

**REVIEW COMMITTEE****PG and E**

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

D.J. BERGMAN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

**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**  
**LOGGED AND FILED**  
**RECEIVED SEP 18 1987**

San Joaquin Division Grievance No. 25-814-85-57  
P-RC 1103

September 14, 1987

RICK KANGAIL, Company Member  
San Joaquin Division  
Local Investigating Committee

RICHARD DUNKIN, Union Member  
San Joaquin 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 5A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the denial of sick leave pay for an employee who became disabled just prior to completing one year of service.

Facts of the Case

The grievant was employed as a Meter Reader on February 17, 1983. On Saturday, February 11, 1984, he sustained a knee injury while playing in a PSEA sponsored football game. February 13, 1984 was his first day of absence from work following the injury and he did not return until July 1, 1985. His return was to Utility Clerk from Long Term Disability.

Initially, the Company paid the grievant 10 days of sick leave to cover February 17, 1984 (his anniversary date) to March 2, 1984. When he returned to work, Company notified him that he was not entitled to the sick leave pay and attempted to work out a repayment schedule. The grievant declined to cooperate believing he was entitled to the pay and this grievance was filed on his behalf. Payroll deductions were subsequently made and the amount has been paid in full.

Discussion

The Committee reviewed Contract Section 7.1 which states in part:

"After completing one year of service and for each year of service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year; ...." (emphasis added)

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In addition, the Committee reviewed a Labor Agreement Interpretation executed by the parties January 31, 1963 which states in part:

"An employee must first perform services during a calendar year before current or additional sick leave will be allowed; ...." (emphasis added)

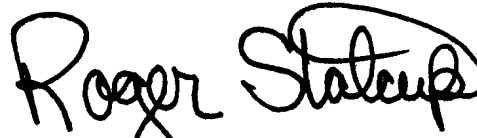
Based on the provisions of the foregoing, the Pre-Review Committee is in agreement that because the grievant had not completed one year of service nor did he perform services anymore in the calendar year 1984, that he was not eligible for paid sick leave.

Discussion of this case raised other related questions that do not need to be answered at this time and the parties reserve the right to resolve these questions in future situations, should they occur.

Decision

The Committee agrees that no violation of the Agreement occurred and to close this case without adjustment. Such closure should be so noted by the Local Investigating Committee.

  
DAVID J. BERGMAN, Chairman  
Review Committee

  
ROGER W. STALCUP, Secretary  
Review Committee

MAShort(2-1123):mlp