



REVIEW COMMITTEE

IBEW

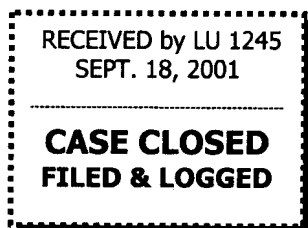


PACIFIC GAS AND ELECTRIC COMPANY
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WALNUT CREEK, CALIFORNIA 94598
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(925) 933-6060
SALIM A. TAMIMI, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL



Pre-Review Committee No. 11858 Fresno Call Center

Maria Eggert
Company Member
Local Investigating Committee

Debbie Mazzanti
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns a request for time off under the provisions of the Family School Partnership Act (FSPA).

Facts of the Case

The grievant is a long service Service Representative and Shop Steward. On June 29, the grievant requested two hours of unpaid time off to attend a school function. The record does not indicate for what date the time off was requested. The grievant requested personal business time with permission without pay (T time). Company indicated she had vacation available pursuant to Section 8.15 that she needed to exhaust first. Grievant then withdrew her request for time off.

Discussion

In relevant part, the FSPA as amended September 30, 1994 states:

“The employee shall utilize existing vacation, personal leave or compensatory time off for purposes of the **planned** (emphasis added) absence authorized by this section, unless otherwise provided by a collective bargaining agreement entered into before January 1, 1995, and in effect on that date. An employee may also use time off without pay for this purpose to the extent made available by his or her employer.”

Union argues that unanticipated vacation is to be taken at the employee's option and that it is to be utilized only for unforeseen events and should not be pre-scheduled. Per Union, the reasonable notice requirement under FSPA conflicts with the unscheduled nature of the contractual unanticipated vacation provisions.

Further, Union cites as agreement to grant personal time off without pay language from the 1980 general negotiations in a cover letter dated December 21, 1979, Item 5 which states:

“Company will convey to Field Supervisors the recommendation that every effort be made to accommodate employees’ needs for personal time off without pay, in particular, those employees who have not requested such leave frequently.”

First Company finds no inconsistency in the use of unanticipated vacation and known in advance needs under FSPA. Company sees a distinction between unscheduled vacation and advance notice. Contractually, vacation is scheduled pursuant to Section 8.13 during two specific sign-up periods annually. Any vacation allowed under other provisions is by contractual definition “unscheduled” and must be approved by the supervisor. However, for all concerned as much advance notice as possible is reasonable, considerate, and least disruptive.

Company noted that in the most recent round of general negotiations (2000) Union proposed to increase the number of hours allowed under Section 8.15 from 16 to 24 for full-time employees. Company agreed to that proposal and the change was effective with the 2000 agreement. Union cited just such child care needs for increasing the number of hours which can be utilized under this section.

Company stated that before this grievance, the Union Business Representative from the Sacramento Call Center had challenged Company’s insistence that employees utilize all vacation prior to T time. Company agreed at that time that employees should not be forced to take vacation in half or full day increments if less time were needed. In such situations, time off with permission without pay (T time) may be appropriate. This was a reasonable interpretation of the law, the labor agreement including the 1979 cover letter, Item 5, and Company’s business need to manage non-productive time.

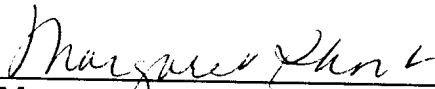
It should be noted that T time falls under the provisions of Title 6 and must therefore be for urgent or substantial reason. In the instant case, neither criterion seems to have been present since the grievant immediately withdrew her request for time off. FSPA, AB 2590 does allow for the employer to seek proof from the employee for FSPA time off requests whether for paid or unpaid.

Company notes that AB 2590 protects employees from discipline or discharge for absences under FSPA only when reasonable notice to the employer of the need for time off has been provided. What is reasonable would depend on the situation and how much notice the employee had of the need for time off.

Finally, the usual pursuit of time off is to do so without the loss of income. The law and the provisions of Section 8.15 seek to protect the income of employees with legitimate needs for time off to care for family.

Decision

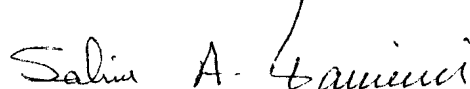
The Pre-Review Committee agreed that no contractual violation occurred and closes this case without adjustment.



Margaret A. Short, Chairman
Review Committee

9/18/01

Date



Sam Tamimi, Secretary
Review Committee

9-18-01

Date