

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 77 BEALE STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

March 8, 1974

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Re: Clerical Job Grading Grievance Procedure

Gentlemen:

During the past several months, your Clerical Subcommittee has been working closely with the Company's Director of Wage and Salary Administration and his staff in an effort to resolve several of the cases presently in Review Committee which concern the application of the Clerical Cross-Hatch Index System. The results obtained so far are encouraging, and we believe that it is timely to suggest a formalization of their activities by establishing a special clerical job grading grievance procedure.

At the present time, grievances concerning the establishment or change of classifications are processed through the usual grievance channels. A result of this is that considerable delay ensues because those initially involved and even later in Review Committee do not have the expertise to fully evaluate the action taken. Our proposal would place the grievance immediately into the hands of persons trained in job grading. This should result in the resolution of a large number of the grievances filed at the first level. In the event the grievance cannot be settled by them, it would be referred to a special clerical subcommittee for further discussion and settlement; and if that committee is unable to resolve the grievance, it would then come back into the usual stream of the grievance procedure at the Review Committee level.

Grievances concerning either the establishment of a new position or change or reclassification of a present position must be grieved within the time limits provided in Title 9, and such time limits shall commence running the day the Job Awards Bulletin is first posted. Grievances concerning a present wage rate and function of an incumbent to be deemed timely filed within the provisions of Title 9 must be filed within 30 days after the Shop Steward has discussed such a matter with the grievant's Supervisor. In no case, however, will a retroactive wage adjustment be made which exceeds 30 days before such discussion with the Supervisor.

In addition to resolving grievances properly submitted to the Clerical Job Grading Grievance Committee, the Committee may also, by mutual agreement, adopt revisions to the Clerical Cross-Hatch Index System or substitute therefor any other system mutually acceptable to Company and Union.

1. Filing

Grievances concerning a change of classification, establishment of a new clerical position or the present wage rate and function will initially be filed by the Union Business Representative with the Division/Department Personnel Manager. Such grievance must be filed within the time limits contained in Section 9.5 of the Clerical Agreement. If the grievance is not resolved at this level, it will be referred to the Union Analyst and the Company's Wage and Salary designate within ten days after filing.

Job vacancies filled pursuant to any provision of Title 18 wherein the previous designation of the position has been changed or is newly established shall be included in the Clerical Job Awards Bulletin or the report on beginner's classifications filled.

2. Response

After receipt of the grievance, the Company's Wage and Salary designate will prepare a response to the grievance and, if it is not sustained, attach a Job Assignment Questionnaire and summary of Company's rating which will be forwarded to Union's Analyst within ten days following receipt of the grievance.

Thereafter, if the response is not a basis for settlement or for Union's written withdrawal of the grievance, the named representatives will endeavor to resolve the dispute by mutual agreement. If they agree, a memorandum of settlement will be signed by each representative.

3. Review

If the grievance is not settled within 30 days after the time provided for Company's response, the Union's Analyst may request in writing a meeting of the "Clerical Job Grading Committee." Such a meeting shall be held within 30 days following receipt of the Union Analyst's request or at the next scheduled meeting of the Clerical Job Grading Committee, whichever occurs first.

4. Clerical Job Grading Committee

The Committee will be composed of not more than three members selected by Union's Business Manager and three members selected by Company's Manager of Industrial Relations. The Analyst and the Wage and Salary designate shall act as advisors to the Committee.

The Committee will meet as set forth above unless Union and Company members of the Committee mutually agree to a later date, but not more than once in each calendar month. In the event more than one such grievance is pending before the Committee, the Committee shall endeavor to review all such grievances at a single meeting.

The Committee (by majority agreement) is empowered to resolve any such grievance properly submitted to them, and such resolution shall be final and binding upon Company, Union, and the employee involved.

5. Referral to Review Committee

In the event that the Committee established herein is unable to resolve a grievance within 60 days after it is referred to them, the Director of Wage and Salary Administration shall forward such unsettled grievance to the Review Committee established pursuant to the provisions of Title 9 of the Clerical Agreement.

Grievances referred in this manner to the Review Committee shall be subject to the remaining provisions established for the Review Committee and arbitration by Title 9 of the Clerical Labor Agreement and our Letter of Agreement dated effective November 1, 1973.

The above procedure shall remain in effect until either party to this Letter Agreement notifies the other in writing of its intent to terminate the procedure within 30 days following receipt of such notice. In this event, the applicable provisions of Title 9 concerning grievance adjustments will be effective.

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 *S. W. Bonbright*
Manager of Industrial Relations

The Union concurs in the foregoing proposed procedure for clerical job grading grievances and agrees thereto.

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

July 1, 1974

By *L. L. Mitchell*
Business Manager