

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

CASE CLOSED JUN 25 1982
LOGGED AND FILED

IBEW 

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

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

East Bay Division Grievance No. 1-1305-81-112
Review Committee File No. 1531-82-1

Statement of the Case

On April 28, 1981, Union filed a grievance on behalf of the grievant who had been denied the bonus vacation as provided in Section 111.3(b) of the Physical Agreement. The basis for the denial was that the grievant had used more than 25 days of paid sick leave in the 5-year period prior to 1981.

Facts of the Case

In 1976, the grievant had experienced a non-industrial injury knee injury which required surgery. As a result of this temporary disability, the grievant used a total of 120 days of earned and accumulated sick leave in 1976. During the next four years (1977 through 1980), the grievant used a total of 10.5 days of sick leave.

At issue in this case is the Union's understanding of Section 111.3(b). Specifically, it was Union's understanding that only the 10 days of current sick leave would be counted towards the "25 days or less of sick leave" and that no accumulated sick leave usage would be counted.

Discussion

The Review Committee examined the language of the Agreement. Both parties were previously aware that a printing error in 1980 has caused parts of two sentences to be left out of Section 111.3(b). However, the missing language has no relevance to this case. The remaining language was found by the Committee to be unambiguous in its reference to "an employee who has used 25 days or less of sick leave during the five preceding calendar years."

The Review Committee interviewed the Manager of Industrial Relations Department who led 1980 contract bargaining for the Company. In addition to this, the Committee interviewed two of the Union's 1980 negotiating committee members and also reviewed excerpts from the bargaining notes of four of the Union's committee members.

As a result of these interviews, the Review Committee determined that a fundamental misunderstanding had occurred during the bargaining which was not apparent at that time. Following a bargaining table agreement on this oral proposal,

the Company submitted the proposal in writing to the Union which stated their understanding of how the bonus vacation would be earned. Instead of attempting to correct the contract language to reflect the Union's understanding of which days of sick leave would be counted in the "25 or less", the Union's committee members relied on the proposal explanation given by the Company and contained in their bargaining notes to interpret this section.

This Committee believes that, if either party wishes to change the language of the Agreement, the proper forum is General Contract Bargaining.

Decision

Based on the language of Section 111.3(b), as it relates to this case, the Review Committee finds that no violation of the Agreement has occurred. This case is considered closed without adjustment.

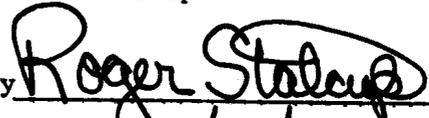
FOR COMPANY:

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

By 
 Date 6-24-82

FOR UNION:

- G. W. Abrahamson
- W. H. Burr
- P. Pelucca
- R. W. Stalcup

By 
 Date 6/24/82