



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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REVIEW COMMITTEE

IBEW



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

CLAIRE IANDOLI, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Pre-Review Committee Number 24282 Gas Operations – Gas Services – Sacramento

Deborah Harper
Company Member
Local Investigating Committee

Keith Hopp
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the Company's denial of the use of an in lieu holiday the Grievant earned while working on Memorial Day which was a non-work day for the Grievant.

Facts of the Case

The grievant has more than six years of service and is a Gas Service Representative. Grievant worked on Memorial Day, which was a non-work day for him, and earned an In Lieu holiday.

Letter of Agreement (LOA) 07-44 is applicable in this case and provides in pertinent part, "Employees who have completed the [Holiday] Option form and who work on a holiday, shall receive overtime pay for hours worked and the holiday hours will remain in their holiday account to be used as follows: Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provision of Title 111 (8), except that such day may be taken prior to the employee's next scheduled vacation with the approval of the supervisor in charge..."

Grievant sought to utilize the In Lieu holiday in July 2017 but was denied due to operational needs.

Discussion

During the processing of the grievance, the Union had argued the In Lieu holiday should be treated as a Floating holiday under Physical Agreement Section 103.3, which provides, "Except in emergencies, employees shall make a good faith effort to notify their Supervisor at least 24 hours in advance for all Floating holidays which are not scheduled in accordance with 111.13..."

During the processing of the grievance, the Company had argued the In Lieu holiday should be treated the same as Vacation hours under Physical Agreement Section 111.8.

Decision

The Committee discussed this case at length and agreed that an In Lieu holiday is an In Lieu holiday. It is neither a Vacation day nor a Floating holiday. Pursuant to Section 103.6 and LOA 07-44, an In Lieu holiday shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Title 111, except that it may be taken prior to the employee's next scheduled vacation if the employee receives approval from the supervisor in charge.

Based on the above this case is settled and closed.

Claire I. A. 4/3/18
Claire Iandoli, Chairperson Date
Review Committee

Kit Stice 4-3-18
Kit Stice, Secretary Date
Review Committee