

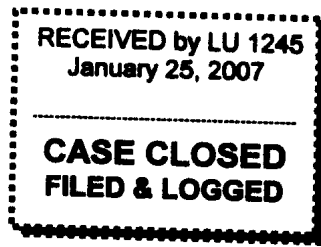


PACIFIC GAS AND ELECTRIC COMPANY  
 2850 SHADELANDS DRIVE, SUITE 100  
 WALNUT CREEK, CALIFORNIA 94598  
 (925) 974-4282

MARGARET A. SHORT, CHAIRMAN  
 DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

111.1; 212.1; 212.3: *No violations occurred when the Lineman was forced to come off of vacation and report to work due to a system-wide emergency. It is a Company's right (to cancel vacations and require employees report for work), however, that to be exercised lightly.*

**IBEW**



INTERNATIONAL BROTHERHOOD OF  
 ELECTRICAL WORKERS, AFL-CIO  
 LOCAL UNION 1245, I.B.E.W.  
 P.O. BOX 2547  
 VACAVILLE, CALIFORNIA 95696  
 (707) 452-2700  
 BOB CHOATE, SECRETARY

**Pre-Review Committee No. 16418  
 TSM&C – Line, Victor**

Melanie Curry  
 Company Member  
 Local Investigating Committee

Roy Runnings  
 Union Member  
 Local Investigating Committee

Subject of the Grievance

The grievant was forced to come off of vacation and report to work. Grievant was told that all vacation had been canceled. Grievant stated that he was on vacation and did not want to work.

Facts of the Case

The grievant is a Lineman in Victor. He worked on Friday, December 30, 2005, then began his vacation and was scheduled to return to work on January 9, 2006. On December 31, a major storm hit the service territory creating a Company-wide emergency "all hands" situation. The grievant was called but indicated he needed to find a babysitter before he could report. He was instructed to call back as soon as he could. Not hearing from the grievant, the supervisor called the grievant again on January 1 and 2, leaving a message for him to call as soon as possible.

On the evening of January 2, the grievant returned home from skiing. He had several messages from his supervisor as well as co-workers. At about 9 p.m., he called the supervisor who told him to report at 4 a.m. on January 3, packed and ready to be deployed to Bakersfield.

The grievant was not disciplined for failing to call the supervisor back or report for work immediately.

In addition to all available employees, Company also utilized the services of contractors and received mutual assistance from other utilities.

Discussion

Union cited Fact Finding Decision 1871-81-60 and 1872-81-61 (which set precedent as the parties agreed to a system-wide distribution) as prohibiting the call-out of an employee on vacation for emergency overtime. This decision resolved with finality a question arising from the language of Section 212.3 which indicates employees on vacation will not be charged hours declined while on vacation. The decision clarifies that such employees are not entitled

to a call – even if they sign the list, and Company is not obligated to call them. Additionally, the decision clearly clarifies that the employee who is on vacation will be considered in the same manner as an employee who is off sick during regular work hours, as they will not be called until they have returned to work on a work day.

Company opined that this is not a 212.3 issue at all, but one which is contemplated by Subsection 212.1(a) and Subsection 111.11(b) which state:

Subsection 212.1(a)

“The provisions of this Title shall be interpreted and applied in a manner consistent with the parties’ purpose and intent in negotiating a voluntary on-call system for emergency duty contained herein, namely that when employees volunteer for emergency duty they are making a definite commitment to be readily available for call-out; and in turn, Company will call the volunteer with the least amount of recorded emergency overtime hours. When there are insufficient volunteers available for emergency duty, Company will continue to require employees to report for work on an emergency basis.”

Subsection 111.11(b)

“If an employee forgoes any part of his/her vacation the Company shall pay for the time worked and, in addition, shall pay a vacation pay allowance, provided, however, than in no event shall an employee be permitted at his/her option to forego vacation for the purpose of receiving vacation pay allowance in addition to pay for time worked. Time worked in lieu of time off for vacation shall not be considered overtime as such but shall be compensated at the rates of pay applicable to the work performed.”

The Pre-Review Committee is in agreement that Company has the right to cancel vacations and require employees report for work, however, it is a right that is not to be exercised lightly. In this case, the emergency situation was system-wide and resources beyond employees were required. While this extreme situation made it clear that there was no contractual violation in cancelling vacations, the Pre-Review Committee agrees that simply exhausting a particular headquarters’ weekly sign-up list would not be sufficient reason to cancel vacation. Company has many other options for attaining needed resources.

Finally, the PRC agrees that this precedent decision and FF 1871-81-60 and 1872-81-61 are not mutually exclusive and can co-exist.

Decision

Based on the aforementioned, no violation of the Agreement occurred in this case. This case is closed without adjustment.

  
\_\_\_\_\_  
Margaret A. Short, Chairman  
Review Committee

12/21/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Choate, Secretary  
Review Committee

12/21/06  
\_\_\_\_\_  
Date

**PEP**

**FOR INTRA - COMPANY USES**

From Division or Department **INDUSTRIAL RELATIONS**  
 FILE NO. **741.5**  
 RE LETTER OF  
 SUBJECT **Call Out of Employee on  
 Vacation, Section 212.3**  
 To Division or Department

June 1, 1981

- MS. M. E. BADELLA
- MESSRS. L. C. BEANLAND
- R. H. CUNNINGHAM
- D. K. LEE
- W. T. PETERSON
- W. K. SNYDER
- C. P. TAYLOR
- R. C. TAYLOR

**DIVISION PERSONNEL MANAGERS:**

Attached is a copy of Fact Finding Decision Nos. 1871-81-60 and 1872-81-61 which have been agreed to by Company and Union for system-wide distribution. In accordance with Section 102.4 of the Physical Agreement, the parties have mutually agreed that these Fact Finding settlements are prejudicial with respect to future grievances. These settlements have been reviewed with the Company's members of the Review Committee and have their concurrence.

The attached grievances concern the question of the entitlement of an employee who has signed the weekly call-out list to be called when he is on vacation. Corresponding to that, of course, is the issue of the Company's obligation to such employee. In the past, we have consistently advised that employees who are off on vacation should be considered unavailable from the time they leave their headquarters at the end of their work day until they return following the conclusion of their vacation. We have not, however, resolved that issue with finality in the grievance procedure. The attached cases do just that.

Although the grievances were resolved in Company's favor; that is, there was no contractual violation in calling out the employee who was on vacation, the parties nevertheless agreed that, for the future, this would not be done. This means that when an employee leaves his headquarters at the end of the shift for vacation, he is not entitled to be called out under the provisions of Title 212 even though he had signed the weekly call-out list, and the Company is not obligated to call him. If the Company does call the employee and such employee works, the others in that employee's same classification, who have signed the weekly call-out list and who follows such employee in consideration for call, may have a legitimate claim to the correction provided in Section 212.11(b).

If you have any questions on this, please call Paul Pettigrew on Extension 1123.

*I. Wayland Bonbright*  
 I. WAYLAND BONBRIGHT

PEP:ml

- cc: DJBergman
- FCBuchholz
- JBStoutamore

MEMORANDUM OF DISPOSITION  
FACT FINDING COMMITTEE NO. 1871-81-60  
FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION  
GRIEVANCE NO. 25-408-80-80  
GRIEVANCE NO. 25-409-80-81

SUBJECT:

The issue in these two grievances is whether there has been a contractual violation by using an employee who is scheduled for vacation but signed for emergency overtime on the weekly callout list.

DISCUSSION:

Attached hereto and made a part hereof is a report from the Local Investigating Committee.

A review of the facts of these cases revealed that the employee had requested he be called for emergency overtime during the weekend even though he was scheduled for vacation the following week.

Union's position was that the use of an employee who is scheduled for vacation for emergency overtime is in violation of Section 212.3. Company did not agree since this section states that an employee who is on vacation "will not be credited with the equivalent overtime if he does not work it"; conversely then, it must follow that he will be credited if he does work it. It is Company's position that this was in the Agreement to protect the employee who is on vacation and not to prohibit him from being called.

DECISION:

After a lengthy discussion, the Committee agreed that there had been no contractual violation in these cases considering the language of the Agreement.

Both parties also agreed that the use of employees who are scheduled for vacation to be called for emergency overtime is not a good practice; therefore, in the future, an employee who is on vacation as defined in Section 212.3 will be considered in the same manner as an employee who is off sick during regular working hours, also as described in Section 212.3. They will not be called until they have returned to work on a work day. Violations of this procedure will be subject to the provisions of Section 212.11 of the Agreement.

The parties agreed that this settlement will be distributed systemwide.

This case is closed.

MEMORANDUM OF DISPOSITION

FACT FINDING COMMITTEE NO. 1871-81-60

FACT FINDING COMMITTEE NO. 1872-81-61

SAN JOAQUIN DIVISION

GRIEVANCE NO. 25-408-80-80

GRIEVANCE NO. 25-409-80-81

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Roger Stalcup  
R. Stalcup, Union Member

Concur/~~Dissent~~ 5/21/81  
Date

Ron Van Dyke  
R. Van Dyke, Union Member

Concur/~~Dissent~~ 4/25/81  
Date

P. E. Pettigrew  
P. E. Pettigrew, Company Member

Concur/~~Dissent~~ 4-29-81  
Date

R. J. Steele  
R. J. Steele, Company Member

Concur/~~Dissent~~ 4/23/81  
Date