



# REVIEW COMMITTEE

7.1(C) - Entitlement to  
112.1(P) accumulated  
sick leave when  
an empl performs no work  
during a calendar year.



PACIFIC GAS AND ELECTRIC COMPANY  
215 MARKET STREET, ROOM 916  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 973-1125

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

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**JUN 12 1991**  
**CASE CLOSED**  
**LOGGED AND FILED**  
**RECEIVED JUN - 3 1991**

General Office Grievance No. 46-161-90-16  
P-RC No. 1479

May 31, 1991

STORME SMITHERS, Company Member  
Distribution HR  
Local Investigation Committee

KATHY MAAS, Union Member  
Distribution HR  
Local Investigating  
Committee

### Subject of the Grievance

Union alleges that Company improperly credited the sick leave account of a Business Representative upon return to the active payroll from a Union leave of absence.

### Facts of the Case

The grievant went on Union leave of absence October 13, 1986 thru December 8, 1986 and February 22, 1987 thru February 22, 1990. She returned to work on February 23, 1990. She was granted current sick leave as follows:

| <u>Received</u> | <u>Date</u> |
|-----------------|-------------|
| 10 days         | 1/01/86     |
| 10 days         | 1/01/87     |
| 0 days          | 1/01/88     |
| 0 days          | 1/01/89     |
| 10 days         | 2/23/90     |

### Discussion

The Union believed that two other Business Representatives had been credited with current sick leave for years when no work for Company was performed upon returning to the Company from Union leave of absence. Company could not confirm this because the most recent return to work was 1980. The Company was, however, able to produce records for another Business Representative who was on leave of absence for 2.5 years. When he returned to work in 1988, he was credited with 10 days current sick leave for 1988 but none for 1986 or 1987.

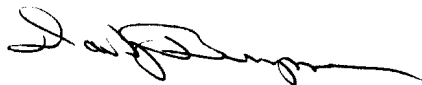
The PRC also reviewed Letter Agreement Interpretation dated January 31, 1963 which was reaffirmed in Letter Agreement 87-188. The interpretation states in part:

"An employee must first perform services during a calendar year before current or additional sick leave will be allowed; except that..."

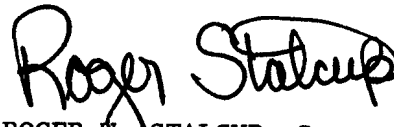
The Company further stated that when employees returned to the active payroll from Long Term Disability or the Worker's Compensation Payroll, they are credited with 10 days current sick leave for the year in which they return to work and perform services.

Decision

The PRC agreed the Company properly credited the grievant's sick leave account. This case is closed without adjustment, such closure should be so noted by the Local Investigation Committee.



DAVID J. BERGMAN, Chairman  
Review Committee



ROGER W. STALCUP, Secretary  
Review Committee

MAS:tc