

1 IN A BOARD OF ARBITRATION PROCEEDINGS PURSUANT TO THE  
2 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES

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4 In the Matter of a Controversy )  
5 between )  
6 INTERNATIONAL BROTHERHOOD OF )  
7 ELECTRICAL WORKERS, Local Union )  
8 No. 1245, )  
9 Complainant, )  
10 and ) Arbitration Case No. 89  
11 PACIFIC GAS AND ELECTRIC )  
12 COMPANY, )  
13 Respondent. )

14 Volume II, pages 156 through 165,  
15 inclusive.

16 Met Tuesday, April 21, 1981 at 10:00 o'clock a.m.  
245 Market Street, Fourth Floor Conference Room  
San Francisco, California

17 Before:

18 GERALD A. BROWN, Chairman of the Board  
19 Capitol Towers, No. 14-N  
1500 Seventh Street  
Sacramento, California 95814

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21 BOARD MEMBERS ON BEHALF OF THE UNION:

22 JOE VALENTINO, Business Representative and  
23 VEODIS STAMPS, Business Representative  
International Brotherhood Electrical Workers  
Local Union 1245  
24 Post Office Box 4790  
Walnut Creek, California 94596

25 BOARD MEMBERS ON BEHALF OF THE EMPLOYER:

26 PAUL C. HEILMANN, Manager, Gas Utilization Department  
and PATRICK N. LONG, Industrial Relations  
27 Representative  
Pacific Gas and Electric Company  
28 245 Market Street  
San Francisco, California 94106

APPEARANCES:

ON BEHALF OF THE COMPANY

LAWRENCE V. BROWN, Esquire  
Pacific Gas and Electric Company  
245 Market Street  
San Francisco, California 94106

ON BEHALF OF THE UNION

JERROLD M. LADAR, Esquire  
507 Polk Street, Suite 310  
San Francisco, California 94102  
Representing Grievants Velez, Keesee and Wilson

NEYHARD, ANDERSON, NUSSBAUM, REILLY & FREITAS  
100 Bush Street, Suite 2600  
San Francisco, California 94104  
By: JOHN L. ANDERSON, Esquire  
Representing IBEW Local 1245

BEESON, TAYER, KOVACH & SILBERT  
100 Bush Street, Suite 1500  
San Francisco, California 94104  
By: KENNETH N. SILBERT, Esquire  
Representing Grievants Barnes, Baldonado  
Lovecchio and DeCausemaker

CARROLL, BURDICK & McDONOUGH  
One Ecker Building  
Ecker and Stevenson Streets  
San Francisco, California 94105  
Representing Henry Allen, Tom Gomez and  
Harvey Wallace

NEYHART, ANDERSON, NUSSBAUM, REILLY & FREITAS  
100 Bush Street, Suite 2600  
San Francisco, California 94104  
Representing Grievants Wolfe, Ackel, Aubert,  
Cooke, Dalley, Hailey, Presley;  
Anna Gomez and Navarro

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P R O C E E D I N G S

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3 THE CHAIRMAN: The hearing will be in order. How  
4 do you want to proceed so far as stating the terms of your  
5 agreement?

6 MR. ANDERSON: Maybe we ought to make appearances  
7 first so that we will know who is here on the record.

8 THE CHAIRMAN: Good. Would you state your  
9 appearances for the record?

10 MR. BROWN: Lawrence V. Brown, Jr., Pacific Gas  
11 and Electric Company.

12 MR. ANDERSON: Neyhart, Anderson, Nussbaum,  
13 Reilly and Freitas by John L. Anderson for the Union.

14 MR. SILBERT: Kenneth Silbert on behalf of the  
15 Grievants Barnes, Baldonado, Lovecchio and DeCausemaker.

16 I should indicate that in fact we are no longer  
17 representing Mr. D because we notified him early  
18 in January -- asked him whether he was still interested in  
19 proceeding with this case and to respond if he was. If he  
20 didn't, we would assume he wasn't interested. That was a  
21 letter sent by registered mail and received by Mr.

22 D . . He has not responded. So at this point we  
23 assume he has no interest in the case.

24 MR. ANDERSON: If I may elaborate on that, the  
25 registered letter was sent to Mr. D on January  
26 19, 1981, which he was requested to respond either to his  
27 counsel or to the Local Union by January 26, 1981, and we  
28 received no response. The letter requested that he so

1 respond, and, if he didn't so respond, the Union and  
2 counsel would consider that he no longer wished to pursue  
3 this grievance in this matter. We have a copy of the letter  
4 which I will not enter into the record, but I will make that  
5 representation for the record.

6 THE CHAIRMAN: Other appearances?

7 MR. SILVER: Frank Silver of Carroll, Burdick and  
8 McDonough representing Grievants A , G ; and  
9 W . However, Mr. W -- I spoke with Mr.  
10 W sometime back. He affirmatively stated to me that  
11 he did not wish to pursue the grievance further. That was  
12 confirmed by letter. So on that basis I am no longer repre-  
13 senting Mr. W.

14 MR. ANDERSON: The Union is withdrawing Mr.  
15 W 's grievance with prejudice.

16 MR. KOPKE: I am Alan Nicholas Kopke of Neyhart,  
17 Anderson, Nussbaum, Reilly and Freitas representing Grievants  
18 W , A , A , C , D , H , P , and  
19 G and N.

20 MR. LADAR: I am Jerrold M. Ladar representing  
21 Grievants W , V and K .

22 THE CHAIRMAN: Are there any other appearances?

23 MR. ANDERSON: I think that's all the appearances,  
24 Mr. Chairman.

25 I would like to ask the Company to make a repre-  
26 sentation for the record -- first of all, I would like to  
27 represent that the parties have been here for approximately  
28 two days attempting to reach settlement with respect to all

1 of the outstanding grievances.

2 There is one thing I would like on the record,  
3 and I ask the Company to make this representation if it  
4 would -- that the Company took the position that with re-  
5 spect to the settlement that it must be comprehensive and  
6 that we have requested the Company to go to arbitration  
7 separately or separate out one or two grievances to go to  
8 arbitration and settle the rest and that the Company's  
9 position has been that they want a comprehensive settlement  
0 covering everybody. They are not willing to go to arbitra-  
1 tion piecemeal.

2 MR. BROWN: So stipulated.

3 MR. ANDERSON: The nature of the settlement agreement  
4 is this, as I understand it, and I am going to ask each  
5 counsel to indicate whether or not the individuals that are  
6 named on the various portions of the settlement who have been  
7 contacted and have been advised of the settlement agreements  
8 and whether they have agreed or disagreed.

9 The first item in the settlement agreement is that  
10 the original suspensions of 10 days have been reduced to  
11 five days with respect to the following individuals:

12 L , B C Ha and K

13 With respect to those suspensions, the record of  
14 those suspensions may not be used for the purposes of any  
15 subsequent discipline with the exception of subsequent nar-  
16 cotics use. Is that correct?

17 MR. BROWN: Drug-related cases.

18 MR. ANDERSON: With respect to the back pay, each

of those individuals would get five days back pay at seven and a half percent interest.

MR. BROWN: So stipulated. G is also in that group.

THE CHAIRMAN: That's on the record. We have that.

MR. ANDERSON: With respect to the C suspension, C has a currently pending arbitration case involving a discharge, the suspension involved in this case is not to be referred to by either party in her discharge arbitration.

MR. BROWN: So stipulated.

MR. ANDERSON: With respect to Grievant P -- well, first of all, let me ask with respect to L, B, C, H, K, G and the other portion of C whether counsel would indicate their concurrence or nonconcurrence under the terms of the settlement agreement with respect to them.

MR. LADAR: As to K that is agreeable and she is present today.

MR. ANDERSON: L --

MR. SILBERT: Agreed.

MR. ANDERSON: B ?

MR. SILBERT: Mr. B is present and my understanding is he has agreed also.

MR. ANDERSON: C ?

MR. KOPKE: Ms. C agreed.

MR. ANDERSON: H ?

MR. KOPKE: We were unable to contact her. She is

on vacation, and we tried to track her down, both the Company and the Union, where she was supposedly on vacation; but, we were unable to reach her.

MR. ANDERSON: With respect to H the Union is settling on her behalf.

G ?

MR. SILVER: I spoke with Mr. G today. He did not voice any opposition to the settlement. I have to be somewhat equivocal because last night when I spoke with him he was opposed, but when I spoke with him just today, he did not voice opposition to the settlement.

MR. ANDERSON: So that there is no doubt about it the Union is settling on behalf of Mr. G

Now with respect to Mr. P , the ten-day suspension has been reduced to three-day suspension. He is to receive seven days back pay at seven and a half percent interest. The suspension is not to be used in any subsequent disciplinary case with the exception of a narcotics-related disciplinary measure. Is that correct?

MR. BROWN: So stipulated.

MR. KOPKE: Representing Mr. P here in the room that is acceptable.

MR. ANDERSON: With respect to Grievants G and D (spelling) D , they are to have their records cleared in total and receive back pay for the ten days suspension at seven and a half percent interest.

MR. BROWN: So stipulated.

MR. ANDERSON: With respect to Grievant A his

discharge is to be set aside. He is to be reinstated

effective 4/27/81 on one year's probation in which he has  
no access to the grievance procedure except to dispute the  
facts of conduct giving rise to discipline.

MR. BROWN: Without retroactivity. So stipulated.

MR. SILVER: And I spoke with Mr. A , and he  
is agreeable to that settlement.

MR. ANDERSON: Okay. With respect to the discharge  
grievances of A V , W , A , W and  
B , those grievances are being withdrawn in exchange  
for \$55,000 in liquidated damages to be split in accordance  
with the Union's determinations.

Inquiries from present, future or potential  
employers of these Grievants will be answered by the Company  
by stating the Grievants' dates of service, final classifica-  
tion and rate of pay. No reason or characterization of their  
termination will be given and the Company does not consider  
any of these Grievants eligible for rehire.

MR. BROWN: So stipulated.

MR. ANDERSON: With respect to the Grievants  
W and D we already have withdrawn those  
cases with prejudice as the record reflects.

That is the agreement between the parties in total.  
Is that not correct?

MR. BROWN: I believe it is, John.

MR. ANDERSON: Could we go off the record?

THE CHAIRMAN: All right.

(Remarks off the record.)



1 MR. LADAR: I have spoke with Grievants W  
2 and V Mr. V last night, that being the 20th. Mr.  
3 W. today, April 21st, 1981. Both have agreed to the  
4 withdrawal of their grievances and the settlement as stated.

5 MR. ANDERSON: How about A .?

6 MR. KOPKE: I spoke with A last night in person.  
7 He agreed to the withdrawal and settlement as just stated.

8 MR. ANDERSON: A and W .?

9 MR. KOPKE: I spoke with Mr. A a few minutes  
10 ago on the telephone and with Mr. W present in the.  
11 room and both have agreed to the withdrawal and settlement  
12 as stated.

13 MR. ANDERSON: Mr. B .?

14 MR. SILBERT: I have spoken to Mr. B , most  
15 recently a few minutes ago. I advised Mr. B at that  
16 point we had indications that all the other Grievants had  
17 agreed to the settlement and his ultimate statement to me  
18 was that he would accept the settlement with the money dis-  
19 tribution we have indicated that would be available to him.

20 MR. ANDERSON: I think I ought to add for the  
21 record that this settlement so far as the grievance procedure  
22 is concerned between IBEW Local 1245 and PG&E is without  
23 prejudice.

24 MR. BROWN: So stipulated.

25 MR. ANDERSON: That's it.

26 THE CHAIRMAN: Anything else for the record?

27 MR. BROWN: The Company has nothing.

28 MR. ANDERSON: The Union has nothing.

THE CHAIRMAN: That being so, again, congratulations

both parties.

The hearing is now adjourned.

(Whereupon, at the hour of 4:15 o'clock p.m.

the proceedings were concluded.)

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