR. J. VALENTINO, Union Member
San Francisco Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(v) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Grievant was on a leave of absence during 1983. Upon his return to work in 1984, the employee was misinformed as to his vacation entitlement. He was told he had 21 days when, in fact, he was entitled to only 17 days of vacation. The employee requested and was allowed vacation July 23 through August 2. Upon the employee's return to work, it was learned that he was not entitled to payment for vacation on August 1 and 2, inasmuch as he had used his 17th day of vacation on July 31. On September 7, 1984, the General Foreman wrote a letter to the employee informing him that he had forfeited four days of vacation entitlement due to his leave of absence in 1983. The employee was informed that this forfeiture was in accordance with the provisions of Subsection 111.5(a) of the Physical Agreement. The letter also informed the grievant that he would be allowed, pursuant to Subsection 111.5(a), to take the full amount of vacation he would otherwise have normally been entitled to, but without pay. The grievant had taken two of the forfeited days on August 1 and 2 by the time he received the September 7, 1984 letter. The other two days had been scheduled for later in the year but had not yet been taken.

The Union grieved the Company's action citing Subsection 111.5(c) which states that any employee who is affected under this Section (111.5) shall be notified in writing. The Union further stated that this language was added to the Agreement in 1984 because of problems with employees being misinformed as to their vacation entitlement, and since the Company failed to notify the employee in writing prior to his taking August 1 and 2 off, that the Company should reimburse the grievant pay for those two days.

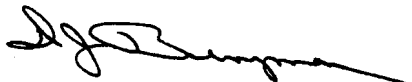
The Company argued that Section 111.14 provides the proper remedy when an employee is misinformed as to his vacation allowance and that Company would allow the employee to exercise one of the options of Section 111.14. The Agreement does not specify a penalty to the Company for not notifying an

employee in writing of an adjusted vacation entitlement, but the Company acknowledged that had it met its obligation to do so, this situation probably could have been avoided. The Company further argued that the employee did not point out the error to his supervisor in writing as required by Section 111.14. If he had, then the correction sought by the Union would be appropriate.

Decision

After lengthy discussion, the Committee agreed to an equity settlement based upon the facts of the case and without prejudice to positions of either Company or Union. The grievant shall be paid for August 1, 1984. August 2, 1984 shall be adjusted pursuant to Section 111.14.

Based on the foregoing, this case is considered closed and should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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