



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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(408) 282-7464

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 94696  
(707) 452-2700

KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

### **Review Committee Numbers No. 24997 Gas Operations – Gas Support Services – Vacaville**

Julia Albuquerque-Kurtz  
Company Member  
Local Investigating Committee

Keith Hopp  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

This case concerns whether or not the Grievant was entitled to additional sick leave after 10 or 20 years of service under the provisions of Sections 7.3 and 7.4 of the IBEW Clerical Agreement.

#### Facts of the Cases

The specific IBEW Clerical Agreement sections related to the award of additional sick leave are Sections 7.3 and 7.4. They provide a specific formula by which additional sick leave may be awarded after 10 and 20 years of service by determining the accrual of sick leave over the prior eight calendar years.

Additionally, Section 7.6 notes the following, “ Sick leave shall be charged by the hour with no charge made for increments of less than one hour. Such time off as that allowed for an employee's personal medical and dental appointments shall be charged as sick leave.”

The Grievant, an Operating Clerk, was hired in 2010. She was not awarded the additional sick leave under Section 7.3 or 7.4 of the agreement due to her recorded sick leave usage.

Discussion

The Company noted that Section 7.3 states specifically that the company is to utilize the sick leave "record" which will include increments not charged against the balance. The Company not only maintains this is the intent of the language as it was negotiated in 1980, but also is the practice of the company since that time. In fact, this practice has not been challenged in the grievance procedure for almost 40 years. Nor was it changed with the implementation of SAP Payroll changes as part of Letter Agreement No. 05-55.

The union maintained that the intent of Section 7.6 is that an employee is only charged for increments of one hour and that is the sick time that should be utilized in the application of Sections 7.3 and 7.4 .

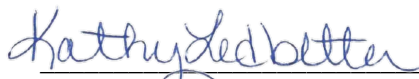
Decision

The parties could not reach agreement on this issue. However, in an effort to settle this case have agreed on an equity settlement.


This equity settlement provides that both the Grievant in this case as well as the Grievant in Grievance No. 25439 (still at the local level) will each be provided 160 hours additional sick leave. However, the parties continue to disagree on the application of this topic and will address the topic in discussion outside of the grievance procedure.

This case is to be considered closed based on the above and without prejudice toward further cases.

**For the Company:**

 10/14/2020  
\_\_\_\_\_  
Kathy Ledbetter, Chairperson      Date  
Review Committee

**For the Union:**

 10/13/2020  
\_\_\_\_\_  
Lloyd Cargo, Secretary      Date  
Review Committee