



## ESC Local 20 PG&E Steward Training Module 5: Vacation, Leaves, Temporary Assignments/Upgrades, Hiring Hall

### VACATION

The maximum vacation carryover is 2x the annual allotment.

#### **Formal Vacation schedule sign-up process** [sec 9.12(d)]:

Management establishes the annual vacation schedule, but Supervisors are required to give consideration to the vacation preference indicated by Members via the vacation sign-up schedule process [Sec 9.12(b)].

Members may indicate their preference for vacation by December 15th for Jan-Feb-Mar of next year, and by March 15<sup>th</sup> for rest of year [Sec 9.12].

1. The most senior member in a work group indicates a preferred vacation (typically in 1 week blocks) on the vacation sign-up schedule, then the next most senior member indicates their preferred vacation increment. The process continues, in order of seniority, until all members in a work group have an opportunity to indicate one preferred vacation increment.
2. The process begins again with the most senior member indicating their second preferred vacation increment. Then the next most senior member indicates their second preferred vacation increment. The process continues in order of seniority until all members in a work group have an opportunity to indicate another preferred vacation increment.
3. The process then starts again (you get the idea)... Members may schedule vacation that they will accrue in the future.

**Informal signup:** A work group may choose to use an informal signup process instead of the formal 9.12(d) process; however the 9.12(d) process is always available as a default.

The vacation sign-up schedule is not the only way to request vacation. The vacation sign-up schedule is the way for members to indicate their vacation preference for vacation that management intends to schedule and reserve vacation increments. Management shall schedule vacation that is requested by members at other times of the year. Management may deny those requests for an operational need.

## ESC Local 20 PG&E Steward Training Module 5 - Hours, meals, vacation, leaves, upgrades, temp assignments, Hiring Hall

### **“Excess vacation,” and vacation cashout:**

“Excess vacation” is the number of paid vacation hours which exceed twice the member's annual vacation accrual rate that are in a vacation account as of December 31 of any year. Excess vacation hours are to be paid out by the end of the following February [sec 9.1(b)]

Management *can* schedule your excess vacation accrual during the annual vacation scheduling period (December and March). Members may not forgo that vacation in order to be paid. But, management may not compel vacation that will not be in excess of 2X the annual allotment.

### **What if management wants to require me to use my excess vacation, but only tells me at the end of the year?**

A case on this was arbitrated in 2015, and here is ESC’s summary of the arbitrator’s decision (which was not entirely clear):

- If you choose not to take your vacation AND you have excess vacation that management communicated to you that management wanted you take AND gave you a reasonable opportunity to take, you will receive payment for that excess only if you had an operational or personal reason for failing to take the excess.
- If you know you have excess vacation and you want to be paid for it, you will need to document the operational or personal reason for your failure to take the excess. This will help the Union fight for the excess vacation payment should PG&E fail to pay you.
- If you could not take vacation within a reasonable window of when you wanted to take it, you should get paid EVEN if there was no operational or personal reason for you not to take it.
- the ESC contract does not allow members to forgo excess vacation for the purpose of receiving a payout. If it can be shown that you intentionally have chosen to forgo vacation for the purpose of getting a payment, you will not receive payment and you will lose that excess vacation from your vacation bank.
- One reason you might not be able to take vacation would be for high workload. If your workload is this high, you should notify the supervisor and tell them you can't take a vacation. If they require you to take it anyway, contact a union rep.
- Members cannot be required to find their own vacation backup.

### **"Same day" vacation use:**

Vacation requested before the end of the previous workday [sec. 9.14] and granted is scheduled vacation. Vacation requested after that time is “Unanticipated vacation.” Requests for small amounts of scheduled vacation are at management discretion; however, if your request is denied, you can wait until the day you want, then take the time as UV (in this case, it will

## **ESC Local 20 PG&E Steward Training Module 5 - Hours, meals, vacation, leaves, upgrades, temp assignments, Hiring Hall**

count against the 24 hours per year of UV usage). If it is approved in advance, it will not count against the 24 hours.

- If a whole day, members receive 3 floating holidays for unscheduled vacation.
- If less than a day, Hourly members may take 1-6 hrs of vacation as "unanticipated." Up to 24 hours of vacation a year
- If less than a day, Monthly members are not charged vacation for less than 4 hours. However if a monthly member takes more than 4 hours they are charged the entire vacation increment.

### **Vacation purchase, AKA "Purchased Unpaid Vacation" ("PUV")**

New in 2017, Members will be allowed to sign up for up to five PUV days. This is like the "vacation purchase plan", except that instead of getting five extra vacation days in your bank and paying for it with a payroll deduction all year, you get five PUV days in a special bank, and you pay for them when you use them – i.e. that day is unpaid. Management has said that usage of PUV is the same as vacation – you can schedule them through the vacation signup processes (formal and informal).

If you don't use PUV days, there is no penalty and nothing happens. When asked "why would anybody *not* sign up for this?", HR folks said "I can't think of a reason." ESC recommends that all members sign up for the five PUV days during open enrollment; if you don't use them that is fine, but if you need them you will have them.

## **LEAVES**

The Contract provides for many leaves in Title 12. Leaves are absences without pay longer than 10 days.

FMLA (US Family Medical Leave Act) allows leaves for care of family members, you can use sick and then vacation to pay for it. Your job is protected by FMLA. Also other laws apply: CFRA (California Family Rights Act), CA Paid Family Leave Act, ADA (Americans with Disabilities Act).

Employee can request unpaid leave for personal reasons. This requires management approval [Sec 12.1].

Approved leaves of absence count for seniority [Sec 12.7, 13.3(b)] unless provisions of the contract provide otherwise.

Vacation accrual ceases after 880 hours of unpaid leaves [Sec 9.5].

Progressive wages increases are delayed/prorated for unpaid leaves longer than 10 days [sec 15.4 (c)].

**Experience for purpose of promotion**

## TEMPORARY ASSIGNMENTS (i.e. UPGRADES)

It is helpful to think of 3 different types of temporary assignments:

1. **Temp Lateral Move** (same classification, different physical location). Ex: Land Tech in Fresno takes a temp assignment to Land Tech in Stockton
2. **Temp Upgrade** (assignment to a higher classification, may be in the same or different location) ex: Estimator backfilling for ADE in same office
3. **Temp Upgrade OUTSIDE OF BARGAINING UNIT.** Ex: backfilling for supervisor.

The questions around temp assignments are mostly of two types: "who gets it" and "what do you get?"

**"WHO GETS IT"** – how temporary assignments are offered

Sec. 21.7 governs Temp Assignments.

- Under Two Weeks [21.7(a)]
  - Beginning Classification
    - The Sr bidder in the HQ (i.e. must be a bidder already located in the same building)
    - Company Choice
  - Non-Beginning Monthly Classification: Company selects based on ability and personal qualifications– if these are "substantially equal" then seniority is the tie-breaker.
  - Non-Beginning Hourly Classification: not addressed in contract. Suggest you use process below.
- Two weeks or more [21.7(b)]
  - "Upgrade" to hourly position:
    - use bid list of those who are within commutable distance (45 min/30 miles) within bid region;
    - then outside bid region but still commutable
  - Not an "Upgrade" – i.e. temp lateral move. This is only considered if there is nobody on the bid list who would get an upgrade.
  - Upgrade to monthly position: Company selects based on ability and personal qualifications– if these are "substantially equal" then seniority is the tie-breaker.

**“WHAT DO YOU GET”: upgrade pay, time and mileage**

The Contract provides for upgrade pay when temporarily assigned to a higher classification. The upgrade is 2.5% for hourly classifications and 5% for monthly [Sec 15.3]. If the classification you are temporarily assigned to has a higher maximum pay than the classification you hold, that is an upgrade.

When Temp Assigned to another HQ, employees are provided mileage (Sec 10.1) and also travel time from their home to the Temporary HQ (Sec 7.6). They may travel on work time (and work a shorter day) or travel time may be Overtime, this can be discussed between the employee and Supervisor of the Temp position.

**Upgrades to management** (out of the BU) positions are voluntary for the employee and are offered by management choice.

1. If the upgrade is on a “timecard basis” (i.e. for a short period of time, a few days or weeks) the upgrade is 5% with full provisions of the Contract (overtime, meals, travel pay). If a management upgrade is authorized on a time card basis, sick and vacation pay are based on the rate of pay of the regular classification.
2. If the upgrade is by “change tag” (i.e. lasting more than a few weeks) the employee negotiates the upgrade. Sick and vacation are based on the rate of pay of the upgrade.
3. Members pay dues while on upgrade.
4. Members can be represented while on management upgrade, but not for performance in upgraded assignment.
5. GWI, PWI applies while on upgrade.
6. Overtime is compensated under the management policies.
7. Members on upgrade to management cannot perform any bargaining unit work while on upgrade (the only exception being new groups where the LOA permits shared jurisdiction with supervisors).
8. Members cannot be required to accept a management upgrade [reference for all of this is the cover letter of 1987 Contract]

**Duration**

Upgrades to BU classifications are for no more than 6 months; if more than 6 months a new job may be created. [Sec 15.3.d]. This is waived for some new groups, e.g. SNBR upgrades to IPE, Project Manager upgrades to Sr. PM.

Management upgrades must be reviewed if the upgrade lasts longer than a year [cover letter of 87 Contract]. The Union may file a grievance if a management upgrade over a year denies a member an opportunity for advancement (e.g. they won’t fill an ADE position because there is an ADE in the headquarters, but the ADE is on long-term upgrade to Supervisor; this impacts Sr. Estimators who want to advance to ADE).

## **HIRING HALL (Exhibit C) and other Temporary Employees**

There are three categories of temporary employees:

**Temporary employees** are hired under Section 13.7 of the contract. Such employees cannot prevent the filling of a vacancy, cannot cause BU attrition and are not to be longer than 9 months.

**Agency employees** are hired under section 27.2 (c) of the Contract for special projects or when regular employees are not available. The company cannot use an Agency employee longer than 120 days.

**Hiring Hall employees** are hired under Exhibit C of the Contract.

- For contract purposes, Hiring Hall employees are contractors
  - No Hiring Hall employees within 120 days of a layoff
  - Except as provided in Exhibit C, Overtime is to be used before HH
- HH is now available to all classifications.
- Lead classifications can only be filled if there are no employees on the bid list for upgrade.
- Employees register with HH through ESC office.
- HH pays union dues and are members. Stewards may represent them for issues such as hours or overtime questions, expenses.
- HH pay is determined by exhibits A & C.
- HH have payment in lieu of benefits of an additional \$8.22/Hr, or may choose a health benefit plan (new in 2015)
- HH may be released at any time.
- HH time does not count toward service or seniority.
- HH may not bid, transfer, or be assigned to a different HQ.

HH appointments are limited to 1 year for additional headcount, can only be extended by LOA.

ESC has converted contractors to HH in order to settle contracting grievances.

Some retirees who want to work in the HH but don't want to be employed by PG&E (this would cancel their retiree health insurance) are now working for Canus, an outside contractor firm. ESC has a contract with Canus which says that all conditions are the same as for PG&E Hiring Hall. (new in 2015)