

**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

**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** AUG 3 1 1981  
**LOGGED AND FILED**

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

Colgate Division Grievance No. 12-69-81-3  
 P-RC 683

August 25, 1981

MR. A. D. JOHNSON, Chairman  
 Colgate Division  
 Joint Grievance Committee

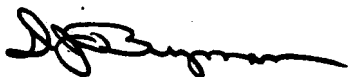
The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(i) of the grievance procedure, to the Joint Grievance Committee for settlement in accordance with the following:

This grievance concerns the alleged rehire rights of the grievant under Section 19.13 of the Clerical Agreement. The grievant was originally hired on September 4, 1980 as a Utility Clerk and was granted regular status on March 4, 1981 as provided for in the Clerical Agreement. On April 3, 1981, she was laid off for lack of work.


The Division determined that there would be a temporary need for two Utility Clerks in Marysville starting in mid-May of 1981. The grievant, along with another person who had previously worked for the Company between 1972 and 1979, were selected to fill these positions. However, the Division employed the former employee on May 11, 1981 and the grievant on May 26, 1981, opting to start the other person earlier on the basis of a better overall knowledge of Customer Services functions. Further, they were of the opinion that Section 19.13 of the Clerical Agreement had no bearing on a temporary additional assignment as opposed to a regularly authorized job.

At the outset, it should be pointed out that the other employee who was rehired has no rights, inasmuch as she was rehired after a break in the service. Section 17.3 of the Agreement is crystal clear in this regard. As to the grievant's entitlements, pursuant to Section 19.13, it is the opinion of the Pre-Review Committee that this section is not limited to regularly authorized jobs; and temporary situations such as the one being grieved is covered in the re-employment provisions of the Agreement. Therefore, the Pre-Review Committee is in agreement that the grievant is entitled to be reimbursed for lost wages effective May 11, 1981.

This case is considered closed on the basis of the foregoing and the adjustments provided herein, and the closure so noted in the Minutes of your next Joint Grievance Committee meeting.



D. J. BERGMAN, Chairman  
Review Committee

  
R. W. STALCUP, Secretary  
Review Committee

DJB:ml

cc: JLKirkegaard  
MEBadella  
LCBeanland  
MEBennett  
IWBonbright  
LVBrown  
FCBuchholz  
RHCunningham  
NRFarley  
DOKabayashi  
JBStoutamore  
WKSnyder  
LSilton  
CPTaylor  
CEWelte  
Division Personnel Managers