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LOCAL 1243, I.B.E.W.

245 Market Street San Francisco 6 SUtter 1-4211

In reply please refer to

August 14, 1958

Mr. Ronald T. Weakley, Business Manager Local 1245, I.B.E.W., AFL-CIO 1918 Grove Street Oakland 12, California

Dear Mr. Weakley:

Enclosed is an executed copy of our "labor Agreement Interpretation" concerning the application of Title 211 of the Physical Agreement and Title 8 of the Clerical Agreement with respect to vacation pay on termination of employment.

Yours very truly,

Director of Industrial Relations.

RJT:MMC Encl.

LABOR AGREEMENT INTERPRETATION

Title 211 - Vacations - Physical Agreement
Title 8 - Vacations - Clerical Agreement

When an employee's service with the Company is terminated in the calendar year in which it was anticipated that he would attain 10 or 25 years of Company seniority, as the case may be, and his termination date precedes the date he would have attained such seniority, a question arises as to how his vacation pay allowance should be calculated. To resolve this question, the following examples have been prepared. They indicate that the computation of vacation allowance should be based on the increased number of days of vacation to which the employee would have been entitled in either his 10th year or his 25th year had he remained in the employ of the Company.

Example 1

Employee attained 9 years of Company seniority on December 1, 1957. Anticipated that employee may complete 10 years of Company service as of December 1, 1958. Employee's service with Company terminated June 1, 1958. Vacation allowance (1/12 of his annual vacation pay for each 30 calendar days of service beyond the latest anniversary of his qualifying date) computed on base of 15 days annual vacation.

Example 2

Employee attained 24 years of Company seniority on February 10, 1957. Anticipated that employee may complete 25 years of Company service as of February 10, 1958. Employee's service with Company terminated January 3, 1958. Vacation allowance (1/12 of his annual vacation pay for each 30 calendar days of service beyond the latest anniversary of his qualifying date) computed on base of 20 days annual vacation.

For Union:

Its Business Manager

For Company:

Its Director of Industrial Relations

August 12,