



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CA 94177
(650) 598-7567

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

DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

Review Committee Numbers 21071 & 21079 Customer Care – Contact Center Operations

Chris Diamond
Margaret Franklin
Company Member
Local Investigating Committee

Debbie Mazzanti
Arlene Edwards
Union Member
Local Investigating Committee

Subject of the Grievance

These grievances concern the denial of requests to take unanticipated vacation (UV) under the provisions of Section 8.15 of the Clerical Labor Agreement.

Facts of the Case

In grievance 21071, mandatory overtime was called and the use of UV was suspended due to a gas over-odor situation in Bakersfield. This was announced at towards the end of the day on a Friday before a Holiday weekend. In grievance 21079, the use of UV was suspended due to an anticipated need to make outbound calls in connection with a Smart Meter communication. This was announced in the middle of the afternoon on a Friday. According to the Local Investigating Committee Report there were at least five employees who requested UV and were denied.

Discussion

The Committee reviewed the language of Section 8.15 which states:

“Any combination of vacation hours, up to 24 per year for full time employees and 16 per year for part-time employees, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee’s option.”

The Union argued that Section 8.15 was negotiated to provide employees with the option to use a limited number of vacation hours at “an employee’s option”. There is no language which allows the Company to deny unanticipated vacation request. In addition to the employees who were denied UV, there may have been other employees who wanted to take UV, but did not make a request due to the announced suspension. The use of UV is at the employee’s option and may not be denied by management.

The Company responded that the Union's interpretation is not correct and conflicts with many other provisions of the Labor Agreement. Section 24.1 exclusively vests with Management the right to direct and control the workforce. Section 8.13 provides for Management to designate the number of employees who can be off on vacation at one time. Section 3.1 describes the parties' mutual obligation for the continuous rendition of service. The language "at the employee's option" refers to the number of hours to take, not to a right to take vacation without management approval.

The Company noted that at the time of these grievances, Contact Center employees were working a great deal of overtime, including mandatory overtime. Often when mandatory overtime was announced, there would be a rise in the number of employees making end of the day UV requests. The Company believes these requests were made, not due to an unanticipated need for time off, but rather in an effort to be excluded from the mandatory overtime. Although Section 12.3 only provides overtime exclusion for employees with scheduled vacation (UV by its very nature is not scheduled), employees were generally excused from returning for overtime if granted UV.

The Review Committee discussed this grievance at length and could not agree on the proper interpretation and application of the language. The Committee did agree that the issue of UV is closely tied to concerns over mandatory overtime. Since the filing of these grievances there have been many changes at the Contact Centers including increased staffing and reduced overtime. There have been no instances of mandatory overtime or UV denials since November of 2011.

Decision

Given that the changes mentioned above have in effect made the issue moot, and given the strongly held opinions of the parties, the Review Committee agrees to close these grievances (along with 21338) without prejudice to the positions of the parties. The Company reserves the right to manage employee time off requests and the Union reserves the right to grieve if they believe a violation has occurred.

The Committee further agrees that should another grievance be filed over this issue in the future, the Local Investigating Committee is to refer the issue directly to the Review Committee, in order to expedite the resolution.

For the Company:

Doug Veader
Laura Sellheim
Rod Williams
Tanya Moniz-Witten

By: Doug Veader
Date: 3/27/13

For the Union:

F.E. (Ed) Dwyer Jr.
James Brager
Mike Scafani
Karen Russell

By: F.E. Dwyer Jr.
Date: 3/27/2013