## REVIEW COMMITTEE

## PG and E

IBEW ()

PACIFIC GAS AND ELECTRIC COMPANY 245 MARKET STREET, ROOM 444 SAN FRANCISCO, CALIFORNIA 94106 (415) 781-4211, EXTENSION 1125

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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

D.J. BERGMAN, CHAIRMAN

RECEIVED 31985

□DECISION
□LETTER DECISION
□PRE-REVIEW REFERRAL

North Bay Division Grievance No. 4-1183-84-63 P-RC 1017

June 24, 1985

MS. B. M. BROWN, Company Member North Bay Division Local Investigating Committee

MR. R. W. GIBBS, Union Member North Bay Division Local Investigating Committee

Pursuant to Step Five of Title 9 of the Clerical Agreement, the Pre-Review Committee is referring the above-subject grievance back to the Fact Finding Committee for settlement based upon the grievant's acceptance of a full-time Utility Clerk position.

D. J. BERGMAN, Chairman Review Committee

R. W. TALCUP, Secretary Review Committee

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cc: IWBonbright LVBrown

## MEMORANDUM OF DISPOSITION

North Bay Division Grievance No. 4-1183-84-63 Fact Finding Committee File No. 3107-84-203

RECEIVED JUL 1 2 1985 CASE CLOSED 等

On May 28, 1985, a Fact Finding Committee consisting of Ms. M. A. Short, Industrial Relations Representative; Messrs. R. R. Doering, Industrial Relations Representative; C. L. Wheeler, Assistant Business Manager; and R. W. Gibbs, Business Representative, met to discuss this case concerning the intermittent status of an Utility Clerk who had worked an essentially full-time schedule in excess of a year.

In discussion of this case, Company argued that the Utility Clerk, intermittent, was needed in a daily basis as a result of manpower shortages that would be alleviated. Additionally, Company stated that the Agreement does not provide for an intermittent employee to automatically attain full-time status after working a full-time schedule for an undetermined period of time. Union argued that the grievant did not fall under the definition of an intermittent employee contained in Section 17.7 of the Clerical Agreement and should be classified as a regular full-time employee.

On May 23, 1985, the grievant was offered, and accepted, a regular full-time Utility Clerk position by the District. As a result, this case is closed without prejudice to the position of either party.

R. R. DOERING, Company Member	Concur/ <b>Mese</b> fir	6/19(85 (Date)
M. A. SHORT, Company Member	Concur/Dissent	6/20/85 (Date)
R. W. GIBBS, Union Member	Concur/ <del>Dissent</del>	7-11-85 (Date)
C. L. WHEELER, Union Member	Concur/ <del>Dissent</del>	7-9-83 (Date)