



REVIEW COMMITTEE

PACIFIC GAS AND ELECTRIC COMPANY
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MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

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**CASE CLOSED
FILED & LOGGED**

IBEW



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARY

Business Manager's Grievance No. IR-IBEW-97-09

ARBITRATION CASE No. 225

Subject of the Grievance:

his case concerns whether the Company's Direct Access Call Handling Strategy violates the provisions of Section 24.5 of the Clerical Agreement.

Facts of the Case:

In anticipation of California's electric industry restructuring, PG&E's Call Center Operations established a direct access call handling strategy which it shared with IBEW Local 1245 on October 29, 1997. The plan was developed to ensure the Company was prepared to handle an unknown number of calls from customers with questions on electric deregulation.

There was a great deal of uncertainty regarding call volume since California was the first state to fully adopt deregulation, an independent Electric Education Call Center had been established by the CPUC to answer customer inquiries on deregulation, and customers wishing to select another energy service provider (ESP) were instructed to call that provider, not PG&E, to change their service. Despite these considerations, the Company still expected a significant short term increase in call volume when deregulation went into effect on March 31, 1998.

The October 27, 1997 strategy included the following sequential steps:

- a. Establishment of a separate 800 number (1-800-PGE-0040) staffed with PG&E bargaining unit employees from 8:00 a.m. until 5:00 p.m., Monday-Friday, to answer deregulation questions.
- b. If needed, the voluntary extension of part-time Service Representatives' schedules to full-time schedules.
- c. If needed, the use of reasonable overtime for available Service Representatives not already scheduled to work.
- d. If needed, overflow calls would be directed to an outside service bureau.

Discussion:

The Committee reviewed Section 24.5 of the Clerical Agreement and Letter Agreement 86-85. Section 24.5 of the Clerical Agreement states:

"It is recognized that the Company has the right to have work done by outside agencies. In the exercise of such right Company will not make a contract with any company or individual for the purpose of dispensing with the services of employees who are covered by the Clerical Bargaining Agreement. The following guidelines will be observed:

- (a) Where temporary services are required for a limited period of time, such as an emergency situation or a specific special function.
- (b) Where the regular employees at the headquarters are either not available or normal workloads prevent them from doing the work during the time of the emergency or special function situation.
- (c) The Union Business Representative in the area should, if possible, be informed of Company's intentions before the agency employees commence work."

Letter Agreement 86-85 states:

"(The parties) agreed to a definition of 'limited period of time' as cited in Subsection 24.5(a) of the Clerical Labor Agreement. Specifically, future utilization of agency clerical employees as a resource may be up to 90 workdays for the purpose of emergency situations, relief coverage for absent employees, and special functions."

The Union opined that there will be a continuing volume of direct access calls and that this ongoing work did not fit the definition of a special function.

Further, Union noted that staffing issues in Call Centers had been the subject of considerable discussion between the parties, and had resulted in the establishment of a labor-management committee, known as the CES 94-53 Subcommittee - Supplementing Call Centers Staff in Emergencies. In the final resume and recommendations of this subcommittee, dated September 23, 1996, the parties agreed to the inclusion of the following statement:

"This subcommittee was established to develop and communicate a plan by October 1996 for supplementing the Call Centers in an emergency or when call volume exceeds regular resources."

Item 1 of the resume sets forth the subcommittee's recommendations on steps to be taken when handling high volume call demand. The eight steps listed as the subcommittee's recommendations did not include contracting out bargaining unit work. The steps recommended would result in the excess high volume work being assigned to bargaining unit Call Center employees on straight time or overtime first, then other IBEW bargaining unit employees at other locations, and finally to other PG&E employees when IBEW bargaining unit employees were fully utilized.

In the case at hand, Union opined that Company had violated the agreement by ignoring the recommendations of the CES 94-53 Subcommittee - Supplementing Call Centers Staff in Emergencies.

The Company stated that it is uncertain what level of calls to expect. It does not believe it is prudent to add additional staff to address a possible increase in call volume. Company agreed it would not exceed the time limits of Letter Agreement 86-85 unless some alternative agreement was reached with the Union.

Further, Company responded to the reference to the September 23, 1996 minutes. The action plan developed by the 94-53 Committee was intended to address high call volumes during emergencies or for short periods of time - several days. This intent is reflected in the title, "Supplementing Call Centers Staff in Emergencies" (emphasis added). It was not intended that these steps be followed due to EIR volume.

DECISION:

The Company and Union noted that since March 31, 1998 there has not been a significant increase in call volume related to electric deregulation. It has not been necessary to extend the schedules of part-time employees or seek voluntary overtime (as was in part the recommendation of the subcommittee on supplementing Call Center staffing) to answer calls related to electric deregulation. Due to seasonal low call volume, the Company is currently seeking temporary assignments for Service Representatives outside the call centers and encouraging employees to take time off without pay.

Inasmuch as there has been no contacting out of bargaining unit work to date, and the evidence at present indicates much is unlikely in conjunction with direct access, the Review Committee has agreed to close this case without adjustment with the understanding that the Union has the right to later grieve this issue without the Company arguing that the Union has acquiesced to the Direct Access Call Handling Strategy.

For the Company:

Margaret A. Short
Kenneth E. Lewis
William G. Mc Loughlin
Michele A. Silva

By: Margaret Short

Date: 7/21/98

For the Union:

Roger W. Stalcup
William R. Bouzek
Ed Dwyer
Sherrick A. Slattery

By: Roger Stalcup

Date: 7/21/98