ARBITRATION CASE NO. 189

MEMORANDUM OF DISPOSITION

By this letter, the parties agree to a final and binding resolution of the above-noted grievance.

This settlement shall be without prejudice to the position of either party, and may not be relied upon as precedent by either party in any case in the future.

The grievant was returned to work as a full-time, regular employee (Routine Plant Clerk, top wage step), at the West Geysers, effective Monday, January 4, 1993, with an adjusted seniority date of May 21, 1990. She was reinstated with all terms, conditions, and benefits of employment except back wages as if she had worked continuously since May 21, 1990.

The grievant will be paid 60% of her net lost wages, calculated as follows: (1) lost wages will be calculated from January 19, 1991, through and including Friday, December 11, 1992, at the wage step which she would have been paid had she been deemed a PG&E employee effective May 21, 1990; (2) from this total will be subtracted all interim earnings and unemployment insurance benefits which the grievant received since January 19, 1991; (3) the grievant will be paid sixty percent (60%) of this adjusted net amount.

LOCAL 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By: TOM DALZELL

March 11, 1993

PACIFIC GAS AND ELECTRIC COMPANY

By:

March 11, 1993