

11.1C: Company's elimination of all full-time employees on graveyard shift at Sacramento Call Center has demoralizing effect on employees, but doesn't violate agreement.



REVIEW COMMITTEE

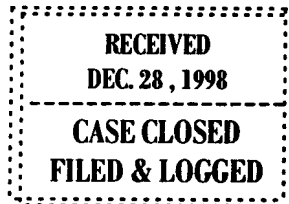
IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

MARGARET A. SHORT, CHAIRMAN

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

Sacramento Division SAC-95-23,24,25
Sacrametno Division SAC-95-26,27,28
Pre-Review Committee No. 2075

REVIEW COMMITTEE FILE NO. 1808

LINDA MATTHEWS
Company Member
Local Investigating Committee

WAYNE GREER
Union Member
Local Investigating Committee

Subject of the Grievance

Whether the reassignment of five full-time employees from the third shift to the first shift at the Sacramento Call Center violated the agreement.

Facts of the Case

During the first week of February 1995, five employees who were assigned various schedules on the graveyard shift were given lists of schedules to prioritize in preparation for reassignments that became effective April 9, 1995. Notice to the Union of the schedule changes was communicated by letter dated March 17, 1995 and cited customer demand as the reason for the changes.

Company used a workforce management software program called Cybernetics to determine the most effective staffing levels in half-hour increments based on call volumes and certain other criteria. Call arrival patterns for each day of the week from September 1994, when the Call Centers were first in full operation, were tracked from all four Call Centers collectively and individually.

Section 11.1 of the Clerical Agreement defines third shift as all eight hour work periods regularly scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. First shift is defined as all eight hour work periods regularly scheduled to begin at 4:00 a.m. or thereafter but before 12 noon. Two of the grievants began their third shift schedule at midnight; one began at 3:00 a.m.; and two began at 3:30 a.m. All were rescheduled to start times of 4:00 a.m. As a result, all five grievants lost entitlement to shift premium, although the number of hours worked per day remained the same.

During the scheduled work periods from which each of the five grievants was removed, there were several part time employees scheduled to work. There was ten hours of scheduled work time that was shifted from the grave yard shift to the first shift. There were part time employees in each of the grave yard schedules who could have had their schedule advanced to the 4:00 am start time. However, Company elected to reschedule all of the full time employees assigned to the grave yard shift and none of the part time employees assigned this shift. The net result was that the same number of hours were worked by the same number of employees, but the shift premium previously paid to five full time employees was eliminated.

Since the filing of this grievance, the Call Centers have continued to make periodic schedule changes to adjust staffing to call volumes. In addition, one of the grievants has left the employ of the Company and one has been promoted to Sr. Service Rep. I.

Part time employees are not entitled to shift premium, Section 11.5.

Discussion

The Committee reviewed the Title 10, Hours Clarification, and agreed that:

1. Customer Services Reps are Public-Contact employees as described in Section 10.2 of the Clerical Agreement and as such may be scheduled to work at any hour of the day on any day of the week. (Paragraph 1C)
2. The changes were intended to be regularly established - for a period of six months or more. (Paragraph II A)
3. To make the schedule changes, Company needed to send Union written notice at least two weeks in advance of the effective date of the changes and cite the reason for the changes. (Paragraphs II.B.1. and 4.)

Union alleged the reason Company moved all the full-time employees from the third shift and replaced them with part-time employees was to avoid the payment of third shift premium. Union noted that Sacramento is the only 24 hour Call Center and as such it seems odd that there would be no full-time employees during the third shift.

Company stated that it has many objectives for Call Center operations and two of the most important are providing quality customer service on a cost effective basis. The tracking of call volume is important to the determination of optimizing staffing levels including the use of part-time employees. Reducing operating costs is a big driver of decision making as the Company tries to retain this business and be competitive with other service providers. Company took the opportunity to reduce costs through the elimination of payment of third shift premiums and to maximize staffing efficiencies based on call volume.

The Union opined that while there may not be a contractual violation, such actions by the Company may be viewed as "sharp practices" which can have a demoralizing effect on the

employees and can lead to bargained changes to the agreement. In the instant case, the impact on the employees was also a financial one.

Company understands the concerns of the Union and the employees but believes that the schedule changes were for the overall and long term health of Call Center Operations.

DECISION

The Review Committee is in agreement that a contractual violation did not occur. This case is closed without adjustment.

For the Company:

Ernie Boutte
Kenneth E. Lewis
Michele A. Silva
Margaret A. Short

By: Margaret Short

Date: 12/16/98

For the Union:

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

By: Roger Stalcup

Date: 12/16/98