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ARBITRATION CASE #49 INCLUDES THE FOLLOWING REVIEW CASES:

- # 997
- 1083
- 1084
- 1109
- 1147
- 1248
- 1274
- 1275
- 1276
- 1327

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

January 16, 1974

Mr. L. L. Mitchell, Business Manager
Local Union No. 1245, I.B.E.W., AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Re: Arbitration Case No. 49

Dear Mr. Mitchell:

The above-subject case, which includes several grievances from the San Jose Division concerning promotion in the clerical work forces, has been set for hearing.

Inasmuch as the San Jose Division intends to change its procedure with respect to clerical training and promotion, we believe that it would be worth while to settle Arbitration Case No. 49 on the basis of revised training and promotion procedure within the Customer Services line of progression and the following cash awards:

<u>R.C. No.</u>	<u>Grievant</u>	<u>Amount</u>
1083	Sylvia Cuevas	\$ 85.00
1084	Dennis Tognetti	18.05
1109	Betty Hayes	1,016.40
-	Pamela Jackson	405.71
1147	Faust Carrara	763.95
1276	C. Makela	388.40
1327	Donald Barnes	794.50

With regard to the changes mentioned in the training and promotion procedure, it is understood that the San Jose Division will discontinue the present Customer Services testing and institute a program similar to that in use in the East Bay Division. The East Bay program has been in effect for a period of time and has been reviewed by your representatives and, in some cases, grievances have been resolved by its application. In essence, the procedure is as follows: An employee will first submit prebids to an appropriate Customer Services clerical level. The Company will then review the employee's experience

Mr. L. L. Mitchell

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and training and will notify the employee in accordance with Section 18.4 of the Agreement of any particular job functions for the job bid in which he or she is not presently qualified. The employee may then request training in those areas, and his or her prebids with respect to job openings in those areas will be held in abeyance until training is completed. This system stresses a positive approach to promotion as opposed to the negative aspects of testing when a position becomes vacant.

It is understood that acceptance of this settlement of Arbitration Case No. 49 is without prejudice to the Company's position respecting any of the issues raised by these cases.

It is further understood and agreed by the undersigned that the propriety and justification of Company's action with regard to any or all of the grievants concerned in Arbitration Case No. 49 is disputed by the parties; and for this reason, this settlement is a compromise and shall not be construed as an admission of liability.

If you are in accord with the foregoing and agree thereto, please sign this letter agreement in the space provided below for your signature.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *J. M. Boulbright*
Manager of Industrial Relations

The Union is in accord with the foregoing offer of compromise of the above-subject arbitration case and accepts Company's offer with the understanding that it is without prejudice to the issues involved in the subject grievance.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Jan 21, 1974

By *L. L. Mitchell*
Business Manager