

6-7-85
17.5C
106.5P

PACIFIC GAS AND ELECTRIC COMPANY
GENERAL OFFICE
BUILDING AND ADMINISTRATIVE SERVICES DEPARTMENT
MEMORANDUM OF DISPOSITION

JUN 7 1985

CASE CLOSED
LOGGED AND FILED

Fact Finding Committee No. 3209-85-34
Local Investigating Committee No. 46-01-85-01

RECEIVED JUN 7 1985

SUBJECT OF GRIEVANCE:

The grievance was whether or not the grievant's, Norman Adams, Utility Clerk, probationary status should have been extended.

DISCUSSION:

The Fact Finding Committee comprised of Roger W. Stalcup, Assistant Business Manager, Dorothy Fortier, Business Representative, Michael Tyburski, Industrial Relations Representative, and Susan C. Rybacki, Personnel Representative met on March 12, 1985. Present as observers were Corb Wheeler, Business Representative and Jeff D. Sisson, Industrial Relations Representative.

Attached hereto and made a part hereof is the Local Investigating Committee's Joint Statement of Facts. This Committee reviewed the Joint Statement of Facts and found it to be complete and accurate.

The Committee agreed that a consistent approach is needed with regard to the issue of when an employee has attained regular status "upon the completion of six months of continuous service, uninterrupted by, absence of more than a cumulative total of 30 days."

After reviewing the records of PRC 141 and Fact Finding Committee No. 2229-81-85, the Committee agreed that for probationary employees, (full time, part time scheduled, or intermittent) the accumulation of "more than 30 days" of absence in the first six months of service will be determined as follows:

- a. Any days during the basic workweek (Monday - Friday) not worked count as days off, except holidays.
- b. If the employee works on a Friday, but not the following Monday, Monday is considered as a one day break in continuous service.
- c. If the employee works on a Monday, but not the previous Friday, Friday is considered as a one day break in continuous service.
- d. If the employee does not work on both Friday and Monday adjacent to a weekend, it is considered a four day break in continuous service.
- e. If the employee works both the Friday and Monday adjacent to a weekend, there is no break in continuous service.

Additionally, the Committee agreed that "days worked" is defined herein as "when work is performed" and does not include meal and travel time associated with normal working hours.

Once an employee accumulates 31 or more days off in any given period short of six months, a new accounting period begins when the employee returns to work.,

DECISION:

Company and Union agreed to a system-wide distribution of the case in order that this settlement can be uniformly applied throughout the system.

Recognizing that the grievant, Norman Adams, had tendered his resignation, effective 3/15/85, by the date that the Fact Finding Committee met, the issue was moot as it affected the grievant. However, the committee agreed that no violation of the agreement occurred in requiring the grievant to begin a new probationary period.

This case is considered closed.

Roger Stalcup
Roger Stalcup

(Concur/~~Dissent~~)

5/28/85
Date

D. Fortier
Dorothy Fortier

(Concur/~~Dissent~~)

6-7-85
Date

M. h. Stortz Jr
Mike Tyburski

(Concur/~~Dissent~~)

5/22/85
Date

Susan Rybacki
Susan Rybacki

(Concur/Dissent)

5/21/85
Date